



FESIA A. DAVENPORT  
Chief Executive Officer

County of Los Angeles  
Chief Executive Office

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

**DATE:** Wednesday, May 4, 2022  
**TIME:** 9:30 a.m.

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW. 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 TO EXECUTE AN AGREEMENT WITH THE LOS ANGELES ARBORETUM FOUNDATION INC. TO HOST THE 2022 ANNUAL CALIFORNIA CONTRACT CITIES ASSOCIATION BOARD OF DIRECTORS' MEETING  
Speaker(s): Mina Cho and Jason Lee (Sheriff's)
  - B. Board Letter:**  
AUTHORIZE PARTICIPATION IN THE COMMEMORATIVE CENTENNIAL BADGE PROGRAM FOR CALENDAR YEAR 2023  
Speaker(s): Theresa Barrera and Heidi Oliva (Fire)
  - C. Board Letter:**  
APPROVAL OF A STANDARDIZED CONTRACT WITH COMMUNITY-BASED ORGANIZATIONS TO PROVIDE FAMILY AND MARITAL COUNSELING SERVICES FOR ASSEMBLY BILL 109 POPULATION  
Speaker(s): Robert Smythe and Howard Wong (Probation)

- D. Board Letter:**  
PROBATION DEPARTMENT - CAMP GLENN ROCKEY CEILING REPLACEMENT  
PROJECT – CATEGORICAL EXEMPTION  
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87829  
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
Speaker(s): Thomas DeSantis (ISD), Daniel Aceves (Probation) and Matt Diaz (CEO)

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

- A. Board Letter:**  
APPROVAL OF SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
Speaker(s): Rudy Sanchez and Mina Cho (Sheriff's)
- B. Board Letter:**  
APPROVAL OF SCHOOL SUPPLEMENTAL LAW ENFORCEMENT  
SERVICES AGREEMENT FOR SPECIAL EVENTS  
Speaker(s): Rudy Sanchez and Mina Cho (Sheriff's)
- C. Board Letter:**  
APPROVAL OF CONTRACT WITH CALIFORNIA DEPARTMENT OF  
CORRECTIONS AND REHABILITATION FOR FIRE SUPPRESSION CAMP  
SERVICES  
Speaker(s): Irma Santana and David Pittack (Sheriff's)
- D. Board Letter:**  
APPROVAL OF ACQUISITION OF SELF-CONTAINED BREATHING  
APPARATUS PACKAGES FROM BAUER COMPRESSORS  
Speaker(s): Mike Tsao and Mine Inman (Fire)
- E. Board Letter:**  
AUTHORIZE THE CHIEF PROBATION OFFICER OR HIS DESIGNEE TO PREPARE  
AND EXECUTE A MODIFICATION TO CONTRACT FOR COMPREHENSIVE  
SERVICES TO THE AB 109 POPULATION WITH HEALTHRIGHT 360 TO  
EXTEND THE CONTRACT PERIOD AND TO MODIFY THE CURRENT  
STATEMENT OF WORK (SOW) AND CONTRACT RATES  
Speaker(s): Robert Smythe and Howard Wong (Probation)
- F. APPROVE A PROPOSED 5-YEAR LEASE FOR 16,237 SQUARE FEET OF  
OFFICE SPACE AND 88 PARKING SPACES AT 5811 SOUTH SAN PEDRO  
STREET, LOS ANGELES, CA 90011**  
Speaker(s): Michael Navarro (CEO)
- G. Board Briefing:**  
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR  
GENERAL (OIG) MONTHLY BRIEFING  
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

**5. PUBLIC COMMENTS**

Wednesday, April 27, 2022

**CLOSED SESSION**

**CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Jesus Alegria v. County of Los Angeles, et al.**

Los Angeles Superior Court Case No. 21STCV01750

Department: Sheriff's

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

**A.** Board Briefing:

TBD

Speaker(s):

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

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/4/2022	
<b>BOARD MEETING DATE</b>	5/17/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff	
<b>SUBJECT</b>	Request budget approval for the 2022 California Contract Cities Association (CCCA) Board of Directors' Meeting	
<b>PROGRAM</b>	2022 CCCA BBQ	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The vendors are exclusive to the venue.	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$ 25,000	Funding source: The cost of the Meeting is recovered in the rates the contract cities pay for their law enforcement services and budgeted to the Department's Contract Law Enforcement Bureau.
	TERMS (if applicable): 1 day (August 17, 2022)	
	Explanation: The CCCA Board of Directors' Meeting is an one day event.	
<b>PURPOSE OF REQUEST</b>	Seek budget approval for the 2022 California Contract Cities Association (CCCA) Board of Directors' Meeting.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Board approval of the recommended action will enable the Los Angeles County Sheriff's Department to execute an agreement with the County's Arboretum, to host the 2022 Annual California Contract Cities Association Board of Directors' Meeting on August 17, 2022. The BBQ/Meeting is an on-going event that takes place each fiscal year.</p> <p>The Meeting will be attended by Contract City Managers, Public Safety Directors, and Department executives. Approximately 375 attendees participate in the Meeting, which includes a catered meal. The Meeting is funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: N/A	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Meeting relates to the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by providing effective administration of the Department's Contract Cities Program.	



<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Mina Cho, Sergeant, (213) 229-1632, <a href="mailto:mcho@lasd.org">mcho@lasd.org</a> Jason Lee, Sergeant, (213) 229-1635, <a href="mailto:jlee@lasd.org">jlee@lasd.org</a>
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May 17, 2022

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 TO EXECUTE AN AGREEMENT WITH THE LOS ANGELES  
ARBORETUM FOUNDATION INC. TO HOST THE 2022 ANNUAL CALIFORNIA  
CONTRACT CITIES ASSOCIATION BOARD OF DIRECTORS' MEETING  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval to use Department funds to pay for expenses incurred at the 2022 Annual California Contract Cities Association Board of Directors' Meeting (Meeting), which will be held on August 17, 2022, at the County's Arboretum.

**IT IS RECOMMENDED THAT THE BOARD:**

Delegate authority to the Sheriff, or his designee, to execute an agreement with the County's Arboretum at an estimated cost not to exceed \$25,000, for the venue space usage fees, and food and beverage fees. The Meeting is fully funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.

**PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of the recommended action will enable the Los Angeles County Sheriff's Department to execute an agreement with the County's Arboretum, to host the 2022 Annual California Contract Cities Association Board of Directors' Meeting on August 17, 2022. The Meeting is an on-going event that takes place each fiscal year.

The Honorable Board of Supervisors  
May 17, 2022  
Page 2

The Meeting will be attended by Contract City Managers, Public Safety Directors, and Department executives. Approximately 375 attendees participate in the Meeting, which includes a catered meal. The Meeting is funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.

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

This Meeting relates to the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by providing effective administration of the Department's Contract Cities Program.

### **FISCAL IMPACT/FINANCING**

There is no net County cost for this Meeting. The cost of the Meeting is recovered in the rates the contract cities pay for their law enforcement services and budgeted to the Department's Contract Law Enforcement Bureau.

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

The 2022 Annual California Contract Cities Association Board of Directors' Meeting will be held on August 17, 2022.

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

This Meeting has no impact on current services.

### **CONCLUSION**

Upon approval by the Board, please return the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:SVE:mc  
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Dawyn Harrison, Acting County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
John L. Satterfield, Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau  
Bryan C. Aguilera, Lieutenant, Contract Law Enforcement Bureau  
Mina Cho, Sergeant, Contract Law Enforcement Bureau  
Vanessa C. Chow, Sergeant, ASD  
Jason R. Lee, Sergeant, Contract Law Enforcement Bureau  
Adam R. Wright, Sergeant, ASD  
Kristine D. Corrales, Deputy ASD  
(Contract Law - 2022 Annual California Contract Cities Association Board Of Directors' Meeting 05-17-22)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/4/2022	
BOARD MEETING DATE	5/17/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
DEPARTMENT(S)	FIRE	
SUBJECT	<b>AUTHORIZE PARTICIPATION IN THE COMMEMORATIVE CENTENNIAL BADGE PROGRAM FOR CALENDAR YEAR 2023</b>	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	NONE	
COST & FUNDING	Total cost: NA	Funding source: District personnel who choose to voluntarily participate in the Program would be required to purchase the commemorative centennial badge and Lucite encasement at their own expense.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The District is seeking Board of Supervisors (Board) approval to participate in the District's commemorative centennial badge program (Program). With the approval of the Board, through the Executive Office of the Board, the District will identify sworn and other uniformed personnel designated by the Fire Chief to participate in this optional and voluntary Program, at their own expense, and allow participating personnel to wear the commemorative centennial badge for calendar year 2023.	
BACKGROUND (include internal/external issues that may exist including any related motions)	To commemorate the centennial celebration of the District with the community on this most historical occasion, and pay tribute to the many generations of District team members who have proudly served with honor and bravery, ISD, through the Executive Office of the Board, will amend the agreement and issue a temporary license to Entenmann-Rovin for commemorative centennial badges. Participation in the Program is optional and purely voluntary for authorized District personnel.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Heidi Oliva, Administrative Services Manager III – (323) 881-6109 – <a href="mailto:Heidi.Oliva@fire.lacounty.gov">Heidi.Oliva@fire.lacounty.gov</a>	



# 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

May 17, 2022

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:

### **AUTHORIZE PARTICIPATION IN THE COMMEMORATIVE CENTENNIAL BADGE PROGRAM FOR CALENDAR YEAR 2023 (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is seeking Board of Supervisors (Board) approval to participate in the District's commemorative centennial badge program (Program). With the approval of the Board, through the Executive Office of the Board, the District will identify sworn and other uniformed personnel designated by the Fire Chief to participate in this optional and voluntary Program, at their own expense, and allow participating personnel to wear the commemorative centennial badge for calendar year 2023.

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

1. Delegate authority to the Internal Services Department (ISD), through the Executive Office of the Board, to amend the agreement and issue a temporary license to Entenmann-Rovin, the County's authorized badge vendor, to be the retail distributor of the commemorative centennial badge using the District's name and insignias (Attachment A).
2. Authorize the Fire Chief, or his designee, to allow authorized sworn and other designated uniformed personnel to participate in the optional and voluntary Program and wear the specially designed commemorative centennial badge for calendar year 2023.

#### **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

3. Authorize the retention of the commemorative badges at the end of calendar year 2023 as keepsakes so long as they are encased in a block of Lucite, or similar materials, to render the badges unusable for active service.

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

To commemorate the centennial celebration of the District with the community on this most historical occasion, and pay tribute to the many generations of District team members who have proudly served with honor and bravery, ISD, through the Executive Office of the Board, will amend the agreement and issue a temporary license to Entenmann-Rovin for commemorative centennial badges.

Participation in the Program is optional and purely voluntary for authorized District personnel. Authorized personnel shall be deemed as active District sworn or other uniformed personnel designated by the Fire Chief. The commemorative centennial badges shall be purchased by authorized and participating personnel as described herein. Authorized District personnel who wish to participate will be able to purchase the commemorative badge through the District, at their own expense, to wear only for the 2023 calendar year. At the time of the commemorative centennial badge purchase, participating District personnel shall also purchase the Lucite encasement in coordination with the District, to encase the commemorative centennial badge at the end of calendar year 2023. The purchase of the commemorative centennial badge and Lucite encasement will be requisitioned through the County's Purchasing Agent in accordance with the County's purchasing policies and procedures.

The process would mirror that which is currently in place for existing District issued badges and honorably retired personnel. Authorized District personnel will surrender their current badge to the District's Human Resources Division Badge Control Unit (BCU) and will wear the commemorative badge for calendar year 2023. At the conclusion of calendar year 2023, District personnel shall surrender the commemorative centennial badge to the BCU to proceed with the commemorative badge's encasement in a block of Lucite to render the badge unusable for active service. At that time, the prior badge shall be reissued.

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

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. II, *Foster Vibrant and Resilient Communities*, by supporting a network of public-private partnering entities supporting vibrant communities. Our investments in the lives of County residents are sustainable only when grounded in strong communities.

### **FISCAL IMPACT/FINANCING**

District personnel who choose to voluntarily participate in the Program would be required to purchase the commemorative centennial badge and Lucite encasement at their own expense.

There is no impact to net County cost.

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

Pursuant to the County of Los Angeles Code of Ordinance, Sections 5.64.130, 5.64.280 and 5.64.310, the Board may allow the issuance of badges by order of the Executive Officer of the Board, allow a vendor to manufacture an official badge, and allow authorized personnel to wear County badges, including sworn and other designated uniformed personnel from the District.

Additionally, under the County of Los Angeles Code of Ordinance, Section 5.64.095, the Executive Office of the Board may authorize the retention of old badges as keepsakes so long as it is encased in a block of Lucite, or similar material, to render the badges unusable for active service.

Further, a precedent exists for similar commemorative badges, specifically County of Los Angeles Code of Ordinance, Sections 5.64.135, for the Sheriff's Department 150<sup>th</sup> year commemorative badge in 2000 and the more recent Super Bowl LVI commemorative badge in 2021.

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

The District's Program has no impact on current services. The District badge is recognized worldwide as a symbol of respect and honor. A recommendation for its replacement, however brief, is not proposed without recognizing this fact.

The prestige of the District's badge is born of the professional growth, history, and legacy of its accomplishments, lessons learned, and improvements made by its membership. A campaign of this nature will enable the District and its personnel to celebrate this historical centennial celebration of dedicated service to the residents and communities in our care.

## **CONTRACTING PROCESS**

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

## **CONCLUSION**

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

Executive Office – Executive Support Division  
Attention: Heidi Oliva, Executive Support Division Chief  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Heidi.Oliva@fire.lacounty.gov](mailto:Heidi.Oliva@fire.lacounty.gov)



The District's contact may be reached at (323) 881-6180.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:heo

Enclosures

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



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/4/2022	
<b>BOARD MEETING DATE</b>	5/17/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Probation	
<b>SUBJECT</b>	Approval of a Contract to provide family and marital counseling service for AB 109 population	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total Annual cost: \$300,000 – Chinatown Service Ctr  \$100,000 – Soul Enrichment Ministries	Funding source: AB 109
	TERMS (if applicable):  Initial term shall commence July 1, 2022 through June 30, 2023 with the option to extend for up to four (4) additional twelve-month periods, not to exceed five (5) years.  Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	To authorize the Chief Probation Officer to prepare and execute contracts with two (2) Community Based Organizations to provide family and marital counseling services in two (2) geographical areas within Los Angeles County for the Probation Department.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The contracts will provide family and marital counseling services to the AB 109 population to enable successful reintegration into the community. The services include counseling intended to reduce family/marital conflict, enhance communication, identify and assist in solving family problems, improve parental involvement and skills, and build positive pro-social relationships.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Robert Smythe, Administrative Deputy (562) 940-2516 <a href="mailto:robert.smythe@probation.lacounty.gov">robert.smythe@probation.lacounty.gov</a> Howard Wong, Deputy Director (562) 334-4221 <a href="mailto:howard.wong@probation.lacounty.gov">howard.wong@probation.lacounty.gov</a>	



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



**ADOLFO GONZALES**  
Chief Probation Officer

May 17, 2022

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 STANDARDIZED CONTRACT WITH COMMUNITY-BASED ORGANIZATIONS TO PROVIDE FAMILY AND MARITAL COUNSELING SERVICES FOR ASSEMBLY BILL 109 POPULATION**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

### **SUBJECT**

Approval of a standardized contract with Community-Based Organizations (CBOs) to provide family and marital counseling services for the Assembly Bill (AB) 109 population for the County of Los Angeles Probation Department (Probation).

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

1. Authorize the Chief Probation Officer or his designee to prepare and execute contracts substantially similar to the attached standardized contract (Attachment I), upon approval as to form by County Counsel, with two (2) CBOs to provide family and marital counseling services in two (2) geographical areas, for the estimated annual amounts as set forth in Attachment II, projected to commence July 1, 2022 through June 30, 2023.
2. Delegate authority to the Chief Probation Officer or his designee to prepare and execute amendments to extend the contract term for up to four (4) additional one (1) year periods, for the estimated annual amounts as set forth in Attachment II, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or his designee to prepare and execute amendments to the contracts for any increase or decrease to the contract rates or terms, not to exceed fifteen (15%) percent and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contract and upon approval as to form by County Counsel.

***Rebuild Lives and Provide for Healthier and Safer Communities***

4. Delegate authority to the Chief Probation Officer or his designee to approve; 1) non-material, technical, and administrative changes to the contracts, 2) necessary changes to scope of service, and if necessary, 3) termination of the contracts, in whole or in part.

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

The purpose of the recommended actions is to authorize the Chief Probation Officer or his designee to negotiate, sign and execute two (2) contracts with two (2) CBOs. These contracts will provide family and marital counseling services to the AB 109 population for the purpose of enabling successful reintegration into the community. The services include counseling intended to reduce family/marital conflict, enhance communication, identify and assist in solving family problems, improve parental involvement and skills, and build positive pro-social relationships. The recommended CBOs will provide services in two geographical areas within Los Angeles County as listed below:

Geographical Area – South Los Angeles Region  
**Recommended CBOs: Chinatown Service Center**

Geographical Area – South Bay Region  
**Recommended CBOs: Soul Enrichment Ministries**

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

The recommended actions are consistent with the County of Los Angeles Strategic Plan, Goal I: Make Investments that Transform Lives. Specifically, it will address Strategy I.3: Reform Service Delivery Within Our Justice Systems.

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

The estimated annual cost for both contracts is \$400,000. Sufficient appropriation is available within Probation's Fiscal Year 2022-23 Operating Budget and is fully funded by AB 109. The amounts for each contract are set forth in Attachment II for the initial term of the contracts, and for the four (4) additional one (1) year option periods.

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

The initial term of each contract is projected to commence July 1, 2022 through June 30, 2023. There is no departmental relations impact since these are not Proposition A contracts. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

The standardized contract (Attachment I) contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Services Ordinance and Safely Surrendered Baby Law.

County Counsel has reviewed and approved the standardized contract (Attachment I) as to form.

**CONTRACTING PROCESS:**

A comprehensive Request for Proposals (RFP) process was conducted. Probation released a RFP for family and marital counseling services on August 12, 2021. As part of the competitive solicitation process, five hundred and seventy-two (572) letters were sent to service providers and advertisements were placed in the Los Angeles Times, Lynwood Journal, and Nuestra Comunidad. The solicitation information was also made available through the Internet on the websites of both the County of Los Angeles Internal Services Department and the Probation Department. As a result of the solicitation process, ten (10) potential providers attended the Mandatory Proposers' Conference.

Two (2) proposals were received and passed the initial "pass/fail" initial screening worksheet. An evaluation committee was formed to evaluate the two (2) proposals received. Financial subject-matter experts assessed the agencies financial viability to perform the work. The evaluation committee members objectively evaluated the proposals and were rated as being responsive. Chinatown Service Center and Soul Enrichment Ministries are being recommended for contract award.

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

Approval of the recommended actions will enable Probation to provide family and marital counseling services to the AB 109 population.

Respectfully submitted,

ADOLFO GONZALES  
Chief Probation Officer

AG:TH:YT:tn

Enclosures

c: Executive Officer  
Chief Executive Officer  
County Counsel





**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**FAMILY AND MARITAL COUNSELING SERVICES**

**JULY 1, 2022 – JUNE 30, 2023**

**CONTRACT NO. XXX-XX-XXX**

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T	Confidentiality of CORI Information.....
U	Performance Requirements Summary (PRS) Chart.....
V	Geographical Areas.....
W	Referral Form .....

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

---

**FOR  
FAMILY AND MARITAL COUNSELING SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department may Contract with private businesses for Family and Marital Counseling Services when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing Family and Marital Counseling Services; and

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

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

**1 APPLICABLE DOCUMENTS**

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

**Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Intentionally Omitted

- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - COVID-19 Vaccination Certification of Compliance and Confidentiality Forms
- Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit G4 - Employee's Acknowledgement of Employer
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- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Intentionally Omitted
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- 1.14 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPPA)
- 1.15 Exhibit O - Charitable Contributions Certification
- 1.16 Exhibit P - Background Request Forms
- 1.17 Exhibit Q - Intentionally Omitted
- 1.18 Exhibit R - Defaulted Property Tax Reduction Program/Form
- 1.19 Exhibit S - Contract Discrepancy Report
- 1.20 Exhibit T - Confidentiality of CORI Information
- 1.21 Exhibit U - Performance Requirements Summary (PRS) Chart
- 1.22 Exhibit V - Geographical Areas
- 1.23 Exhibit W - Referral Form

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

## **2 DEFINITIONS**

### **2.1 Standard Definitions:**

- 2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein

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

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

pertaining to the method, frequency, manner and place of performing the Contract services.

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

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

### 3 WORK

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

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a one (1) year period commencing July 1, 2022 through June 30, 2023, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer or his/her designee and the authorized official of the Contractor, by mutual written agreement, for up to four (4) additional one (1) year periods for a maximum total Contract term of five (5) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer or his/her designee and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains a database that tracks/monitors the Contractor's performance history. Information entered into the database may be used for a variety of purposes, including

determining whether the County will exercise a Contract term extension option.

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

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

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

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

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

The Contractor shall submit monthly invoices for actual costs incurred for administrative/indirect costs. Invoices shall detail the administrative/indirect costs incurred and include supporting documentation for such costs. The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes.

The Contractor shall return to the County any unspent funds in excess of actual administrative/indirect costs under this



Contract at the end of each Contract term. The Contractor must return to the County any funds received in excess of administrative/indirect costs. The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to the County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

## **5.2 Written Approval for Reimbursement**

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

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

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

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

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

shall survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**AB109, PRCS, Region 1-6  
County of Los Angeles Probation Department  
9150 East Imperial Highway Room P-73  
Downey, CA 90242**

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

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

#### **5.5.7 Local Small Business Enterprises – Prompt Payment Program**

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

#### **5.6 Intentionally Omitted**

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

### **6 ADMINISTRATION OF CONTRACT – COUNTY**

#### **6.1 County Administration**

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's

Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

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

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

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

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

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

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

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

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

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

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

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

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

### **7.1 Contractor Administration**

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

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

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

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

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

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

### **7.4 Intentionally Omitted**

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

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

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

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

- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

## **7.6 Confidentiality**

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

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

- 7.6.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.2.1 The Contractor shall sign and adhere to this provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement)
- 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)
- 7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality) , as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

#### 7.6.4 Confidentiality of Adult Records

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

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

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

## 8 **STANDARD TERMS AND CONDITIONS**

### 8.1 **Amendments**

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

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor



agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

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

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, the County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

#### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes

and resubmit the plan within five (5) business days for County approval.

- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole

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

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

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

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

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

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

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

- 8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program.

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

8.8.2.4 The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

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

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

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

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

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

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

### **8.12.4 Contractor Hearing Board**

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

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



tentative proposed decision prior to its presentation to the Board of Supervisors.

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

pursuant to the same procedures as for a debarment hearing.

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

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

These terms shall also apply to subcontractors of County Contractors.

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

- 8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all

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

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

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

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

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

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

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or

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

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

#### **8.18 Counterparts and Electronic Signatures and Representations**

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

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

#### **8.19 Fair Labor Standards**

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

jointly or solely liable.

## **8.20 Force Majeure**

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

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

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

## **8.22 Independent Contractor Status**

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

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

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

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

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

## **8.23 Indemnification**

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

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

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the 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 County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **8.25 Insurance Coverage**

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

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

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each

single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### **8.25.3 Workers Compensation and Employers' Liability**

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

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

##### **8.25.4.2 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.

**8.25.4.3 Intentionally Omitted**

**8.25.4.4 Intentionally Omitted**

**8.25.4.5 Intentionally Omitted**

**8.25.4.6 Intentionally Omitted**

**8.25.4.7 Intentionally Omitted**

**8.26 Liquidated Damages**

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

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate

of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit U (Performance Requirements Summary (PRS) Chart) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

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

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

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

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

- 8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager and/or the County's Contract Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

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

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



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

- 8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

### **8.34 Notices**

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

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

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

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public

record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

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

- 8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Program Manager. The County shall not unreasonably withhold written consent.

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

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

- 8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any

such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.38.4 Intentionally Omitted**

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

**Thao Nguyen, Contract Analyst**  
**Los Angeles County Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
**E-mail address:**  
**Thao.Nguyen@probation.lacounty.gov**

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

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to the County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract,

failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
  - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
  - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

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

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
  - 8.43.1.1 The Contractor has materially breached this Contract; or
  - 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- 8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is

determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

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

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

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

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

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary



course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

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

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

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

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

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

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

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

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

term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

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

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

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

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

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

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

#### **8.55 Intentionally Omitted**

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

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

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

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

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

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

#### **8.59 COVID-19 Vaccinations of County Contractor Personnel**

8.59.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County

Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.59.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.59.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period

set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 8.59.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 8.59.5 In addition to complying with the requirements of this Paragraph, Contractor shall also comply with all other applicable local, departmental, State, and federal laws regulations and requirements for COVID-19.
- 8.59.6 Contractor shall sign and adhere to the provisions of Exhibit G (COVID-19 Vaccination Certification of Compliance). Contractor shall also incorporate the requirements of this Paragraph into its contracts with Subcontractors.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

### **9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

### **9.3 Intentionally Omitted**

### **9.4 Intentionally Omitted**

### **9.5 Contractor's Charitable Activities Compliance**

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

### **9.6 Intentionally Omitted**

### **9.7 Intentionally Omitted**

### **9.8 Intentionally Omitted**

### **9.9 Intentionally Omitted**

/

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

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By \_\_\_\_\_  
ADOLFO GONZALES  
CHIEF PROBATION OFFICER

(Contractor Name)

By \_\_\_\_\_

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

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

DAWYN HARRISON  
ACTING COUNTY COUNSEL

By \_\_\_\_\_  
JASON C. CARNEVALE  
DEPUTY COUNTY COUNSEL



# **EXHIBIT A**

## **STATEMENT OF WORK**

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

### **1.0 SCOPE OF WORK**

- 1.1 The Contractor shall provide family and marital counseling services to the County's Assembly Bill (AB) 109 population (hereinafter referred to as participants) to enable successful reintegration into the community. The services include counseling intended to reduce family and/or marital conflict, enhance communication, identify and assist in solving family problems, improve parental involvement and skills, and build positive pro-social relationships. The services shall be provided at a service area site within the Geographical Area listed in Exhibit V of this Contract.

The County anticipates making approximately 100 referrals for family and marital counseling services annually. The actual number of referrals will be based on the County's needs as listed in Exhibit W (Referral Form) of this Contract.

- 1.2 The Contractor shall provide the following services on a fee-for-service basis:

1.2.1 Couples Therapy

1.2.2 Family Therapy

1.2.3 Individual Counseling

1.2.4 Parenting Classes

1.2.5 Mediation Services

- 1.3 The Contractor shall adhere to the following County referral/termination process:

1.3.1 Designated, approved County staff will use referral forms to refer participants to the Contractor. The referral forms will include participant's identification, case related information, service(s) requested and a signed waiver of confidentiality.

1.3.2 The Contractor shall complete and submit a County generated authorization form to release confidential records.

1.3.3 All referrals must originate from the County. Self-referrals by the Contractor or outside agency are not permitted. All

referrals must be signed by designated County staff in order to be considered valid.

1.3.4 The Contractor may provide web-based services upon the County approval.

1.3.5 The Contractor shall be required to establish and maintain a corporate email address that will be the depository for all County referrals.

1.3.6 The Contractor shall acknowledge receipt of all County referrals by contacting the sender of the referral via email or telephone within one business day.

1.3.7 The Contractor shall notify the County of acceptance of referrals by sending a signed copy back to referring County staff and County's central email depository ([AB109Referrals@Probation.LACounty.gov](mailto:AB109Referrals@Probation.LACounty.gov)) within 2 business days of receipt.

1.3.8 The Contractor must submit the notice of intent to stop or extend services to the referring County staff and County's central email depository ([AB109Referrals@Probation.LACounty.gov](mailto:AB109Referrals@Probation.LACounty.gov)) within 2 business days of proposed termination date or extension effective date.

#### 1.3.9 Case Files

The Contractor shall develop and maintain a written case file for each participant receiving services during the Contract term and make them available upon request by the County. Each case file shall include but is not limited to the following:

1.3.9.1 Referral form(s)

1.3.9.2 Service Extension forms

1.3.9.3 Termination form(s)

1.3.9.4 Participant Satisfaction Survey

1.3.10 The case progress notes shall include the services being provided, participants progress, dates, times, person present, issues discussed, and the Contractor's signature. The Contractor shall provide within five (5) business days a

participant's copy of the case progress notes to County's Program Manager.

## **2.0 SPECIFIC TASKS**

To meet the stated goals and objectives, the Contractor shall provide the following:

### **2.1 Couples Therapy**

- 2.1.1 The Contractor shall propose a therapeutic service for couples that uses proven, evidence-based practices and interventions designed to reduce conflict, enhance communication, and identify and assist in solving the couple's problems. The proposed service shall include an evidence-based mechanism for evaluating the effectiveness of the service. This shall include specific outcomes, performance indicators and supporting measures. The service is subject to County approval.
- 2.1.2 The purpose of couples therapy is to improve the dyadic relationship with the overarching goal of reducing future criminal behaviors by reducing conflict in the relationship.
- 2.1.3 The Contractor shall make contact with the referred participant within three (3) business days of receiving referral. The Contractor shall make every effort to contact participant during day or evening hours. In the event the Contractor is unable to contact participant within the three (3) business days, the Contractor shall notify the County within one (1) business day. After two (2) documented attempts, the County will consider extending the allotted time period on a case-by-case basis. The County shall provide written approval specific to any such extensions.
- 2.1.4 The County shall pay for up to 13 sessions of couples therapy which shall be conducted over a 6-month period.
  - 2.1.4.1 The first session shall be used to conduct an assessment of the relationship to determine if the couple may benefit from couples' therapy.
  - 2.1.4.2 If the Contractor finds that a referred couple is unsuitable for couple's therapy, the case shall be referred and/or recommended for one of the other four (4) available services. The Contractor shall

make this recommendation/referral to the County staff within one (1) business day of the assessment.

- 2.1.5 If necessary, the County may authorize an extension of services to pay for an additional 6 sessions over an additional 3-month period.
- 2.1.6 Each session shall be at least 50 minutes in length.
- 2.1.7 There shall be no more than one couple per session.
- 2.1.8 The Contractor staff who performs couples therapy shall be a Licensed Marriage and Family Therapist (MFT), supervised MFT Intern or supervised MFT Trainee. (It is preferable that the therapist /trainee have training and/or experience in providing services to the adult criminal justice population).
- 2.1.9 The Contractor shall provide participants with a participant satisfaction survey at the first session, between sessions 4-6, and at the end of the service to measure service effectiveness. The participant satisfaction survey shall be included in the Contractor's monthly report and provided to the County Program Manager. The participant satisfaction survey shall be approved by the County.

#### 2.1.10 Performance Measures

- 2.1.10.1 Within three (3) business days from receipt of referral, one hundred percent (100%) of the participants shall be contacted to schedule the initial appointment.
- 2.1.10.2 At least seventy percent (70%) of the participants that complete the service will report that the couples counseling service reduced family conflict, enhanced communication, and/or assisted the couple in solving their problems as measured by the participants satisfaction survey.

## 2.2 Family Therapy

- 2.2.1 The Contractor shall propose a therapeutic service for families that uses proven, evidence-based practices and interventions designed to reduce family conflict, enhance communication within the family, identify and assist in solving family problems, and build pro-social family relationships. The proposed service shall include an evidence-based mechanism for

evaluating the effectiveness of the service. This shall include specific outcomes, performance indicators and supporting measures. The service is subject to County approval.

2.2.2 The purpose of family therapy is to improve family functioning with the overarching goal of reducing future criminal behavior by reducing family conflict and building positive, supportive relationships.

2.2.3 The Contractor shall make contact with the referred participant within three (3) business days of receiving referral. The Contractor shall make every effort to contact participant during day or evening hours. In the event the Contractor is unable to contact participant within the three (3) business days, the Contractor shall notify the County within one (1) business day. After two (2) documented attempts, the County will consider extending the allotted time period on a case-by-case basis. The County shall provide written approval specific to any such extensions.

2.2.4 The County shall pay for up to 13 sessions of family therapy which shall be conducted over a 6-month period.

2.2.4.1 The first session shall be used to conduct an assessment of the relationship to determine if the family may benefit from family therapy.

2.2.4.2 If the Contractor finds that a referred family is unsuitable for family therapy, the case shall be referred and/or recommended for one of the other four (4) available services. The Contractor shall make this recommendation/referral to the appropriate County staff within one (1) business day of the assessment.

2.2.5 If necessary, the County may authorize an extension of services to pay for an additional 6 sessions over an additional 3-month period.

2.2.6 Each session shall be at least 50 minutes in length.

2.2.7 There shall be no more than one family per session.

2.2.8 The Contractor staff who perform family therapy shall be a Licensed Marriage and Family Therapist, supervised MFT Intern or supervised MFT Trainee. It is preferable that the

therapist/trainee have training and/or experience in providing services to the adult criminal justice population.

- 2.2.9 The Contractor shall provide participants with a participant satisfaction survey at the first session, between sessions 4-6, and at the end of the service to measure service effectiveness. The participant satisfaction survey shall be included in the Contractor's monthly report and provided to the County Program Manager. The participant satisfaction survey shall be approved by the County.

#### 2.2.10 Performance Measures

- 2.2.10.1 Within three (3) business days from receipt of referral, one hundred percent (100%) of the participants shall be contacted to schedule the initial appointment.
- 2.2.10.2 At least seventy percent (70%) of the participants that complete the service will report that the family therapy service reduced family conflict, enhanced communication, and/or assisted the couple in solving their problems as measured by the participants satisfaction survey approved by the County.

### 2.3 Individual Counseling

- 2.3.1 The Contractor shall propose a service that uses proven, evidence-based practices and interventions designed to reduce family/marital conflict, enhance communication within the family, identify and assist in solving family problems, improve parental involvement and skills, or build pro-social family relationships. The proposed service shall include an evidence-based mechanism for evaluating the effectiveness of the service. This shall include specific outcomes, performance indicators and supporting measures. The service is subject to County approval.
- 2.3.2 The purpose of individual counseling is to focus on the specific risk factors and personal factors (including trauma, loss and grief) that are contributing to family conflict.
- 2.3.3 The Contractor shall make contact with the referred participant within three (3) business days of receiving referral. The Contractor shall make every effort to contact participant during day or evening hours. In the event the Contractor is



unable to contact participant within the three (3) business days, the Contractor shall notify the County within one (1) business day. After two (2) documented attempts, the County will consider extending the allotted time period on a case-by-case basis. The County shall provide written approval specific to any such extensions.

2.3.4 The County shall pay for up to 13 sessions of individual counseling which shall be conducted over a 6-month period.

2.3.4.1 The first session shall be used to conduct an assessment to determine if the referred participant may benefit from individual counseling designed to reduce family conflict.

2.3.4.2 If the Contractor finds that a referred participant is unsuitable for individual counseling, the case shall be referred and/or recommended for one of the other four (4) available services. The Contractor shall make this recommendation/ referral to the appropriate County staff within one (1) business day of the assessment.

2.3.5 If necessary, the County may authorize an extension of services to pay for an additional 6 sessions over an additional 3-month period.

2.3.6 Each session shall be at least 50 minutes in length.

2.3.7 There shall be no more than one participant per session.

2.3.8 The Contractor staff who perform individual counseling shall be a Licensed Marriage and Family Therapist, Supervised MFT Intern or Supervised MFT Trainee. It is preferable that the therapist/trainee have training and/or experience in providing services to the adult criminal justice population.

2.3.9 The Contractor shall provide participants with a participant satisfaction survey at the first session, between sessions 4-6, and at the end of the service to measure service effectiveness. The participant satisfaction survey shall be included in the Contractor's monthly report and provided to the County Program Manager. The participant satisfaction survey shall be approved by the County.

### 2.3.10 Performance Measures

2.3.10.1 Within three (3) business days from receipt of referral, one hundred percent (100%) of the participants shall be contacted to schedule the initial appointment.

2.3.10.2 At least seventy percent (70%) of the participants that complete the service will report in a participant's satisfaction survey that the counseling service successfully addressed risk and personal factors that contributed to family conflict.

## 2.4 Parenting Classes

2.4.1 The Contractor shall propose a manualized parenting class program that uses a proven, evidence-based model and focuses on cognitive-behavioural and parent management skills development. The proposed service shall include an evidence-based mechanism for evaluating the effectiveness of the service. This shall include specific outcomes, performance indicators and supporting measures. The service is subject to County approval.

2.4.2 The County shall pay for up to 12 hours of parenting classes. The classes shall be conducted over a 3-month period and shall include the participant, and the co-parent. Parenting classes shall consist of a maximum of twenty (20) participants.

2.4.3 The Contractor shall make contact with the referred participant within three (3) business days of receiving referral. The Contractor shall make every effort to contact participant during day or evening hours. In the event the Contractor is unable to contact participant within the three (3) business days, the Contractor shall notify the County within one (1) business day. After two (2) documented attempts, the County will consider extending the allotted time period on a case-by-case basis. The County shall provide written approval specific to any such extensions.

2.4.4 The purpose of parenting classes is to teach the participants how to effectively parent their children with an emphasis on reducing family conflict and reducing the children's involvement in the criminal justice system.

- 2.4.5 The Contractor shall administer to participants a County approved questionnaire before and after participants complete the program (pre- and post-test).
- 2.4.6 Each session shall be at least one hour in length.
- 2.4.7 The Contractor shall provide parenting classes in English and Spanish.
- 2.4.8 The Contractor staff who facilitate these parenting classes shall possess at least a Bachelor's Degree in social work, psychology, marriage and family counseling, criminal justice, or a closely related field and have received the specified training to deliver parenting class.
- 2.4.9 Performance Measures
  - 2.4.9.1 Within three (3) business days from receipt of referral, one hundred percent (100%) of the participants shall be contacted to schedule the initial class.
  - 2.4.9.2 One hundred percent (100%) of the participants that complete the program shall receive a certificate of completion.
  - 2.4.9.3 At least seventy-five percent (75%) of the participants that complete the program shall demonstrate an increase in positive, pro-social parent management skills as indicated by the program model's pre-and-post test.

## **2.5 Mediation Services**

- 2.5.1 The Contractor shall propose services that use proven, evidence-based practices and interventions designed to reduce family/marital conflict, enhance communication within the family, identify and assist in solving family problems, improve parental involvement and skills, or build pro-social family relationships. The proposed service shall include an evidence-based mechanism for evaluating the effectiveness of the service. This shall include specific outcomes, performance indicators and supporting measures. The service is subject to County approval.
- 2.5.2 The purpose of the mediation services is to work with supervised persons and their families, co-parents, in-laws, or

significant others that are involved in a dispute to identify the issues, reduce misunderstandings, clarify priorities, find points of agreement, explore new areas of compromise, and negotiate an amicable resolution and written agreement.

2.5.3 The Contractor shall make contact with the referred participant within two (2) business days of receiving referral. The Contractor shall make every effort to contact participant during day or evening hours. In the event the Contractor is unable to contact participant within the two (2) business days, the Contractor shall notify the County within one (1) business day. After two (2) documented attempts, the County will consider extending the allotted time period on a case-by-case basis. The County shall provide written approval specific to any such extensions.

2.5.4 The County shall pay for up to 6 hours of mediation services for participants with their family members (i.e., participants, children, co-parent, in-laws, significant others, and other family members that are involved in the conflict) which may be conducted over a 3-month period.

2.5.5 Each session shall be at least one hour in length.

2.5.6 The Contractor shall provide mediation services in English and Spanish.

2.5.7 The Contractor staff who perform mediation services shall be a Licensed Marriage and Family Therapist, supervised MFT Intern or supervised MFT Trainee. It is preferable that the therapist/trainee have training and/or experience in providing services to the adult criminal justice population.

2.5.8 Performance Measures

2.5.8.1 Within two (2) business days from receipt of referral, one hundred percent (100%) of the participants shall be contacted to schedule the initial appointment.

## **2.6 Additional Requirements**

2.6.1 The Contractor shall maintain a sign-in sheet for participants when they receive services. The sign-in sheet shall be included in the Contractor's monthly report and provided to the County's Program Manager.

2.6.2 The Contractor shall attend monthly meetings and provide monthly information reports to the County's Program Manager by the 15<sup>th</sup> of the following month. Report format and content is subject to County approval.

2.6.3 The Contractor shall provide the County, upon request, with additional data relative to performance.

### **3.0 QUALITY CONTROL**

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

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

### **4.0 QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include

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

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

#### **4.1 Performance Evaluation Meetings**

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

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

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

#### **4.4 Contract Discrepancy Report**

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

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit S (Contract Discrepancy Report) of this Contract. Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal

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

#### **4.5 County Observations**

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

### **5.0 DEFINITIONS**

- 5.1 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m., PT, not including any County holidays.
- 5.2 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.3 Contract Start Date – The date the Contractor begins work in accord with the terms of the Contract.
- 5.4 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.5 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.6 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and the County's Program Manager.
- 5.7 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.8 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.9 Performance Requirements Summary (PRS) – The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.

- 5.10 Quality Assurance Plan (Surveillance Plan) – The plan developed by Probation, specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.11 Quality Control – All necessary measures taken by the Contractor(s) to assure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.
- 5.12 Subcontractor – Any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder in accordance with Appendix C – Paragraph 8.40 “Subcontracting”.

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

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

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

#### **6.2 Intentionally Omitted**

### **CONTRACTOR**

#### **6.3 Project Director**

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding the County holidays. The Project Director shall provide management and coordination of this



Contract, and shall act as the sole contact person with the County.

- 6.3.2 When Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director/authorized agent shall have provided the required or similar services for a minimum of three (3) years within the last five (5) years and/or hold a bachelor's degree in education, criminal justice, administration of justice, psychology, sociology or a related field, and is a current employee of the agency.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak, and understand English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director/authorized agent and any replacement recommended by the Contractor.

#### **6.4 Personnel**

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve all staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI

form is listed in Exhibit T (Confidentiality of CORI Information) of this Contract.

6.4.3 All personnel must be able to read, write, spell, speak, and understand English.

6.4.4 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.

6.4.5 The County reserves the right to have the County's Program Manager or authorized agent, interview all prospective employees of the Contractor.

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

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

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

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

**6.5 Intentionally Omitted**

**6.6 Intentionally Omitted**

**6.7 Intentionally Omitted**

**6.8 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., PT, Monday through Friday, by at least one (1) employee who can

respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

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

The Contractor shall provide Family and Marital Counseling Services Monday through Friday, from 9 a.m. to 6 p.m., PT. The Contractor may also be required to provide Family and Marital Counseling Services on evenings, weekends, and holidays as needed and requested by County.

## **8.0 INTENTIONALLY OMITTED**

## **9.0 UNSCHEDULED WORK**

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

## **10.0 INTENTIONALLY OMITTED**

## **11.0 GREEN INITIATIVES**

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

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

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

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

- 12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) of this Contract summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain the Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.
- 12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:
- 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specify steps to return performance to an acceptable level, and the monitoring methods to prevent recurrence.
  - 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
  - 12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
  - 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract, and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

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

/

## PRICING SHEET

### FAMILY AND MARITAL COUNSELING SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

**GEOGRAPHICAL AREA** \_\_\_\_\_

PROVIDE COST PER SERVICE UNIT FOR THE FOLLOWING SERVICES:		
<b>Couples Therapy</b> <i>[One (1) Service Unit = 50 minutes of service provided]</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <i>(Write out dollar amount in full, per Service Unit)</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px; text-align: center;">\$</div> <i>(Use figure amount)</i>
<b>Family Therapy</b> <i>[One (1) Service Unit = 50 minutes of service provided]</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <i>(Write out dollar amount in full, per Service Unit)</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px; text-align: center;">\$</div> <i>(Use figure amount)</i>
<b>Individual Counseling</b> <i>[One (1) Service Unit = 50 minutes of service provided]</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <i>(Write out dollar amount in full, per Service Unit)</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px; text-align: center;">\$</div> <i>(Use figure amount)</i>
<b>Parenting Classes</b> <i>[One (1) Service Unit = One hour of service provided]</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <i>(Write out dollar amount in full, per Service Unit)</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px; text-align: center;">\$</div> <i>(Use figure amount)</i>
<b>Mediation Services</b> <i>[One (1) Service Unit = One hour of service provided]</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <i>(Write out dollar amount in full, per Service Unit)</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px; text-align: center;">\$</div> <i>(Use figure amount)</i>

<b>Parenting Classes (Spanish)</b> <i>[One (1) Service Unit = One hour of service provided]</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <i>(Write out dollar amount in full, per Service Unit)</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px; text-align: center;">\$</div> <i>(Use figure amount)</i>
<b>Mediation Services (Spanish)</b> <i>[One (1) Service Unit = One hour of service provided]</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <i>(Write out dollar amount in full, per Service Unit)</i>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px; text-align: center;">\$</div> <i>(Use figure amount)</i>

**EXHIBIT C**  
**INTENTIONALLY OMITTED**

**CONTRACTOR'S EEO CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number**GENERAL**

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

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

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Signature

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Date

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Name and Title of Signer (please print)

**COUNTY'S ADMINISTRATION**

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

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

**COUNTY'S PROGRAM MANAGER:**

Name:	<u>Annette Jackson</u>
Title:	<u>Special Assistant</u>
Address:	<u>9150 East Imperial Highway P-73</u>
	<u>Downey, CA 90242</u>
Telephone:	<u>562-334-4204</u>
E-Mail Address:	<u>Annette.Jackson@probation.lacounty.gov</u>

**COUNTY'S CONTRACT ANALYST:**

Name:	<u>Thao Nguyen</u>
Title:	<u>Contract Analyst</u>
Address:	<u>9150 East Imperial Highway, Room D-29</u>
	<u>Downey, CA 90242</u>
Telephone:	<u>562-940-2675</u>
Facsimile	<u>562-658-2307</u>
E-Mail Address:	<u>Thao.Nguyen@probation.lacounty.gov</u>

**COUNTY'S CONTRACT MONITOR:**

Name:	<u>Rene Francis</u>
Title:	<u>Manager</u>
Address:	<u>7639 South Painter Avenue</u>
	<u>Whittier, CA 90602</u>
Telephone:	<u>562-907-3007</u>
Facsimile	<u>562-464-2831</u>
E-Mail Address:	<u>Rene.Francis@probation.lacounty.gov</u>



**CONTRACTOR’S ADMINISTRATION**

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**CONTRACTOR’S NAME**

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

**CONTRACTOR’S PROJECT DIRECTOR:**

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

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

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

\_\_\_\_\_

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

Facsimile \_\_\_\_\_

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

**CONTRACTOR’S AUTHORIZED OFFICIAL(S)**

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

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

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

\_\_\_\_\_

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

Facsimile \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

Facsimile \_\_\_\_\_

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

**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –**  
**Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (the  
“Contractor”), certify that on County Contract \_\_\_\_\_ [ENTER  
CONTRACT NUMBER AND NAME]:

\_\_\_\_\_ All Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance.

\_\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

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

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name

Released December 14, 2021

Version 2.0

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

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

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

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

## EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

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

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

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

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

ACKNOWLEDGED AND RECEIVED:

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

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

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

Print

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

# *Safely* Surrendered



No shame. No blame. No names.

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

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723  
[www.babysafela.org](http://www.babysafela.org)

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

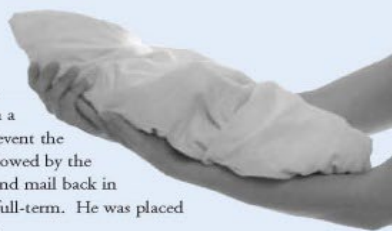
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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





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



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

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

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

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



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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**EXHIBITS J - M**  
**INTENTIONALLY OMITTED**

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. definitions**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health



Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## 2. Permitted and required Uses and Disclosures of Protected Health Information

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was

disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

### 3. Prohibited Uses and Disclosures of Protected HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

### 4. OBLIGATIONS to safeguard protected health information

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

### 5. Reporting Non-Permitted Uses or Disclosures, Security Incidents, and Breaches of Unsecured Protected Health Information

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business

Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account

number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## 6. written assurances of subcontractors

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered

Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## 8. Amendment of PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

## 9. Accounting of Disclosures of PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:



- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. compliance with applicable HIPAA rules**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. Availability of Records**

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of

Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## **12. Mitigation of Harmful Effects**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

## **13. Breach Notification to individuals**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. Indemnification**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. Term**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. Termination for Cause**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-

breaching party may terminate this Business Associate Agreement immediately.

**18. Disposition of Protected Health Information Upon Termination or Expiration**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
  - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

**19. Audit, inspection, and Examination**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
*Name and Title of Signer (please print)*





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



Requesting Agency: \_\_\_\_\_  
 Agency Address: \_\_\_\_\_  
 City and Zip Code: \_\_\_\_\_  
 Agency Contact Person: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 LEAD AGENCY (if different) \_\_\_\_\_

**LIVE SCAN SCHEDULE:**  
**Monday & Friday: 8:30 AM – 4:30 PM**

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

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

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

**Instructions to Applicants:**

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

**CONTRACT BACKGROUND  
APPLICATION**

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

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

POSITION \_\_\_\_\_

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

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

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

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


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


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

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

\_\_\_\_\_  
Date

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

☐ **Work Function #1**

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

☐ **Work Function #2**

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

☐ **Work Function #3**

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

☐ **Work Function #4**

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

☐ **Work Function #5**

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

☐ **Work Function #6**

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

☐ **Work Function #7**

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

REVIEWED BY -

SIGNATURE

TITLE

DEPARTMENT

DATE

**PLEASE TYPEWRITE OR PRINT IN BLACK INK**

L: Bdg\Forms\Contract Emp Info.doc

Revised 7/2009

**EXHIBIT Q**

**INTENTIONALLY OMITTED**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

**2.206.030 Applicability.**

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

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.040 Required solicitation and contract language.**

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

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

**2.206.050 Administration and compliance certification.**

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

**2.206.060 Exclusions/Exemptions.**

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

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

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

Page 4 of 4

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

**- OR -**

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

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

Print Name:	Title:
Signature:	Date:

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



## CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**

**Prepared:**

\_\_\_\_\_

**Returned by Contractor:**

\_\_\_\_\_

**Action Completed:**

\_\_\_\_\_

**DISCREPANCY PROBLEMS:**

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**COUNTY ACTIONS:**

\_\_\_\_\_

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

**CONTRACTOR NOTIFIED OF ACTION:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

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

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

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date

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

**PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART**

<b>REQUIRED SERVICES</b>	<b>STANDARD</b>	<b>MAXIMUM ALLOWED DEVIATION (AQLS)</b>	<b>METHOD OF SURVEILLANCE</b>	<b>LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS</b>
Overall compliance with Section 1.0 (Scope of Work) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from the Contractor Reports</li> </ul>	\$100 per day until rectified
The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Personnel assigned to provide service under this Contract shall be fingerprinted prior to providing services pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
The Contractor shall reimburse the County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
The Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from the Contractor Reports</li> </ul>	\$100 per day until rectified

## GEOGRAPHICAL AREA

### SOUTH LOS ANGELES REGION

ZIP CODE	CITY NAME
90001	LOS ANGELES
90003	LOS ANGELES
90007	LOS ANGELES
90011	LOS ANGELES
90012	LOS ANGELES
90013	LOS ANGELES
90014	LOS ANGELES
90015	LOS ANGELES
90017	LOS ANGELES
90021	LOS ANGELES
90026	LOS ANGELES
90030	LOS ANGELES
90037	LOS ANGELES
90043	LOS ANGELES
90050	LOS ANGELES
90051	LOS ANGELES
90052	LOS ANGELES
90053	LOS ANGELES
90054	LOS ANGELES
90055	LOS ANGELES
90057	LOS ANGELES

ZIP CODE	CITY NAME
90060	LOS ANGELES
90062	LOS ANGELES
90071	LOS ANGELES
90074	LOS ANGELES
90075	LOS ANGELES
90076	LOS ANGELES
90079	LOS ANGELES
90081	LOS ANGELES
90082	LOS ANGELES
90084	LOS ANGELES
90086	LOS ANGELES
90087	LOS ANGELES
90088	LOS ANGELES
90089	LOS ANGELES
90093	LOS ANGELES
90094	LOS ANGELES
90099	LOS ANGELES
90301	INGLEWOOD
90302	INGLEWOOD
90305	INGLEWOOD
90309	INGLEWOOD

Geographical Area	Approximate # of Referrals (Annually)
South Los Angeles Region	100

## GEOGRAPHICAL AREA

### SOUTH BAY REGION

ZIP CODE	CITY NAME
90059	LOS ANGELES
90061	LOS ANGELES
90220	COMPTON
90221	COMPTON
90222	COMPTON
90223	COMPTON
90224	COMPTON
90247	GARDENA
90248	GARDENA
90249	GARDENA
90254	HERMOSA BEACH
90255	HUNTINGTON PARK
90262	LYNWOOD
90266	MANHATTAN BEACH
90267	MANHATTAN BEACH
90277	REDONDO BEACH
90278	REDONDO BEACH
90280	SOUTH GATE
90501	TORRANCE
90502	TORRANCE

ZIP CODE	CITY NAME
90503	TORRANCE
90504	TORRANCE
90505	TORRANCE
90506	TORRANCE
90507	TORRANCE
90508	TORRANCE
90509	TORRANCE
90510	TORRANCE
90710	HARBOR CITY
90711	LAKEWOOD
90713	LAKEWOOD
90717	LOMITA
90723	PARAMOUNT
90744	WILMINGTON
90745	CARSON
90746	CARSON
90747	CARSON
90748	WILMINGTON
90749	CARSON
90895	CARSON

Geographical Area	Approximate # of Referrals (Annually)
South Bay Region	34

# REFERRAL FORM



**Los Angeles County Probation Department**  
**AB 109 Family Counseling Referral**  
*(Fill out form completely and distribute as follows to accurate processing)*  
*Distribution: Scan/Email to EDL-PROB AB109 Special Assistants*



## PARTICIPANT INFORMATION

LAST, First: \_\_\_\_\_ CDC # \_\_\_\_\_ X- Number: **X-**  
 DOB: \_\_\_\_\_ Age: \_\_\_\_\_ yrs. Gender: ☒ Male ☐ Female ☐ Transgender  
 Soc. Sec #: \_\_\_\_\_ Client Phone: \_\_\_\_\_  
 Probation Case #: \_\_\_\_\_ Mandatory PRCS/Split Term Date: (active cases only) \_\_\_\_\_  
 Ethnicity / Race: \_\_\_\_\_ Preferred Language: \_\_\_\_\_

### AB 109 POPULATION TYPE: (check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> PRCS, active  | <input type="checkbox"/> Split Sentence, active                    |
| <input type="checkbox"/> PRCS, terminated on _____                           | <input type="checkbox"/> Split Sentence, terminated on _____       |
| <input type="checkbox"/> Formal Probation, active + PRCS terminated on _____ | <input type="checkbox"/> Straight Sentenced, released from custody |

### Check all that apply & provide details below:

- ☐ Domestic Violence History  
☐ Stay Away Orders: Victims/Areas  
☐ Substance Abuse: Druq(s) of Choice  
☐ Gang Affiliation: Gang  
☐ Sex/Arson Registrant

### SERVICE(S) REQUESTED:

- ☐ Couples Therapy  
☐ Family Therapy  
☐ Individual Counseling  
☐ Parenting Classes  
☐ Mediation Services

*Provide required details and any information which will assist provider in servicing the client. Attach backup documentation, if necessary.*

## DEPUTY PROBATION OFFICER INFORMATION

Assigned DPO: DPO \_\_\_\_\_ Area Office: \_\_\_\_\_ Phone No: \_\_\_\_\_  
 Referring DPO: DPO \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 DPO Email: \_\_\_\_\_@probation.lacounty.gov  
 SDPO Name: SDPO \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Area Office: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
 DPO Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### AB 109 ADMIN USE

Staff: \_\_\_\_\_ Date: \_\_\_\_\_  
 Referral:  
☐ Approved ☐ Disapproved  
 Lead Agency/Proposed Effective Date: \_\_\_\_\_  
 If disapproved, why? Alternative Solutions: \_\_\_\_\_

### AGENCY USE

Accepted by CBO \_\_\_\_\_  
 Staff Full Name & Contact Number \_\_\_\_\_  
 Date Received: \_\_\_\_\_ Anticipated Start Date: \_\_\_\_\_  
 Services to be offered: \_\_\_\_\_

**ATTACHMENT II**

CBO	Geographical Area	Estimated Annual Contract Amount
Chinatown Service Center	South Los Angeles Region	\$300,000
Soul Enrichment Ministries	South Bay Region	\$100,000

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/4/2022		
<b>BOARD MEETING DATE</b>	6/8/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Probation Department		
<b>SUBJECT</b>	Camp Glenn Rockey Ceiling Replacement Project		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A		
<b>COST &amp; FUNDING</b>	Total cost: \$855,000		Funding source: Probation Department-Juvenile Institutions Services, Services and Supplies budget
	TERMS (if applicable):		
	Explanation: Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$855,000 from the Probation Department-Juvenile Institutions Services, Services and Supplies budget to the Camp Glenn Rockey Ceiling Replacement Project, Capital Project No. 87829, to fully fund the proposed Project.		
<b>PURPOSE OF REQUEST</b>			
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The current state of the ceiling located in Camp Glenn Rockey's Hope Center is in disrepair and presents a safety and hazard issue for both occupants as well as County employees assigned to the Camp.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: - Thomas DeSantis, (323) 267-3467, TDesantis@isd.lacounty.gov		





County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**SELWYN HOLLINS**  
Director

*"Trusted Partner and Provider of Choice"*

Telephone: (323) 267-2101  
FAX: (323) 264-7135

June 8, 2022

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:

**PROBATION DEPARTMENT  
CAMP GLENN ROCKEY CEILING REPLACEMENT PROJECT  
CATEGORICAL EXEMPTION  
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87829  
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
(SUPERVISORIAL DISTRICT 5)  
(FY 21-22, 3 VOTES)**

**SUBJECT**

Approval of the recommendations will find the Camp Glenn Rockey Ceiling Replacement Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87829, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed Project using a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Camp Glenn Rockey Ceiling Replacement Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the Camp Glenn Rockey Ceiling Replacement Project, Capital Project No. 87829 with a total budget of \$855,000.

3. Approve an appropriation adjustment to transfer \$855,000 Probation Department-Juvenile Institutions Services, Services and Supplies budget to the Camp Glenn Rockey Ceiling Replacement Project, Capital Project No. 87829, to fully fund the proposed project.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Camp Glenn Rockey Ceiling Replacement Project using a Board-approved Job Order Contract.

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

Approval of the recommendations will find the proposed Camp Glenn Rockey (Camp) Ceiling Replacement Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87829, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will replace the existing ceiling and lighting of the Camp's Hope Center located at 1900 Sycamore Canyon Road in the City of San Dimas. The current state of the ceiling is in disrepair and presents a safety and hazard issue for both occupants as well as County employees assigned to the Camp.

The proposed repair and remodeling scope of work includes the following: replacement of the existing suspended T-bar track, light fixtures, wiring, lighting controls, and electrical lines; and the installation of a gypsum board ceiling, plywood, and drywall.

The estimated project duration is approximately 15 months which includes the completion of design and construction documents, jurisdictional approvals, construction, and project completion. The estimated time for the construction component is 12 months.

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

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

### **FISCAL IMPACT/FINANCING**

The total cost for the proposed Project is currently estimated at \$855,000, which includes design, construction, change order allowance, inspection/testing, civic art fee, and ISD County services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$855,000 from the Probation Department-Juvenile Institutions Services, Services and Supplies budget to the Camp Glenn Rockey Ceiling Replacement Project, Capital Project No. 87829, to fully fund the proposed Project.

## **Operating Budget Impact**

The scope of work consists of refurbishments made to an existing space. Therefore, following the completion of the proposed Project, ISD and the Probation Department do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed Project.

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

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed Project will include a best efforts Local Worker hiring goal of at least thirty percent (30%). The "Targeted Worker" component will not be included as part of the proposed Project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project budget includes one percent (1%) of eligible design and construction costs, in the amount of \$5,000, to be allocated to the Civic Art Fund.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from CEQA. The scope of work consists of ceiling repair and remodeling. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), (d), and (f), and 15302 of the State CEQA Guidelines and Classes 1(c), (d), and (i), and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use and replacement of features with the same purpose and capacity.

In addition, based on the records of the proposed Project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed Project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

## **CONTRACTING PROCESS**

The proposed Project will be delivered using an ISD Board-approved JOC for the repair and remodeling. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOCs.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program)

and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this proposed Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by County employees, due to the "Force Account" limitations set forth in the Public Contract Code.

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

Approval of the recommendations will have minimal impact on current County services. The construction will be completed in phases in order to minimize disruptions to the daily operations of the Hope Center.

**CONCLUSION**

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and the Probation Department.

Respectfully submitted,

Selwyn Hollins  
Director

SH:ME:TR:sy

Enclosures

C: Executive Office, Board of Supervisors  
Chief Executive Officer  
County Counsel  
Arts Commission  
Probation Department

## PROJECT INFORMATION SHEET SCHEDULE AND BUDGET SUMMARY

<b>PROJECT :</b>	<b>Camp Glenn Rockey Ceiling Replacement</b>
<b>CAPITAL PROJECT NO. :</b>	<b>87829</b>

<b>I. PROJECT SCHEDULE</b>		
<b>Project Activity</b>	<b>Scheduled Completion Date</b>	<b>Scheduled Completion Date</b>
Complete Construction Documents	N/A	May 2021
Jurisdictional Approval	N/A	Aug 2021
Award Construction Contract	2 months following Board approval	Aug 2022
Substantial Completion	14 months following Board approval	Aug 2023
Project Acceptance	15 months following Board approval	Sept 2023

<b>II. BUDGET SUMMARY</b>	
<b>Budget Category</b>	<b>Proposed Budget</b>
Construction	
Construction	\$ 433,000.00
Change Orders	\$ 132,000.00
<b>Subtotal</b>	\$ 565,000.00
Civic Art	\$ 5,000.00
Plans and Specifications	\$ 81,000.00
Jurisdictional Review/Plan Check/Permits	\$ 5,000.00
County Services	\$ 199,000.00
<b>Total Project Budget</b>	<b>\$ 855,000.00</b>

PINK(1)

BA FORM 11162021

BOARD OF SUPERVISORS

OFFICIAL COPY

April 12, 2022

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

PROBATION DEPARTMENT

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2021-22****3 - VOTES**

SOURCES		USES	
<b>PROBATION - JUVENILE INSTITUTIONS SERVICES</b> A01-PB-2000-17000-17250 SERVICES & SUPPLIES <b>DECREASE APPROPRIATION</b>		<b>PROBATION</b> <b>CAMP GLENN ROCKEY CEILING REPLACEMENT</b> A01-CP-6014-65042-87829 CAPITAL ASSETS - B & I <b>INCREASE APPROPRIATION</b>	
	<b>855,000</b>		<b>855,000</b>
<b>SOURCES TOTAL</b>		<b>USES TOTAL</b>	
<b>\$ 855,000</b>		<b>\$ 855,000</b>	

**JUSTIFICATION**

Approval of this appropriation adjustment will transfer \$855,000 in net County cost from the Probation Department-Juvenile Institutions Services, Services and Supplies budget to the Camp Glenn Rockey Ceiling Replacement Project, Capital Project No. 87829, to fully fund the proposed project.

**Gina M.  
Byrnes**

 Digitally signed by Gina  
M. Byrnes  
Date: 2022.03.01  
15:10:49 -08'00'
**AUTHORIZED SIGNATURE**

GINA M. BYRNES, CHIEF FINANCIAL OFFICER

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

 REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐ ACTION

☒ **RECOMMENDATION**  
 Digitally signed by Lan  
Sam  
Date: 2022.03.02  
10:43:00 -08'00'

AUDITOR-CONTROLLER

BY

B.A. NO. 172

DATE

**March 2, 2022**
☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Matthew J.  
Diaz**

 Digitally signed by  
Matthew J. Diaz  
Date: 2022.03.09  
10:05:39 -08'00'

BY

DATE

**March 9, 2022**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	3/23/2022		
<b>BOARD MEETING DATE</b>	4/05/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Sheriff		
<b>SUBJECT</b>	Request approval of the School Law Enforcement Services Agreement for School Resource Deputy		
<b>PROGRAM</b>	School Law Enforcement Services Agreement for School Resource Deputy		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$7,327,830	100% funded by the school districts	
	TERMS (if applicable): July 1, 2022 – June 30, 2027  Explanation: Costs are fully offset by participating school districts. There is no net county cost to the County.		
<b>PURPOSE OF REQUEST</b>	Seek approval of the School Law Enforcement Services Agreement for School Resource Deputy. There is no net county cost to the County.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Agreement enables deputies to provide necessary resources to handle problems unique to school campuses. Deputies assist the schools with implementation of programs designed to help thwart school violence, provide a safe learning environment, and provide public safety. Deputies coordinate and train with patrol stations, the fire department and school administrators on a regular basis to prepare for a number of possible disasters including natural disasters, campus violence and terrorism.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: N/A		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The Agreement support the County Strategic Plan: Goal 2, Strategy II.2 – Support the Wellness of our Communities by promoting practices for higher quality of life through violence reduction and Goal 3, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by enhancing quality law enforcement services to the County by effectively opening avenues of communication between the school administration, faculty, student body, the community, the Department, and emergency services.		

<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rudy Sanchez, Sergeant, 213-229-1634, <a href="mailto:rpsanche@lasd.org">rpsanche@lasd.org</a> Mina Cho, Sergeant, 213-229-1632, <a href="mailto:mcho@lasd.org">mcho@lasd.org</a>
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April 5, 2022

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 SCHOOL LAW ENFORCEMENT SERVICES  
AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of School Law Enforcement Services Agreement for School Resource Deputy Program (School Agreement) by and between the County and various school districts for the provision of law enforcement services on school campuses.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached boilerplate School Agreement for the period from July 1, 2022, through June 30, 2027, unless sooner terminated or extended, for the provision of full-time law enforcement services on school campuses through the Department's School Resource Deputy Program (School Program).
2. Delegate authority to the Sheriff to execute School Agreements, substantially similar to the attached School Agreement, with school districts in the County requesting full-time law enforcement services, effective July 1, 2022, or upon execution by the Sheriff, whichever is later, through June 30, 2027, unless sooner terminated or extended.

3. Delegate authority to the Sheriff to execute any and all amendments to the School Agreements, ensuring any negative fiscal impact to the County is avoided.

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

The purpose of the recommended action is to approve the boilerplate School Agreement and delegate authority to the Sheriff to execute School Agreements with various school districts in the County for the performance of law enforcement services for the period from July 1, 2022, through June 30, 2027.

The Department's School Program has provided dedicated full-time law enforcement services to various school districts within the County for approximately 24 years. Thirteen school districts currently participate in the School Program. The School Program currently consists of 1 sergeant, 1 bonus deputy, and 35 deputy sheriffs from 10 different patrol stations.

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

The School Agreement is consistent with the County's Strategic Plan, Goal 2, Strategy II.2 – Support the Wellness of our Communities by promoting practices for higher quality of life through violence reduction, and Goal 3, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by enhancing quality law enforcement services to the County by effectively opening avenues of communication between the schools administration, faculty, student body, the community, the Department, and emergency services. The School Agreement enables deputies to provide necessary resources to handle problems unique to school campuses. Deputies assist the schools with the implementation of programs designed to help thwart school violence, provide a safe learning environment, and provide public safety. Deputies coordinate and train with patrol stations, the fire department, and school administrators on a regular basis to prepare for a number of possible disasters including natural disasters, campus violence, and terrorism.

### **FISCAL IMPACT/FINANCING**

Under the terms of the School Agreement, the school districts shall pay the Department for the services at the prevailing annual rates determined by the County Auditor-Controller, pursuant to the policies adopted by the Board. Fiscal Year (FY) 2021-22 aggregate revenue estimate from the School Program is \$7,327,830. The revenue will be collected from the schools and school districts in the form of monthly payments that are equivalent to one-twelfth of the annual contract sum.

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

School districts within the County desire to continue their participation in the School Program.

The School Agreement will commence July 1, 2022, or upon execution by the Sheriff, whichever is later, and shall terminate on June 30, 2027, unless sooner terminated or extended. Either party may terminate the School Agreement with advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the County Auditor-Controller. The School Agreement provides for mutual indemnification by the parties.

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

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

This request is a renewal of an existing program and will have no impact on current unincorporated area services. All services provided are revenue offset by the participating school districts.

### **CONCLUSION**

Upon Board approval, please provide a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:MC:mc  
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Rodrigo A. Castro-Silva, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
John L. Satterfield, Chief of Staff, Office of the Sheriff  
Laura E. Lecrivain, Chief, Countywide Services Division  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau  
Johann W. Thrall, Captain, Community Partnership Bureau  
Bryan C. Aguilera, Lieutenant, Contract Law Enforcement Bureau  
Roberto A. Medrano, Lieutenant, Community Partnership Bureau  
Mina Cho, Sergeant, Contract Law Enforcement Bureau  
Vanessa C. Chow, Sergeant, ASD  
Charles W. Duncan IV, Sergeant, Community Partnership Bureau  
Adam R. Wright, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
(Contract Law – School Resource Deputy Program Law Enforcement Services 04-05-22)

**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

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**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

This School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Los Angeles ("County") and the CONTRACTING SCHOOL ("School").

**RECITALS**

- (a) Whereas, the Los Angeles County Sheriff's Department ("Sheriff's Department") operates a School Resource Deputy Program which provides full-time law enforcement services to schools and school districts within Los Angeles County; and
- (b) Whereas, the School is desirous of contracting with the County for the performance of law enforcement services by the Sheriff's Department as described herein; and
- (c) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (d) Whereas, this Agreement is authorized by Section 56 3/4 of the Charter of the County of Los Angeles, California Government Code Sections 53060 and 53069.8, and/or California Education Code Section 35160.

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

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide law enforcement services for the School to the extent and in the manner set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the

jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the School shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the School.
- 2.3 With regard to sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All School employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the School and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No School employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a representative of the School while performing such service for the School, as long as the service is within the scope of this Agreement.
- 2.6 The contracting School shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said School. Except as herein otherwise specified, the School shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the School.

- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject, and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 As requested by the School, law enforcement services under this Agreement may be performed by dedicated deputy personnel and/or dedicated supervisory personnel.
- 3.2 This Agreement covers 180 days of the regularly scheduled academic school year. Sheriff Department's School Resource Deputy (SRD) daily working hours are eight hours per day, five days per week, excluding weekends, holidays, and non-student school days. SRD hours are typically 7:00 am to 3:00 pm. Each school district and the station command may agree to adjust the normal start time for the SRD to be within one hour of the typical start time.
- 3.3 The 180 days of SRD coverage does not include summer school session(s). However, SRD summer school coverage is available via this Agreement at the prevailing hourly school district rate (included in Exhibit A, School Law Enforcement Services Form SH-AD 575).
- 3.4 SRD summer school coverage shall be provided eight hours per day, typically from 7:00 am to 3:00 pm. Each school district and the station command may agree to adjust the normal start time for the SRD to be within one hour of the typical start time. There is no minimum days per week for SRD summer school coverage. If a change occurs to a scheduled SRD summer school session shift (cancellation, change of start time, etc.), the school shall notify the station command at least twenty-four hours before the start of the shift to be changed.
- 3.5 SRD hours are not adjustable to provide coverage for after school special events; however, the schools and school districts may enter into the School Supplemental Law Enforcement Services Agreement for Special Events in order to obtain as needed supplemental law enforcement services for said special events.



- 3.6 As requested by the School, the Sheriff's Department shall provide personnel to perform services under this Agreement as set forth in Exhibit A, School Law Enforcement Services Form SH-AD 575, of this Agreement.
- 3.7 A new Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be authorized and signed annually by the School and the Sheriff or his designee on or before July 1, and attached hereto as an Amendment to this Agreement, to reflect the level of service for the upcoming Agreement year.
- 3.8 Should the School request a change in the level of service other than pursuant to the annual July 1 readjustment, an additional Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be signed and authorized by the School and the Sheriff or his designee and attached hereto as an Amendment to this Agreement, to reflect the revised level of service.
- 3.9 The most recent dated and signed Exhibit A, School Law Enforcement Services Form SH-AD 575, attached to this Agreement shall be the staffing level in effect between the County and the School.
- 3.10 For each newly contracted SRD added to Exhibit A, School Law Enforcement Services Form SH-AD 575, school districts shall be required to pay a one-time startup cost to procure the use and service of a marked black and white Sheriff's patrol vehicle. The County shall retain title and ownership of the patrol vehicle. The patrol vehicle shall be used for the purposes of performing SRD duties. The school district shall be invoiced for the patrol vehicle in a one-time separate billing upon the Sheriff Department's receipt of the signed Agreement and signed Exhibit A, School Law Enforcement Services Form SH-AD 575. The startup cost of the patrol vehicle shall be the prevailing annual rate as determined by the Auditor-Controller of Los Angeles County for the fiscal year in which the services shall commence.

#### **4.0 PERFORMANCE OF AGREEMENT**

- 4.1 For the purpose of performing law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

- 4.2 Notwithstanding the foregoing, the School may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement mutually agree as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the School or at schools which would not normally be provided by the Sheriff's Department, the School shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, electricity, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said School, such local office or building may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the School, provided, however, that the performance of such outside duties shall not be at any additional cost to the School.
- 4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said School, the same shall be supplied by the School at its own cost and expense.

## **5.0 INDEMNIFICATION**

- 5.1 Subject to the limitations stated in this Section 5.0, Indemnification, or elsewhere, the County shall indemnify, defend, and hold harmless the School, its officers, directors, employees, and agents (collectively, "School Indemnified Parties") from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims, causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of the County) arising from or connected with any negligent, intentional, or reckless act or omission of the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives while providing services under this Agreement. With respect to any action or claim within the scope of this Section 5.1, the County shall have the right to use counsel of its own choice, at its sole costs and expense, to defend School Indemnified Parties, and shall have

the right to adjust, settle, or compromise any such action or claim without the prior consent of the School Indemnified Parties; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes the County's indemnification of the School Indemnified Parties. The County's obligations hereunder shall be satisfied when the County has provided to the School Indemnified Parties the appropriate form of dismissal (or similar document) relieving the School from any and all liability for the action or claim involved.

- 5.2 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend any School Indemnified Parties (a) based or asserted upon any failure to prevent any crime or tortious act, (b) for any injury, loss, or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives, while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever based or asserted upon any failure to be at any specific location at any time(s) while performing services under this Agreement.
- 5.3 The School understands and agrees that the school law enforcement services and the school resource deputies provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular school at any particular time, or to prevent crime or wrongdoing from occurring at any particular place or time.
- 5.4 Notwithstanding anything contained herein, the County's obligations hereunder to the School or any School Indemnified Party shall be limited by any immunity of freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the School and all School Indemnified Parties.

- 5.5 The School shall indemnify, defend, and hold harmless the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, and representatives (collectively, "County Indemnified Parties") from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of the School ), based or asserted upon any act or omission of the School, its officers, directors, employees, agents, or representatives arising out of or in any way relating to this Agreement. With respect to any action or claim within the scope of this Section 5.5, the School shall have the right to use counsel of its own choice, at its sole cost and expense, to defend the County Indemnified Parties and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County Indemnified Parties if the indemnity tender by the County Indemnified Parties is accepted without a reservation of rights; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes School's indemnification of the County Indemnified Parties. The School's obligations hereunder shall be satisfied when the School has provided to the County Indemnified Parties the appropriate form of dismissal (or similar document) relieving the County Indemnified Parties from any and all liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe the School's obligations to indemnify and hold harmless the County.
- 5.6 The School shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at the School's sole option and discretion, to satisfy the School's indemnity obligations under this Agreement.
- 5.7 This Section 5.0, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

## **6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2022 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2027, unless sooner terminated or extended in whole or in part as provided for herein.

## **7.0 RIGHT OF TERMINATION**

7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least sixty (60) calendar days before the date specified for such termination.

7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **8.0 BILLING RATES**

8.1 For and in consideration of the rendition of the law enforcement services to be performed by the County for the School under this Agreement, the School shall pay the County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, as established by the County Auditor-Controller.

8.2 The billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service.

## **9.0 PAYMENT PROCEDURES**

9.1 The County, through the Sheriff's Department, shall render to the School a summarized invoice which covers all services performed during said month, and the School shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon.

- 9.3 In the event of any disputed amounts, the School shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.4 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Section 9.2 and Section 9.3 above.
- 9.5 Notwithstanding the provisions of California Government Code section 907, if payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after date of the invoice or the date of memorialized resolution, then the County may satisfy such indebtedness, including interest thereon, from any funds of the School on deposit with the County without giving further notice to the School of the County's intention to do so.

#### **10.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Public Entity.

#### **11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

#### **12.0 AUTHORIZATION WARRANTY**

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

### **13.0 GOVERNING LAW, JURISDICTION, AND VENUE**

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

### **14.0 NOTICES**

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

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Sergio V. Escobedo  
211 W. Temple St.  
Los Angeles, California 90012

Notices to the School shall be addressed as follows:

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

ATTN: \_\_\_\_\_

### **15.0 VALIDITY**

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

#### **16.0 WAIVER**

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

#### **17.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.

DRAFT



**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Alex Villanueva, Sheriff

Date \_\_\_\_\_

**CONTRACTING SCHOOL**

By \_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA  
County Counsel

By **APPROVAL ON FILE** \_\_\_\_\_  
Deputy County Counsel

## 0

REV: 6/16

DRAFT

## 0

REV: 6/16

DRAFT

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	3/23/2022	
<b>BOARD MEETING DATE</b>	4/05/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff	
<b>SUBJECT</b>	Request Approval of School Supplemental Law Enforcement Services Agreement for Special Events	
<b>PROGRAM</b>	School Supplemental Law Enforcement Services Agreement for Special Events	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$ As needed	Funding source: Participating school and school districts
	TERMS (if applicable): July 1, 2022 – June 30, 2027	
	Explanation: This is an as needed, hourly overtime service. Costs are fully offset by participating school districts. There is no net county cost to the County.	
<b>PURPOSE OF REQUEST</b>	Seek approval of School Supplemental Law Enforcement Services for Special Events Agreement with school districts throughout the county.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	This agreement allows the Sheriff's Department to provide law enforcement services for extracurricular school events such as dances, graduations, sports events and so on. Services are provided on an as needed, hourly overtime basis and costs are fully offset by the school districts. There is no net county cost.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The Agreement is consistent with the County's Strategic Plan, Goal 2, Strategy II.2 – Support the Wellness of our Communities by promoting practices for higher quality of life through violence reduction, and Goal 3, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by enhancing quality law enforcement services to the County.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Bryan Aguilera, Lieutenant, 213-229-1639, bcaguile@lasd.org Rudy Sanchez, Sergeant, 213-229-1634, rpsanche@lasd.org	

April 5, 2022

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

Dear Supervisors:

**APPROVAL OF SCHOOL SUPPLEMENTAL LAW  
ENFORCEMENT SERVICES AGREEMENT FOR SPECIAL EVENTS  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of the School Supplemental Law Enforcement Services Agreements for Special Events (School Supplemental Agreements) by and between the County and various schools and school districts for the provision of as-needed supplemental law enforcement services for special events on or near school campuses.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached boilerplate School Supplemental Agreement for the period from July 1, 2022, through June 30, 2027, unless sooner terminated or extended, for the provision of as-needed supplemental law enforcement services during special events on or near school campuses.
2. Delegate authority to the Sheriff to execute School Supplemental Agreements, substantially similar to the attached School Supplemental Agreement, with schools and school districts in the County requesting such as-needed supplemental law enforcement services, effective July 1, 2022, or upon execution by the Sheriff, whichever is later, through June 30, 2027, unless sooner terminated or extended.

3. Delegate authority to the Sheriff to execute any and all amendments to the School Supplemental Agreements, ensuring any negative fiscal impact to the County is avoided.

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

The purpose of the recommended action is to approve the boilerplate School Supplemental Agreement, and delegate authority to the Sheriff to execute School Supplemental Agreements with various schools and school districts in the County for the performance of as-needed supplemental law enforcement services for the period from July 1, 2022, through June 30, 2027.

Schools and school districts have requested that the County, through the Department, provide as-needed supplemental law enforcement services for special events held during or after hours on or near various school campuses (i.e. football games, carnivals, graduations, etc.). Given the number of spectators and vehicles that attend these events, schools and school districts require supplemental law enforcement services to provide adequate police protection and traffic control.

The County offers the School Resource Deputy (SRD) Program through an agreement called the School Law Enforcement Services Agreement for School Resource Deputy Program for the purpose of providing dedicated full-time law enforcement services on school campuses 5 day a week, 8 hours per day, during normal school hours. SRD working hours are restricted to regular academic school hours (typically 0700-1500) and the SRD Program does not allow SRD hours to be adjusted to provide as-needed supplemental law enforcement services for special events such as sports games, dances, and graduations that occur outside of regular school hours. If school districts with SRD agreements desire as-needed supplemental law enforcement services for special events, they need to enter into the School Supplemental Law Enforcement Services Agreement for Special Events. Schools and school districts who do not participate in the SRD Program are required to enter into the School Supplemental Law Enforcement Services Agreement for Special Events which allows them to hire deputy personnel for as-needed supplemental law enforcement services for special events.

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

The School Supplemental Agreement is consistent with the County's Strategic Plan, Goal 2, Strategy II.2 – Support the Wellness of our Communities by promoting practices for higher quality of life through violence reduction, and Goal 3, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by enhancing quality law enforcement services to the County.

### **FISCAL IMPACT/FINANCING**

Under the terms of the School Supplemental Agreements, the schools and school districts shall pay the Department for the services at the prevailing overtime hourly personnel rates determined by the County Auditor-Controller, pursuant to the policies adopted by the Board. Based upon the previous FY 19-20 revenues (FY 20-21 revenue not used due to Covid related school closures), the annual revenue for school supplemental law enforcement services is estimated at \$400,815. There is no net county cost to the County as all services provided are revenue offset by the schools and school districts.

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

Schools and school districts within the County desire to continue their participation in the receipt of as-needed supplemental law enforcement services.

The School Supplemental Agreements will commence July 1, 2022, or upon execution by the Sheriff, whichever is later, and shall terminate on June 30, 2027, unless sooner terminated or extended. Either party may terminate a School Supplemental Agreement with 10 days advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the County Auditor-Controller. The School Supplemental Agreements provide for mutual indemnification by the parties, and the County shall provide liability insurance or a program of self-insurance to satisfy its indemnity obligations under the School Supplemental Agreements.

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

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

This request is a renewal of an existing program and will have no impact on current unincorporated area services.

The Honorable Board of Supervisors  
April 5, 2022  
Page 4

**CONCLUSION**

Upon Board approval, please provide a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF



AV:RS:rs  
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Rodrigo A. Castro-Silva, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
John L. Satterfield, Chief of Staff, Office of the Sheriff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau  
Bryan C. Aguilera, Lieutenant, Contract Law Enforcement Bureau  
Vanessa C. Chow, Sergeant, ASD  
Adam R. Wright, Sergeant, ASD  
Rudy P. Sanchez, Sergeant, Contract Law Enforcement Bureau  
Kristine D. Corrales, Deputy ASD  
(Contract Law – School Supplemental Law Enforcement Services 04-05-22)

# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES  
FOR SPECIAL EVENTS  
FORM SH- AD 575

SCHOOL: \_\_\_\_\_

FISCAL YEAR: 2022- 2023

EFFECTIVE DATE: July 1, 2022

Classification

Hourly Rate

Sergeant  
Deputy Bonus 1

Current FY Hourly Rate  
Current FY Hourly Rate

Rates include 3% Liability

---

PREPARED BY: Sgt. Rudy Sanchez

DATE: 1/1/2022

PRINT NAME: \_\_\_\_\_  
PRINT NAME OF SCHOOL REPRESENTATIVE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
SCHOOL REPRESENTATIVE: "I certify that I am authorized to sign on behalf of the SCHOOL."

**SCHOOL SUPPLEMENTAL  
LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SPECIAL EVENTS  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

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**SCHOOL SUPPLEMENTAL  
LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SPECIAL EVENTS  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

This School Supplemental Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CONTRACTING SCHOOL, hereinafter referred to as "School."

**RECITALS**

- (a) Whereas, the School is desirous of contracting with the County for the performance of supplemental law enforcement services by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department," to assist in providing safety, security, and order on or near school sites at regular or extracurricular school functions commensurate with the substantial problems and unusual needs presented by each function, including inter-scholastic athletic events, dances, and other school activities; and
- (b) Whereas, for the purpose of preserving public safety, the County is agreeable to rendering such services to the School, in excess of the basic level of services customarily provided by the Sheriff's Department, if any, on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized by Section 56 3/4 of the Charter of the County of Los Angeles, California Government Code section 53060, 53069.8 and California Education Code section 35160.

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

## **1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide supplemental law enforcement services to the School during regular and extracurricular school functions on or near the school sites to the extent and in the manner set forth in this Agreement and according to plans for safety and security developed and approved by the Sheriff of the County of Los Angeles or his authorized representative(s), and the school principal(s) or other authorized representative(s) of the School requesting such supplemental law enforcement services.
- 1.2 To request for supplemental law enforcement services under this Agreement, School shall contact the local Sheriff's station Operations personnel or such other personnel designated by the Sheriff's Department.
- 1.3 In response to a request for supplemental law enforcement services by the School, the parties shall develop an agreed upon plan for safety and security which shall include, but shall not be limited to, date(s) of service, hours of operation, number of personnel to be provided by County for a particular school function, classification of personnel, and specific duties of personnel, if any. All such plans for safety and security shall be incorporated herein by this reference.
- 1.4 Except as otherwise specifically set forth in this Agreement, such supplemental law enforcement services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California.
- 1.5 The supplemental law enforcement services contemplated herein shall not reduce the normal and regular ongoing law enforcement services, if any, that the County would otherwise provide to School under a School Law Enforcement Services Agreement.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the School shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the School.
- 2.3 With regard to sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 Notwithstanding any other provision of this Agreement, the Sheriff may, at any time, cancel the provision of supplemental law enforcement services for any school function if the Sheriff concludes that the Sheriff has insufficient available personnel to perform both the supplemental law enforcement services requested by the School and the Sheriff's other duties as required by law. In such cases, the Department shall provide notice to the School as soon as reasonably practical.
- 2.5 All School employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the School and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No School employees shall become employees of the County.
- 2.6 The School shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said School. Except as herein otherwise specified, the School shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the School.

- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 As requested by the School, supplemental law enforcement services under this Agreement may be performed by deputy personnel and/or supervisory personnel.
- 3.2 As requested by the School, the Sheriff's Department shall provide personnel, if available, to perform services under this Agreement as set forth in the agreed upon plan for safety and security per Section 1.3 of this Agreement.

### **4.0 PERFORMANCE OF AGREEMENT**

- 4.1 For the purpose of performing the requested supplemental law enforcement services, County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of supplemental law enforcement services to be rendered under this Agreement.
- 4.2 Notwithstanding the foregoing, the School may provide additional resources for the County to utilize in performance of the supplemental law enforcement services.
- 4.3 When and if both parties to this Agreement mutually as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the School or at School schools which would not normally be provided by the Sheriff, the School shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, electricity, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said School, such local office or building may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the School, provided, however, that the performance of such outside duties shall not be at any additional cost to the School.

- 4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said School, the same shall be supplied by the School at its own cost and expense.

## **5.0 INDEMNIFICATION**

- 5.1 The School shall indemnify, defend, and hold harmless the County, its Special Schools, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the School's acts and/or omissions arising from and/or relating to this Agreement.
- 5.2 The County shall indemnify, defend, and hold harmless the School, its Special Schools, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.
- 5.3 Without limiting the School's indemnification of the County, the County shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at County's sole option and discretion, to satisfy its indemnity obligations under this Agreement.

## **6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2022, or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2027, unless sooner terminated or extended in whole or in part as provided for herein.

## **7.0 RIGHT OF TERMINATION**

- 7.1 This Agreement may be terminated by either party at any time, with or without cause, by providing ten (10) days advance written notice to the other party.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall



be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **8.0 BILLING RATES**

- 8.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for the School under this Agreement, the School shall pay the County for said services provided by County under the terms of this Agreement at the appropriate and prevailing overtime hourly billing rates set forth on Exhibit A, School Supplemental Law Enforcement Services Form SH-AD 575, as established by the County Auditor-Controller.
- 8.2 The overtime hourly billing rates set forth on Exhibit A, School Supplemental Law Enforcement Services Form SH-AD 575, shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. The overtime hourly billing rates set forth on Exhibit A, School Supplemental Law Enforcement Services Form SH-AD 575 (congruent with the fiscal year in which the agreement is signed with the school or district) shall be attached to this agreement. Those hourly rates reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors. Prior to providing service, if necessary, an updated Exhibit A, School Supplemental Law Enforcement Services Form SH-AD 575 shall be provided to the school or district, acknowledging the prevailing hourly rate for the fiscal year in which service will be provided.
- 8.3 The overtime hourly billing rates for classifications of personnel requested by the School and not otherwise set forth on Exhibit A, School Supplemental Law Enforcement Form SH-AD 575, shall be determined by the County Auditor-Controller in accordance with its policies and procedures.

## **9.0 PAYMENT PROCEDURES**

- 9.1 The County, through the Sheriff's Department, shall render to the School a summarized invoice which covers all services performed during said month, and the School shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

- 9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon.
- 9.3 In the event of any disputed amounts, the School shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.4 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Section 9.2 and Section 9.3 above.
- 9.5 Notwithstanding the provisions of California Government Code section 907, if payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after date of the invoice or the date of memorialized resolution, then the County may satisfy such indebtedness, including interest thereon, from any funds of the School on deposit with the County without giving further notice to the School of the County's intention to do so.

#### **10.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County Board of Supervisors and the School. Notwithstanding, the Sheriff or his designee shall be authorized to execute, on behalf of the County, all plans for safety and security and those Amendments and/or supplemental agreements referenced in Sections 8.2 and 9.3 of this Agreement.

#### **11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

**12.0 AUTHORIZATION WARRANTY**

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

**13.0 GOVERNING LAW, JURISDICTION, AND VENUE**

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

**14.0 NOTICES**

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

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Unit Commander  
211 W. Temple St.  
Los Angeles, California 90012

Notices to the School shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTN:** \_\_\_\_\_

## **15.0 VALIDITY**

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

## **16.0 WAIVER**

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

## **17.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, and any Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.

**SCHOOL SUPPLEMENTAL  
LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SPECIAL EVENTS  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Alex Villanueva, Sheriff

Date \_\_\_\_\_

**CONTRACTING SCHOOL**

By \_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA  
County Counsel

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/4/2022		
<b>BOARD MEETING DATE</b>	5/17/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Los Angeles County Sheriff's Department		
<b>SUBJECT</b>	Contract with the California Department of Corrections and Rehabilitation		
<b>PROGRAM</b>	Fire Suppression Camp Services		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Current contract expires on June 30, 2022.		
<b>COST &amp; FUNDING</b>	Total cost: \$1, 500, 000 (\$500,000 per year)	Funding source: The Department will use a portion of its annual AB 109 revenue to fully offset the maximum obligation due to CDCR. Budget appropriations for this Contract will be included within the Department's fiscal year 2022-23 Final Adopted Budget and will be included within future fiscal year budgets as necessary.	
	TERMS (if applicable): The term of the Contract shall commence on 7/1/2022, through 6/30/2025 (three years).		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Approval will allow the Department to continue receiving Services from CDCR, which supplements the number of inmates housed within the Fire Camps who are available for fire suppression, and reduces the County's long-term N3 inmate population housed within local jails; and allows the N3 inmate to receive two days credit for every one day served in that assignment pursuant to California Penal Code section 4019.2.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	AB 109 was passed into legislation on 10/1/2011, creating the N3 category of State prisoner to be housed in a County jail instead of a State prison. On 10/2/2012, the Los Angeles County Chief Executive Office recommended exploring the assignment of N3 inmates to the County fire suppression camps, and on 9/17/2013, the Board approved a Contract with CDCR to provide fire suppression program services at the camps for eligible N3 inmates. Under the Contract, CDCR provides supervision, housing, sustenance, training, and routine medical care in exchange for per-diem rates of \$10 per prisoner, \$81 for any female-in-training, and special custodial cost rate of \$77. The rates will remain the same throughout the term and have not increased since 2015. The N3s assigned participate in firefighting training, suppression crew assignments, in-camp work assignments, and other miscellaneous work unless medically or administratively precluded. The program reduces the jail population and the sentences for eligible N3 inmates.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by creating alternative custody beds to house the additional N3 inmate population outside of the County's traditional jail system.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: • Contract Manager Irma Santana, 213-229-3264 – <a href="mailto:ISantan@lasd.org">ISantan@lasd.org</a> • Lieutenant David Pittack, 661-257-5470 – <a href="mailto:dmpittac@lasd.org">dmpittac@lasd.org</a>		

May 17, 2022

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 CONTRACT WITH CALIFORNIA DEPARTMENT OF CORRECTIONS  
AND REHABILITATION FOR FIRE SUPPRESSION CAMP SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Contract with the California Department of Corrections and Rehabilitation (CDCR) for Fire Suppression Camp Services (Services). Under the Contract, CDCR will assume custody of County inmates who are convicted as non-violent, non-serious, non-sexual (N3) offenders and assign them to the five Los Angeles County Fire Suppression Camps (Fire Camps). Services also include supervision, sustenance, security, housing, inmate programs, and routine medical care for the N3 inmate participants. The Contract will be funded through the California Public Safety Realignment Act of 2011 (Assembly Bill 109) allocation received by the Department. The current Contract expires on June 30, 2022.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Contract with CDCR. The term of the Contract shall commence July 1, 2022, through June 30, 2025, unless sooner terminated or extended, in whole or in part.
2. Delegate authority to the Sheriff, or his designee, to execute amendments to the Contract for (1) any immaterial change, defined as administrative or clerical

modifications, to the Contract; (2) any change to the day-to-day operational requirements described in the Contract that does not increase the offender per-diem rate, offender per-diem rate – female-in-training, special custodial costs rate, maximum annual contract sum, maximum contract sum, term of the Contract, or County's liability under the Contract; and (3) any decrease in the offender per-diem rate, offender per-diem rate – female-in-training, or special custodial costs rate for which the same Services are provided to the County, provided a written notice of such decrease is provided to the Board.

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

Approval of the recommended actions will allow the Department to continue receiving Services from CDCR, which supplements the number of inmates housed within the Fire Camps who are available for fire suppression, and reduces the County's long-term N3 inmate population housed within local jails.

### **Background**

#### **Jail Population Management**

Assembly Bill 109 (AB109) was passed into legislation on October 1, 2011. AB109 transferred responsibility from CDCR to the Counties for the custody, parole supervision, treatment/support, and revocation of individuals whose last conviction was for a non-serious, non-violent, and non-sexual offense. The offenders who fall into these categories are referred to as N3 inmates. The Department's custody system has an operating capacity of approximately 18,000 jail beds. The inmate population within the jails historically consisted of pre-trial, post-conviction pre-sentence, and a limited number inmates sentenced to terms of less than 12 months. The jails were not designed for the long-term housing of inmates. The implementation of AB109 and the attendant increase in the number of N3 inmates diverted to County jails from State prisons impacted the average daily population within the jails operated by the Department. Within the existing jail capacity, inmates continue to be segregated and housed based on the Department's risk assessment screening. However, N3s are comingled within the general population, which affects inmate culture and dynamics. The additional N3 population has placed and continues to place additional stress on the Department's already demanding jail population management operations.

On October 1, 2012, the Los Angeles County Chief Executive Office released an Alternative to Incarceration report that included a review and evaluation of inmate population management programs. The use of Fire Camps represents a highly viable housing option for N3 inmates with the longest sentences.

On September 17, 2013, the Board approved the initial agreement with CDCR to allow County inmate participation in the Services offered by CDCR. The CDCR took custody of County inmates who were classified as N3 inmates and assigned them to the five



Fire Camps within the County. CDCR provided supervision, housing, sustenance, inmate programs, and routine medical care in exchange for a per-diem rate.

On April 2, 2019, the Board approved the current agreement with CDCR to continue County inmate participation in the Services offered by CDCR.

## Fire Camps

Since the early 1980s, the five local Fire Camps have been jointly managed by CDCR and the Consolidated Fire Protection District of Los Angeles County (Fire Department). CDCR supplies the State inmate workforce and onsite security, while the Fire Department trains the inmates to work on fire crews. In a similarly managed operation, CDCR supplies State inmate fire crews to the 39 California Department of Forestry and Fire Protection (CALFire) fire camps located throughout the State.

With the implementation of AB109, the CALFire system's inmate population continues to gradually decline due to attrition (inmates released, paroled, or recommitted to CDCR institutions) and to the fact that many inmates previously sentenced to State prison who were eligible for assignment to the fire camps are now instead serving their sentences in county jails.

CDCR has responded to the decreasing number of eligible State inmates by modifying fire crew size and the Fire Camp deployment strategy throughout the State.

The proposed Contract will transfer custody of eligible N3 inmates who will then supplement the State inmate crews housed within the five Fire Camps located within Los Angeles County. This will benefit the County by:

- Creating additional housing capacity specifically for N3 inmates with long-term sentences;
- Freeing up beds for the remaining jail population;
- Providing additional housing relief in local jails, which results from inmates serving in a Fire Camp program receiving two days credit on their sentence for each day served in a Fire Camp;
- Transferring inmate custodial responsibilities from the Sheriff to CDCR, including inmate security, welfare and liability. The CDCR-Fire Department relationship within the Fire Camps will remain unchanged with CDCR providing security, and the Fire Department providing training to the inmate fire crews; and
- Supplementing the County's fire-fighting capacity with the N3 inmates and reducing the County's reliance on CDCR to provide State inmate fire crews.

Additionally, pursuant to California Penal Code Section 4019.2, any inmate who is assigned to a county or state correctional institution as an inmate firefighter and who is eligible to earn one day of credit for every one day of incarceration pursuant to California Penal Code Section 4019.2 shall instead earn two days of credit for every one day served in that assignment.

#### Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, by creating alternative custody beds to house the N3 inmate population outside of the County's traditional jail system.

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

The Contract with the CDCR is for a term of three years, with a cumulative maximum obligation of \$1.5 million (\$500,000 per year) over the full Contract term. The Department will use a portion of its annual AB109 revenue to fully offset the maximum obligation due to CDCR. Budget appropriations for this Contract will be included within the Department's fiscal year 2022-23 Final Adopted Budget, and will be included within future fiscal year budgets as necessary. The rates did not increase and have remained the same since 2015.

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

Upon execution by both parties, the term of the Contract will commence on July 1, 2022. CDCR will provide supervision, housing, sustenance, inmate programs, and routine medical care in exchange for an offender per-diem rate of \$10.

An offender per-diem rate of \$81 shall be paid to CDCR for any female-in-training for fire suppression activities, prior to placement in a Fire Camp. The Fire Department provides the training for male offenders in fire suppression activities prior to placement in a Fire Camp.

In addition, the Contract includes special custodial costs at a daily rate of \$77. The special custodial costs encompasses the in-custody transportation and supervision for an inmate who has been removed from an out-of-county fire line and must be temporary housed at a State prison, a State-contracted medical facility, or an emergency medical facility. Such removal from a fire crew may be due to disciplinary or medical reasons.

The Contract may be terminated by either party with 60 calendar days advance written notice. Both parties acknowledge that they are self-insured to meet their indemnification obligations under the Contract.

CDCR will provide all Services under the Contract in accordance with all federal, state, and local laws, rules, regulations, policies, procedures, and correctional standards,

including but not limited to Title 15 and all CDCR policies, procedures, rules, and regulations. The County shall have the right to audit, inspect, review, and examine the CDCR's Fire Camp facilities and its operations and programs, including all documents related thereto.

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

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

The Services have relieved strain on the County's jail system caused by the population of long-term sentenced N3s introduced by AB109. There will be no negative impact on current County services as a result of this Contract.

**CONCLUSION**

Upon Board approval, please return two copies of the adopted Board letter and three original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:TKM:am

(Fiscal Administration – Contracts Unit)

c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Dawyn Harrison, Acting County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
Brendan J. Corbett, Assistant Sheriff  
John L. Satterfield, Chief of Staff, Office of the Sheriff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Margarita Velasquez, Chief, Custody Services Division Specialized Programs  
Hugo Macias, Commander, Custody Services Division Specialized Programs  
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)  
David E. Culver, Assistant Director, FAB  
Alan Y. Liu, Lieutenant, Inmate Services Bureau (ISB)  
Dave M. Pittack, Lieutenant, ISB  
Rafael E. Rodriguez, Lieutenant, ISB  
Vanessa C. Chow, Sergeant, ASD  
James D. Dodson, Sergeant, ISB  
Irma Santana, Manager, FAB, Contracts Unit  
Adam R. Wright, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
Abby Valdez, Senior Contract Analyst, FAB, Contracts Unit  
Aloett Martin, Contract Analyst, FAB, Contracts Unit  
(Contracts – Fire Suppression Camp Services 05-17-22)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C5610619

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTOR NAME

County of Los Angeles

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

(\$1,500,000.00) One Million Five Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Contract by and between County of Los Angeles and State of California Department of Corrections and Rehabilitation for Fire Suppression Camp Services	33
Attachment A	Statement of Work	18
Attachment B	Price Schedule	1
+ Attachment C	List of Fire Camps	1
- Attachment D	Fire Camp Offender Criteria - Criminal History	1
+ Attachment E	Fire Camp Offender Criteria - Medical/Mental Health/Dental	1
- Attachment F	County Fire Camp Offender Screening and Processing Form	3
+ Attachment G	County Fire Camp Offender Information Form	1
- Attachment H	State Allowable Property for Offenders	8
+ Attachment I	County Allowable Property for Offenders	7
- Attachment J	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)	16
+ Attachment K	Certification of Compliance - COVID-19 Vaccinations of County Contractor Personnel	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C5610619

PURCHASING AUTHORITY NUMBER (If Applicable)

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

CONTRACTOR BUSINESS ADDRESS

500 West Temple Street

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

HOLLY MITCHELL

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

KEVIN ARREDONDO

TITLE

Section Chief (A), Service Contracts Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## **EXHIBIT A**



### **CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**STATE OF CALIFORNIA**

**DEPARTMENT OF CORRECTIONS AND REHABILITATION**

**FOR**

**FIRE SUPPRESSION CAMP SERVICES**

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**ATTACHMENTS**

A	STATEMENT OF WORK
B	PRICE SCHEDULE
C	LIST OF FIRE CAMPS
D	FIRE CAMP OFFENDER CRITERIA - CRIMINAL HISTORY
E	FIRE CAMP OFFENDER CRITERIA – MEDICAL/MENTAL HEALTH/DENTAL
F	COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM
G	COUNTY FIRE CAMP OFFENDER INFORMATION FORM
H	STATE ALLOWABLE PROPERTY FOR OFFENDERS
I	COUNTY ALLOWABLE PROPERTY FOR OFFENDERS
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DRAFT

## **CONTRACT FOR FIRE SUPPRESSION CAMP SERVICES**

This Contract for Fire Suppression Camp Services (Contract) is made and entered into by and between the County of Los Angeles (County) and the State of California, Department of Corrections and Rehabilitation (State) (collectively, the parties).

### **RECITALS**

WHEREAS, as a result of the Public Safety Realignment of 2011, the County requires correctional bed space and services for certain low-level Offenders sentenced to County jail facilities; and

WHEREAS, the State is a public agency which has entered into State Agreement Number C5607285 which expires on June 30, 2022 (Fire District-CDCR Agreement) with the Consolidated Fire Protection District of Los Angeles County (Fire District) for the Fire District to operate five (5) inmate fire suppression camps (Fire Camps) located within Los Angeles County; and

WHEREAS, the Fire Camps located within Los Angeles County will house a County Offender inmate population under the supervision of the State; and

WHEREAS, the successful operation of the Fire Camp program under this Contract and under the Fire District-CDCR Agreement depends on a strong partnership between the Fire District, the State, and the County, including the Los Angeles County Sheriff's Department (Department); and

WHEREAS, the State has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein; and

WHEREAS, this Contract is authorized pursuant to Assembly Bill 109 and California Penal Code section 2057.

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

### **1. APPLICABLE DOCUMENTS**

#### **1.1 Contract**

This base document along with Attachment A through J, attached hereto, and any fully executed Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Contract." This Contract shall constitute the complete and exclusive statement of understanding between the County and State and

supersedes any and all prior or contemporaneous agreement, written, or oral, and all communications between the parties relating to the subject matter of this Contract. This Contract is not intended to change any of the terms and requirements of the Fire District-CDCR Agreement, and the Fire District will remain the lead agency operating the Fire Camps.

## **1.2 Interpretation**

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, subtask, deliverable, goods, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Attachments, according to the following priority.

- 1.2.1 Attachment A – Statement of Work
- 1.2.2 Attachment B – Price Schedule
- 1.2.3 Attachment C – List of Fire Camps
- 1.2.4 Attachment D – Fire Camp Offender Criteria - Criminal History
- 1.2.5 Attachment E – Fire Camp Offender Criteria – Medical/Mental Health/Dental
- 1.2.6 Attachment F – County Fire Camp Offender Screening and Processing Form
- 1.2.7 Attachment G – County Fire Offender Information
- 1.2.8 Attachment H – State Allowable Property for Offenders
- 1.2.9 Attachment I – County Allowable Property for Offenders
- 1.2.10 Attachment J – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.2.11 Attachment K – COVID-19 Vaccination Certification of Compliance

In addition, the parties shall make every effort to interpret this Contract consistent with and in the spirit of the Fire District-CDCR Agreement.

### 1.3 Construction

The words "herein," "hereof," and "hereunder," and words of similar import used in this Contract refer to this Contract, including all annexes, Attachments, exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Contract with the words "including", "for example", "e.g." "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Contract are for reference and convenience only and are not a part of the Contract and shall not be used in construing the Contract. References in this Contract to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Contract, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## 2. DEFINITIONS

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

- 2.1 "Amendment" has the meaning set forth in Subparagraph 8.1, Amendments, of this Contract.
- 2.2 "Board" means the Los Angeles County Board of Supervisors.
- 2.3 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.4 "CHS" means the County of Los Angeles, Department of Health Services, Correctional Health Services, which provides health care services for all inmates housed within the Department's jail system.
- 2.5 "Contract" means this agreement executed between the County and State. Included are all supplemental agreements amending or extending the services to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.6 "Correctional Officer" means any individual employed by State pursuant to California Penal Code section 830.5 and who was hired and has received training in accordance with California Penal Code section 832 and/or 6035, as applicable.

- 2.7 "County" means the County of Los Angeles.
- 2.8 "County Project Director" has the meaning set forth in Subparagraph 6.1, County Project Director, of this Contract.
- 2.9 "County Project Manager" has the meaning set forth in Subparagraph 6.2, County Project Manager, of this Contract.
- 2.10 "Department" means the Los Angeles County Sheriff's Department.
- 2.11 "Department Fire Camp Operations" means the County designee for providing operational oversight of the Department's Fire Camp operations:
- Los Angeles County Sheriff's Department  
Inmate Services Bureau  
Inmate Fire Training Program  
29310 The Old Road  
Castaic, California 91384  
(661) 295-8815
- 2.12 "DGS" means the California Department of General Services.
- 2.13 "Fire Camp" means a dormitory housing facility utilized by the State pursuant to the Fire District-CDCR Agreement to house Offenders that staff inmate fire suppression crews for fire suppression, fire prevention, pre-suppression, reforestation, afforestation, on-site training, and emergency incident, event, activity, and project response.
- 2.14 "Fire Camp State Administrative Office" means the designated State location responsible for providing administrative oversight for State Fire Camp functions, including but not limited to classification screening of Offenders considered for Fire Camp placement.
- 2.15 "Fire District" means the Consolidated Fire Protection District of Los Angeles County.
- 2.16 "Fire District-CDCR Agreement" means State Agreement Number C5607285 between the State and the Fire District for the operation of five (5) inmate fire suppression camps located within Los Angeles County, and all amendments or new versions of that agreement.
- 2.17 "Fiscal Year" means the twelve (12) month period beginning July 1 and ending the following June 30.
- 2.18 "Maximum Annual Contract Sum" means the maximum amount payable by the County to the State in any Contract year for providing the required work under this Contract, inclusive of all applicable salaries, benefits,

administrative costs, overhead, and taxes, and more specifically means the not-to-exceed amount set forth in Paragraph 5, Contract Sum and Rates, of this Contract. Notwithstanding, the Maximum Annual Contract Sum does not include Non-Routine Medical Care costs, which are incurred directly by the County or payable by the County directly to the emergency medical provider.

- 2.19 "Maximum Contract Sum" means the maximum amount payable by the County to the State for providing the required work during the term of this Contract, inclusive of all applicable salaries, benefits, administrative costs, overhead, and taxes, and more specifically means the not-to-exceed amount set forth in Paragraph 5, Contract Sum and Rates, of this Contract. Notwithstanding, the Maximum Annual Contract Sum does not include Non-Routine Medical Care costs, which are incurred directly by the County or payable by the County directly to the emergency medical provider.
- 2.20 "Non-Routine Medical Care" means treatment for any medical or dental condition which requires hospitalization, emergency response, or specialization that cannot be performed or provided by the State on-site at a Fire Camp as part of Routine Medical Care. Examples of Non-Routine Medical Care include the administration of medication which requires nursing intervention, sutures, surgery, neurological care, trauma, cardiac care, burns, rape/sodomy cases, cancer treatment, "active" HIV/AIDS, and any care that requires emergency or ambulance services. Non-Routine Medical Care does not include medical care and transportation costs associated with a workers' compensation injury, which shall be the responsibility of the State.
- 2.21 "Offender" means any adult male or female person incarcerated in County jail and assigned to Fire Camps for housing and supervision under this Contract.
- 2.22 "Offender Camp File" or "OCF" means a file containing documents concerning an Offender, including documents submitted by the County, that is maintained by the Fire Camp State Administrative Office.
- 2.23 "Pre-Release Processing" means pre-release case preparation by the County prior to an Offender's release from incarceration, which may include but is not limited to victim notifications and any required registration.
- 2.24 "Routine Medical Care" means basic healthcare which requires only minimum nursing intervention. Examples include basic first aid and the administration of over-the-counter medications. Medications provided by

the State to Offenders as part of Routine Medical Care shall not require administration by a nurse.

- 2.25 "Serious Disciplinary" means the act or action of the Offender is an act of force or violence against another person; a breach of or presenting a threat to Fire Camp security; a serious disruption of Fire Camp operations; the introduction, possession, or use of dangerous contraband or controlled substances; participation in activity that will likely result in protective custody needs, serious injury, or threat of serious injury; or the attempt by an Offender to commit any such act coupled with a present ability to carry out the act if not prevented from doing so.
- 2.26 "Sheriff" means the Sheriff of the County of Los Angeles.
- 2.27 "Special Custodial Costs" means expenses incurred by the State in the provision of transportation of Offenders and salaries and overtime salaries and benefits incurred by the State when an Offender is transported by the State to a destination previously approved by the County or temporarily housed out-of-County at a State prison, State-contracted medical facility, or an emergency medical facility, which shall be reimbursed at an all-inclusive daily rate pursuant to Paragraph 5.4, Special Custodial Costs Rate, of this Contract.
- 2.28 "State" has the meaning set forth in the preamble.
- 2.29 "State Project Director" has the meaning set forth in Subparagraph 7.1, State Project Director, of this Contract.
- 2.30 "State Project Manager" has the meaning set forth in Subparagraph 7.2, State Project Manager, of this Contract.
- 2.31 "Title 15" means Title 15 of the California Code of Regulations.

### **3. WORK**

- 3.1 Pursuant to the provisions of this Contract, the State shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth in herein.
- 3.2 If the State 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 State, and the State shall have no claim whatsoever against the County.



#### **4. TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence July 1, 2022 and shall terminate June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The term of this Contract may be extended upon the mutual consent of the parties. All such extensions, shall be in the form of a written Amendment, executed by the County Board of Supervisors and State, in accordance with Subparagraph 8.1.1 of this Contract. It is the intent of the parties to coordinate the term and any extension of this Contract with the term and any extensions of the Fire District-CDCR Agreement.
- 4.3 The parties shall meet and confer at least one hundred and eighty (180) calendar days prior to the expiration of this Contract to discuss the possible renewal or extension of this Contract. The parties agree to consult with the Fire District and make every attempt to coordinate any renewal or extension of this Contract with the term of the Fire District-CDCR Agreement. Absent the mutual consent of the parties and a written Amendment extending the term of this Contract in accordance with Subparagraph 4.2 above, this Contract shall expire at the conclusion of the then-existing term.
- 4.4 In the event of termination by either party or upon expiration of this Contract, the State and the County shall fully cooperate in the transition and relocation of Offenders to a new correctional facility.

#### **5. CONTRACT SUM AND RATES**

##### **5.1 Maximum Annual Contract Sum and Maximum Contract Sum**

5.1.1 The Maximum Annual Contract Sum shall not exceed **\$500,000**.

5.1.2 The Maximum Contract Sum for the term of this Contract shall not exceed **\$1,500,000**.

##### **5.2 Offender Per-Diem Rate**

5.2.1 The State shall be paid for all work performed based upon the all-inclusive Offender Per-Diem Rate set forth in Attachment B, Price Schedule, of this Contract. The Offender Per-Diem Rate shall cover all Offender housing, sustenance, supervision, education, programs, Routine Medical Care, all other services and accommodations as required by this Contract and otherwise by law.

- 5.2.2 The Offender Per-Diem Rate shall be payable for an Offender commencing on the first day that the Offender is housed at a Fire Camp. However, such Offender Per-Diem Rate shall not be payable for an Offender on the Offender's last day in the Fire Camp, which shall be the day of the Offender's release or transfer from the Fire Camp back to the County.
- 5.2.3 The Offender Per-Diem Rate set forth in Attachment B, Price Schedule, of this Contract shall be firm and fixed for the term of this Contract, but subject to any reduction provided by State to County as indicated in Attachment B, Price Schedule, of this Contract.

### **5.3 Offender Per-Diem Rate – Female Offender in Training**

- 5.3.1 The State shall be paid for all training of female Offenders prior to their placement in a Fire Camp as set forth in Attachment B, Price Schedule, of this Contract. The Offender Per-Diem Rate – Female Offender in Training shall be an all-inclusive daily rate for all fire suppression training services for each female Offender, including but not limited to, housing, sustenance, supervision, education, Offender programs, Routine Medical Care, and other services and accommodations as required by this Contract and otherwise by law.
- 5.3.2 The Offender Per-Diem Rate – Female Offender in Training shall be payable for a female Offender commencing on the first day that the female Offender is housed with the State for training in fire suppression activities in accordance with Section C(2) of Attachment A, Statement of Work, of this Contract. However, such Offender Per-Diem Rate – Female Offender Training shall not be payable for a female Offender on their last day of training, which shall be the female Offender's transfer to, and placement in, the Fire Camp.
- 5.3.3 The Offender Per-Diem Rate – Female Offending in Training set forth in Attachment B, Price Schedule, of this Contract shall be firm and fixed for the term of this Contract, but subject to any reduction provided by State to County as indicated in Attachment B, Price Schedule, of this Contract.

### **5.4 Special Custodial Costs Rate**

- 5.4.1 The County shall reimburse the State for Special Custodial Costs, which include transportation and salaries/overtime salaries and benefits for State custodial staff when the State transports an Offender to a destination previously approved by the County or when an Offender is temporarily housed out-of-County at a State

prison, a State-contracted medical facility, or an emergency medical facility. The State shall be reimbursed a flat daily rate, inclusive of transportation and custodial staff salary/benefits, not to exceed the Special Custodial Costs Rate set forth in Attachment B, Price Schedule, of this Contract.

5.4.2 The Special Custodial Costs payable under this Subparagraph 5.4, Special Custodial Costs, must be pre-approved by the Department Fire Camp Operations or such expenses shall not be reimbursable by the County.

5.4.3 The Special Custodial Costs set forth in Attachment B, Price Schedule, of this Contract shall be firm and fixed for the term of this Contract, but subject to any reduction provided by State to County as indicated in Attachment B, Price Schedule, of this Contract.

## **5.5 Payments for Non-Routine Medical Care**

5.5.1 With the exception of medical care and transportation costs associated with a worker's compensation injury which are the responsibility of the State, the costs associated with Non-Routine Medical Care shall be the responsibility of the County as set forth herein.

5.5.2 The County shall pay Non-Routine Medical Care costs, which include costs incurred directly by the County and the actual medical expenses incurred in the provision of emergency medical care provided to Offenders by emergency medical providers, as well as emergency transportation by ambulance to such emergency medical providers. Such costs shall be paid directly by the County to the emergency medical providers. The State shall assist, as necessary, in the facilitation of billing and payments between the County and the emergency medical providers.

## **5.6 Written Approval of Reimbursement**

5.6.1 The State 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. Except as provided for in the Fire District-CDCR Agreement, assumption or takeover of any of the State's duties, responsibilities, or obligations, or performance of same by any entity other than the State, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason

whatsoever, shall occur only with the County's express prior written approval.

## **5.7 Notification of 75% of Total Maximum Contract Sum**

5.7.1 The State shall maintain a system of record keeping that will allow the State to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum under this Contract. Upon occurrence of this event, the State shall send written notification to the County Project Director and County Project Manager at the addresses set forth in Paragraph 6, Administration of Contract-County, of this Contract.

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

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

## **5.9 Invoices and Payments**

5.9.1 All work performed under this Contract shall be payable in arrears on a monthly basis in accordance with the terms and conditions of this Contract, including this Paragraph 5, Contract Sum and Rates.

5.9.2 The State shall prepare and submit invoices to the County for work provided under this Contract. The State's invoices shall be billed at the Offender Per-Diem Rate and the Offender Per-Diem Rate – Female Offender in Training set forth in Attachment B, Price Schedule, of this Contract and shall set forth the total amount claimed for the prior month's service. All invoices shall include a roster of Offenders, which sets forth the Offender's name, booking number, the number of days for which payment is sought, and the appropriate Offender Per-Diem Rates in accordance with Attachment B, Price Schedule, of this Contract.

5.9.3 Monthly invoices shall also include a separate section for reimbursement claims for Special Custodial Costs, if any. The claim shall reflect the daily Special Custodial Costs Rate set forth in

Attachment B, Price Schedule, of this Contract and the number of custodial staff and hours for service. The State shall attach documentation sufficient to justify reimbursement of such costs. The documentation required shall be mutually agreed upon by the County and the State.

5.9.4 The State shall submit the monthly invoices to the County by the fifteenth (15<sup>th</sup>) calendar day of the month following the month of service.

5.9.5 All invoices under this Contract shall be submitted to the following addresses:

ORIGINAL TO:

Los Angeles County Sheriff's Department  
Inmate Services Bureau  
Inmate Fire Training Program  
Attn: David Pittack, Lieutenant  
29310 The Old Road  
Castaic, California 91384

5.9.6 County Approval of Invoices

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

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

5.10.1 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 a 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).

5.10.2 The State 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.

5.10.3 Any provision of law, grant, or funding agreement/contract requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.10.4 At any time during the duration of the Contract, the State may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

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

### **6.1 County Project Director**

6.1.1 The County Project Director shall be the following person:

Division Chief Margarita Velazquez  
Custody Services Division - Specialized Programs  
450 South Bauchet Street, Room E-829  
Los Angeles, California 90012  
Phone: (213) 893-5888  
Fax: (323) 415-2572  
Email: [MMVelazq@lasd.org](mailto:MMVelazq@lasd.org)

6.1.2 The County Project Director or designee shall coordinate with the State and ensure the State'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.

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

6.1.4 The County shall notify the State in writing of any change in the name or address of the County Project Director listed above. No formal Amendment pursuant to Subparagraph 8.1, Amendments, of this Contract is required for this change.

## **6.2 County Project Manager**

6.2.1 The County Project Manager shall be the following person:

Kimberly Unland, Captain  
Inmate Services Bureau  
4700 W. Ramona Blvd, Room 330  
Monterey Park, California 91754  
Phone: (323) 526-5310  
Fax: (323) 415-4392  
Email: [KLUnland@lasd.org](mailto:KLUnland@lasd.org)

6.2.2 The County Project Manager or designee shall be responsible for meeting with the State 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 State.

6.2.3 The County Project Manager or designee shall oversee the day-to-day administration of this Contract; however, in no event shall the State's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

6.2.4 The County shall notify the State in writing of any change in the name or address of the County Project Manager listed above. No formal Amendment pursuant to Subparagraph 8.1, Amendments, of this Contract is required for this change.

## **7. ADMINISTRATION OF CONTRACT - STATE**

### **7.1 State Project Director**

7.1.1 The State Project Director shall be the following person:

Warden Patrick Eaton  
Sierra Conservation Center  
5100 O'Byrnes Ferry Road  
Jamestown, California 95327  
Phone: (209) 984-5422  
Fax: (209) 984-3607  
Email: [Patrick.Eaton@cdcr.ca.gov](mailto:Patrick.Eaton@cdcr.ca.gov)

7.1.2 The State Project Director shall be responsible for the State's performance of all work and ensuring the State's compliance with this Contract.

7.1.3 During the term of this Contract, the State Project Director shall be available to meet and confer with the County Project Director or

designee at least weekly, in person or by phone, to review project progress and discuss project coordination.

- 7.1.4 The State shall notify the County in writing of any change in the name or address of the State Project Director listed above. No formal Amendment pursuant to Subparagraph 8.1, Amendments, of this Contract is required for this change.

## **7.2 State Project Manager**

- 7.2.1 The State Project Manager shall be the following person:

Associate Warden Raymond Berry  
Camp Division  
Sierra Conservation Center  
5100 O'Byrnes Ferry Rd  
Jamestown, CA 95327  
Phone: (209) 984-5219 x5458  
Fax: (209) 984-4201  
Email: [Raymond.Berry@cdcr.ca.gov](mailto:Raymond.Berry@cdcr.ca.gov)

- 7.2.2 The State Project Manager shall be responsible for State's day-to-day administration as related to this Contract.
- 7.2.3 During the term of this Contract, the State Project Manager shall be available to confer with County by telephone, as necessary.
- 7.2.4 The State Project Manager shall provide the County Project Manager with emergency contact information in the event of an emergency.
- 7.2.5 The State shall notify the County in writing of any change in the name or address of the State Project Manager listed above. No formal Amendment pursuant to Subparagraph 8.1, Amendments, of this Contract is required for this change.

## **7.3 Background and Security Investigations**

- 7.3.1 Each of State's staff performing services under this Contract, unless currently employed by the State in a sworn peace officer status, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fee associated with the background investigation shall be at the sole expense of the State,



regardless if the member of the State's staff passes or fails the background investigation.

- 7.3.2 If a member of the State's proposed staff does not pass the background investigation, the proposed staff member may not be hired by State to perform services under this Contract. If the County becomes aware of any derogatory information about any State staff member, the derogatory information will be passed on to the State's Internal Affairs officer for an investigation. The results of the investigation shall be made available to the County, at County's request, at the conclusion of the investigation.
- 7.3.3 Disqualification of any member of the State's staff pursuant to this Subparagraph 7.3, Background and Security Investigations, of this Contract shall not relieve the State of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.3.4 The State shall be responsible for conducting background investigations, as provided in this Subparagraph 7.3, Background and Security Investigations, of this Contract, for each subcontractor, their employees, and each volunteer who will be working in the Fire Camp or having contact with Offenders as a condition for beginning and continuing to perform services within the Fire Camp or in contact with Offenders. The results of the investigation shall be made available to the County, at County's request, at the conclusion of the investigation.

#### **7.4 Confidentiality**

- 7.4.1 The State 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.

### **8. STANDARD TERMS AND CONDITIONS**

#### **8.1 Amendments**

- 8.1.1 For any change which materially affects the scope of work, term, Price Schedule, Maximum Annual Contract Sum, Maximum Contract Sum, payments, or any other term or condition included under this Contract, an Amendment to this Contract shall be executed by the State and the Board.

- 8.1.2 For any immaterial change, defined as an administrative or clerical modification, to the Contract, an Amendment to this Contract shall be executed by the State and the Sheriff.
- 8.1.3 Notwithstanding Subparagraph 8.1.1 above, for (1) any mutually agreed to extension of the Contract in accordance with Subparagraph 4.2 of this Contract (2) any change to the day-to-day operational requirements set forth in this Contract, which do not increase the Offender Per-Diem Rate, Offender Per-Diem Rate – Female Offender in Training, Special Custodial Costs Rate, Maximum Annual Contract Sum, Maximum Contract Sum, term of the Contract, or County's liability under the Contract, and (3) any decrease in the Offender Per-Diem Rate, Offender Per-Diem Rate – Female Offender in Training, or Special Custodial Costs Rate for which the same services are provided to County, provided however that written notice is provided to the Board, an Amendment shall be executed by the State and the Sheriff.

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

- 8.2.1 Except as provided for in the Fire District-CDCR Agreement, the State shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or designee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the State may have against the County.
- 8.2.2 Except as provided for in the Fire District-CDCR Agreement, any assumption, assignment, delegation, or takeover of any of the State's duties, responsibilities, obligations, or performance of same by any entity other than the State, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the State as it could pursue in the event of default by the State.

### **8.3 Authorization Warranty**

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

8.3.2 The County represents and warrants that the person executing this Contract for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Contract and that all requirements of the County have been fulfilled to provide such actual authority. Following approval by the Board, the County shall provide to the State a copy of the adopted Board letter authorizing execution of this Contract.

### **8.4 Budget Reductions**

8.4.1 In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the services to be provided by the State under this Contract shall also be reduced correspondingly. The County's notice to the State 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 State shall continue to provide all of the services set forth in this Contract.

8.4.2 If in the sole discretion of the State, it is determined that the services provided pursuant to this Contract cannot be continued effectively within the reduced compensation, the State shall have the right to terminate this Contract with ninety (90) calendar days advance written notice to the County.

### **8.5 Complaints**

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

8.5.2 Offender Complaint Procedures

- 8.5.2.1 Within ten (10) Business Days after the Contract effective date, the State shall provide the County with the State's policy for receiving, investigating and responding to Offender complaints.
- 8.5.2.2 The County will review the State's policy and provide the State with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the State's policy, the State shall make such changes and resubmit the plan within ten (10) Business Days for County approval.
- 8.5.2.4 If, at any time, the State wishes to change the State's policy, the State shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The State shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within thirty (30) Business Days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County Project Manager within thirty (30) Business Days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, State shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

- 8.7.1 The County or its agent will evaluate the State's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the State's compliance with all Contract terms and conditions and performance standards. State deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

- 8.7.2 The report will include improvement/corrective action measures taken by the County and the State. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.8 Counterparts and Electronic Signatures and Representations**

- 8.8.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 8.8.2 The County and the State hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1, Amendments, of this Contract and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.9 Force Majeure**

- 8.9.1 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 subcontractor), freight embargoes, or other similar events to those described above, but in every such case, the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").
- 8.9.2 Notwithstanding the foregoing, a default by a subcontractor of the State shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the State and such subcontractor, and without any fault or negligence of either of them. In such case, the State shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the State to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" mean subcontractor at any tier.

- 8.9.3 In the event the State's failure to perform arises out of a force majeure event, the State 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.

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

- 8.10.1 This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The State 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.

## **8.11 Independent Contractor Status**

- 8.11.1 This Contract is by and between the County and the State and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the State. 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.
- 8.11.2 The State shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the State.
- 8.11.3 The State understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the State and not employees of the County. The State 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 State pursuant to this Contract.
- 8.11.4 The State shall adhere to the provisions stated in Subparagraph 7.4, Confidentiality, of this Contract.

## **8.12 Indemnification per Government Code Section 895.4**

8.12.1 The State 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 connected with the State's acts and/or omissions 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.

8.12.2 The County shall indemnify, defend and hold harmless the State, its elected and appointed officers, employees, agents and volunteers ("State 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 connected with the County's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the State Indemnitees.

8.12.3 County and State acknowledge that each party is self-insured to meet its indemnification obligations required hereunder.

## **8.13 Nondiscrimination and Affirmative Action**

8.13.1 The State 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.

8.13.2 The State 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.

8.13.3 The State 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.

8.13.4 The State 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.

8.13.5 The State shall allow County representatives access to the State's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.13 when so requested by the County.

8.13.6 If the County finds that any provisions of this Subparagraph 8.13 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the State has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the State has violated the anti-discrimination provisions of this Contract.

#### **8.14 Notice of Disputes**

8.14.1 The State shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the State regarding the performance of services as stated in this Contract. The parties shall continue with their respective responsibilities under this Contract during any dispute. If the County Project Director and State Project Director are not able to resolve the dispute, the Sheriff and the Secretary of the California Department of Corrections and Rehabilitation (or their respective designees) shall resolve it.

#### **8.15 Notices**

8.15.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, or provided via email addressed to the parties as



identified in Paragraph 6, Administration of Contract – County, and Paragraph 7, Administration of Contract – State, of this Contract. Addresses may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party. The County Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## **8.16 Public Records Act**

8.16.1 Any documents submitted by the State and all information obtained in connection with the County's right to audit and inspect the State's documents, books, and accounting records pursuant to Subparagraph 8.17, Record Retention and Inspection-Audit Settlement, of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et seq. (Public Records Act) and that are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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

8.17.1 The State shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The State shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The State agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the State and shall be made available to the County during the term of this Contract and for a period of three (3) years thereafter unless the

County's written permission is given to dispose of any such material prior to such time.

8.17.2 In the event that an audit of the State is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the State or otherwise, then the State shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the State's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.17.3 Failure on the part of the State to comply with any of the provisions of this Subparagraph 8.17, Record Retention and Inspection-Audit Settlement, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.17.4 If, at any time during the term of this Contract or within three (3) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the State regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the State, then the difference shall be determined by agreement between the parties and either: a) repaid by the State to the County by cash payment upon demand or b) deducted from any amounts due to the State from the County. If the parties are unable to reach an agreement, then the issue shall be resolved as provided in Subparagraph 8.14, Notice of Disputes, of this Contract. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the State, then the difference shall be paid to the State by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

## **8.18 Subcontracting**

8.18.1 Except as provided for in the Fire District-CDCR Agreement, the requirements of this Contract may not be subcontracted by the State without the advance approval of the County. Any attempt by the State to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.18.2 Except as provided for in the Fire District-CDCR Agreement, if the State desires to subcontract, the State shall provide the following information promptly at the County's request:

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

8.18.3 The State shall indemnify 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 State employees.

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

8.18.5 Except as to the Fire District-CDCR Agreement, the County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The State is responsible to notify its subcontractor of this County right.

8.18.6 Except as to the Fire District-CDCR Agreement, the County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, State shall forward a fully executed subcontract to the County for their files.

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

8.18.8 Except as to the Fire District-CDCR Agreement, the State shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The State shall ensure delivery of all such documents to the County Project Director before any subcontractor employee may perform any work hereunder.

## **8.19 Termination for Convenience**

8.19.1 This Contract may be terminated, in whole or in part, by either the County or the State, from time to time, when such termination is

deemed to be in the best interest of the terminating party. Termination of this Contract shall be effected by notice of termination to the other party 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 sixty (60) calendar days after the notice of termination is sent.

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

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

8.19.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the State under this Contract shall be maintained by the State in accordance with Subparagraph 8.17, Record Retention and Inspection-Audit Settlement, of this Contract.

## **8.20 Termination for Default**

8.20.1 The County may, by written notice to the State, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:

- The State has materially breached this Contract; or
- The State fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- The State 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) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.20.2 If, after the County has given notice of termination under the provisions of this Subparagraph 8.20, Termination for Default, it is determined by the County that the State was not in default under the provisions of this Subparagraph 8.20, Termination for Default, or that

the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.19, Termination for Convenience, of this Contract.

8.20.3 The State may by written notice to the County, immediately terminate this Contract for cause. The term "for cause" shall mean that the County fails to meet the terms, conditions, and/or responsibilities of the Contract. In this instance, the Contract termination shall be effective as of the date indicated on the State's notification to the County.

8.20.4 The rights and remedies of the parties provided in this Subparagraph 8.20, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.21 Validity**

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

## **8.22 Waiver**

8.22.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.22 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.23 Health Insurance Portability and Accountability Act of 1966 (HIPAA)**

8.23.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (CFR) Parts 160 and 164 (collectively, the HIPAA Rules). Under this Contract, the State provides services to the County and the State creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Attachment J, Business Associate Agreement under the Health Insurance Portability and Accountability act of 1996 (HIIPAA), of this Contract in

order to provide those services. The County and the State therefore agree to the terms of Attachment J, Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA), of this Contract.

## **8.24 COVID-19 Vaccinations of County Contractor Personnel**

- 8.24.1 At State's sole cost, State shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of State and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "State Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 8.24.2 State Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.24.3 Prior to assigning State Personnel to perform In-Person Services, State shall obtain proof that such State Personnel have been fully vaccinated by confirming State Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from State who follow the CDPH vaccination records guidelines and standards. State shall also provide written notice to County before the start of work under this Contract that its State Personnel are in compliance with the requirements of this section. State shall retain such proof of

vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

8.24.4 State shall evaluate any medical or sincerely held religious exemption request of its State Personnel, as required by law. If State has determined that State Personnel is exempt pursuant to a medical or sincerely held religious reason, the State must also maintain records of the State Personnel's testing results. The State must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt State Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

8.24.5 In addition to complying with the requirements of this section, State shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Attachment K, COVID-19 Vaccination Certification of Compliance, is a required part of any agreement with the County.

## STATEMENT OF WORK

Unless otherwise defined herein, all capitalized words and terms used in this Statement of Work (SOW) shall have the meaning set forth in Paragraph 2, Definitions, of the Contract, unless otherwise apparent from the context in which they are used.

### A. GENERAL SCOPE OF SERVICES

1. The State shall be responsible for providing housing, sustenance, supervision, education, inmate programs, and other services and accommodations for Offenders provided by County at the Fire Camps listed on Attachment C, List of Fire Camps, of the Contract. It is understood by the parties that the Fire District-CDCR Agreement sets forth the responsibilities of the State and the Fire District for the operations of the Fire Camps. This Contract may be expanded by way of written Amendment pursuant to Subparagraph 8.1, Amendments, of the Contract to add additional fire camps located outside of the County which are operated and maintained by the California Department of Forestry and Fire Protection (Cal Fire).
2. The parties shall make reasonable efforts to maintain Offender populations in the Fire Camps in the amounts set forth on Attachment C, List of Fire Camps, of this Contract.
3. The State shall provide and maintain adequate staffing to provide all required services to Offenders when such Offenders are under the custody and control of the State.
4. Once the County transfers custody of an Offender to the State, such Offender shall be the sole responsibility of the State and shall be under the custody and control of the State, including but not limited to when such Offenders are working on fire crews with the Fire District.
5. The State shall ensure the secure custody, care, and safekeeping of all Offenders. The State shall be solely responsible for developing and implementing State policies, procedures, rules, and regulations related to the secure custody, care, and safekeeping of Offenders in Fire Camps.
6. The State shall provide all services under this Contract in accordance with all federal, State, and local law, rules, regulations, policies, procedures, and correctional standards, including but not limited to Title 15, and all State policies, procedures, rules, and regulations. The County shall have no liability for the State's failure to comply with such federal, State, and local rules, regulations, policies, procedures, and



- correctional standards. The County shall have no liability resulting from any State policies, procedures, rules, and regulations which are or may be later deemed to be non-compliant or in violation of any federal, State, and local rules, regulations, policies, procedures, and correctional standards. The State shall provide to the County all State policies, procedures, rules, and regulations within reasonable notification upon request by County. The State shall provide reasonable notification to the County in the event of any allegation, investigation, or finding related to the State's non-compliance or violation of any federal, State, and local rules, regulations, policies, procedures, and correctional standards.
7. The State shall, at all times, remain in full compliance with the most recent standards for the prevention, detection, response and monitoring of sexual abuse in adult prisons and jails (Prison Rape Elimination Act or PREA), as required by the United States Department of Justice.
  8. The State shall provide housing, sustenance, supervision, education, inmate programs, and other services and accommodations at the Fire Camps solely to Offenders from the County during the term of the Contract. The State shall not house offenders or inmates from any other law enforcement agency or public or private entity in the Fire Camps, nor utilize the Fire Camps in any way for offenders or inmates from any other law enforcement agency or public or private entity. Notwithstanding, upon the mutual agreement of the parties, offenders from other counties or State inmates may be housed in Fire Camps listed on Attachment C, List of Fire Camps, of the Contract, either with or without County Offenders, to meet the operational needs of the parties.
  9. The County shall have the right to audit, inspect, review, and examine the Fire Camp facilities and its operations and programs, including all documents related thereto. Such rights include but are not limited to site inspections, review of investigative materials related to Offender incidents, and examination of documents related to the care and treatment of Offenders. At the County's sole discretion, such audits, inspections, reviews, and examinations may be conducted by the County and/or its agents at anytime with or without advance notice to the State.

## **B. SECURITY AND CLASSIFICATION OF OFFENDERS**

1. The security and classification level of Offenders eligible for Fire Camps participation are limited to the adult Offenders sentenced to County jail selected by the County and approved by the State.

2. The State criteria for participation are attached to the Contract as follows:
  - Attachment D, Fire Camp Offender Criteria – Criminal History
  - Attachment E, Fire Camp Offender Criteria – Medical/Mental Health/Dental
  - Attachment F, County Fire Camp Offender Screening and Processing Form
3. Prior to the County's submission of an Offender to the State for Fire Camp placement consideration, the County shall conduct a thorough criminal history screening consistent with Attachment D, Fire Camp Offender Criteria – Criminal History, of the Contract to determine eligibility for Fire Camp participation.
4. Prior to the County's submission of an Offender to the State for Fire Camp placement consideration, the County shall conduct a thorough health care screening, which includes medical, mental health, and dental examinations consistent with Attachment E, Fire Camp Offender Criteria – Medical/Mental Health/Dental, of the Contract to determine eligibility for Fire Camp participation.
5. At the time of submission by the County of an Offender for Fire Camp placement consideration, the County shall provide the Fire Camp State Administrative Office with a completed Attachment F, County Fire Camp Offender Screening and Processing Form, of the Contract, along with all required documentation which includes copies of all Offender classification data, including commitment and other judicial orders, and medical, mental health, and dental clearance records.
6. All Offenders submitted for Fire Camp placement consideration shall be subject to an initial intake review by the State to confirm that Fire Camp placement is appropriate. All Offenders shall also be subject to an annual review conducted by the assigned Fire Camp State Administrative Office to confirm that continued Fire Camp placement is appropriate.

**C. OFFENDER FIRE SUPPRESSION TRAINING**

1. The County shall provide training in fire suppression activities for male Offenders prior to placement in a Fire Camp. The fire suppression training for male Offenders shall be provided by the Fire District pursuant to the separate Memorandum of Understanding between the County and the Fire District. All male Offenders shall be trained, certified as "fire-ready" (unless medically, physically, or administratively

precluded), and approved by the Fire District prior to placement in a Fire Camp.

2. The State shall provide training in fire suppression activities for female Offenders. The fire suppression training for female Offenders shall be provided by the State at the California Institution for Women in Chino, California. All female Offenders shall be trained, certified as "fire-ready" (unless medically, physically, or administratively precluded), and approved by the Fire District prior to placement in a Fire Camp.
3. Offenders may be placed into a Fire Camp as a Non Grade Eligible Offender if 1) the Offender fails the physical fitness or the fire suppression training program, and 2) the County has identified a special work skill that the Offender possesses that will allow the State to place the Offender in a Fire Camp, and 3) placement of the Non Grade Eligible Offender is mutually agreed upon by the County and the Fire Camp State Administrative Office prior to placement in a Fire Camp.

#### **D. DELIVERY OF OFFENDERS TO FIRE CAMPS**

1. The County shall be responsible for the transportation and delivery of male Offenders to the Holton Fire Camp and the costs thereof. The State shall be responsible for the transportation and delivery of male Offenders to all Offender's assigned Fire Camps. Female Offenders however shall be transported directly by the County to the California Institution for Women (CIW). The State shall be responsible for the transportation and delivery of female Offenders from CIW to Malibu Fire Camp following their training in fire suppression activities.
2. The County and the State shall work cooperatively to coordinate the delivery and acceptance of Offenders.
3. Funds of an individual Offender held in trust by the County shall be provided via check to the State within seven (7) Business Days of the Offender's delivery to a Fire Camp. Offender funds shall be held and managed pursuant to the State policies, procedures and practices related to Offender trust accounts.

#### **E. RETURN OF OFFENDERS TO COUNTY**

1. The County shall be responsible for the transportation, and the costs thereof, for the pick-up and return of an Offender from the Holton or Malibu Fire Camp or other agreed upon location to the County.

2. Upon the demand by the State or the County, Offenders shall be delivered to the custody of the County at a mutually agreed upon time.
3. In the event that it becomes necessary to remove an Offender from a Fire Camp or fire training facility due to an increase in healthcare needs beyond those provided by the State as part of Routine Medical Care, any ongoing or Serious Disciplinary reason, an inability to provide a level of custody consistent with the safety and security of the Offender, staff, and/or the Fire Camp, or an Offender's refusal to participate in the Fire Camp program, the State shall remove the Offender from the Fire Camp or fire training facility immediately. Following removal, the State shall notify the County and coordinate the Offenders return to the County. Except as provided in Section Z(5) of this SOW, each night an Offender is not in a Fire Camp or fire training facility bed but temporarily housed out-of-County in a State prison or State- contracted medical facility, or an emergency medical facility, the County shall be charged at the Special Custodial Costs Rate set forth on Attachment B, Price Schedule, of the Contract. In the event the Offender requires housing outside of a State facility due to disciplinary action, all associated costs shall be passed to the County.
4. The County and the State shall coordinate the processing of an Offender prior to the Offender's completion of his or her sentence.
5. All Pre-Release Processing shall be the responsibility of the County. The County shall be responsible for any earned time/good time credit adjustments for which an Offender may be eligible while the Offender is in State custody.
6. When an Offender returns to the County, the State shall provide the Offender's funds from the Offender's trust account, in the form of a check payable to the County, within seven (7) Business Days of the Offender's return to the County. Once the release paperwork is complete, it shall be forwarded to Trust Accounting in Sacramento. The check shall be processed and then forwarded to the County.
7. When an Offender is identified for return to the County, the State shall ensure that the Offender's Camp File (OCF) is current with documentation to include but not be limited to program activities (work, education, etc.), classification endorsement and action, and disciplinary history. Offender records maintained at the Fire Camp site shall be transported with the Offender upon return to the County. Files maintained at the Fire Camp State Administrative Office shall be mailed to the County within fourteen (14) calendar days of the County Offender's departure from the Fire Camp.

8. In the event that an Offender is summoned for appearance in court, the County shall provide any such documentation received by the County to the Fire Camp State Administrative Office for processing. The County shall assume temporary custody of the Offender and transport the Offender both to and from the assigned Fire Camp for local, state, and federal court appearances.

#### **F. OFFENDER WORK ASSIGNMENTS**

1. All Offenders shall participate in Fire Camp work programs while assigned to a Fire Camp, including fire suppression work crew assignments, firefighting training, in-camp work assignments, and other work assignments, unless otherwise medically or administratively precluded.
2. All Offender work assignments shall be assigned and performed in accordance with Title 15 requirements or as otherwise required by law.
3. For all injuries incurred by an Offender while an Offender is housed at a Fire Camp, the County shall not be responsible for the payment of any medical care or benefits related to an Offender's workers' compensation injuries or claims as required by California law, including but not limited to California Labor Code section 3370. The State shall be solely responsible for all workers' compensation claims and benefits, including the administration of the claims, in the same manner as if the Offender was an inmate of the State. The State, at the State's option, may provide stated medical coverage in lieu of workers' compensation benefits, consistent with California law; however, the State remains responsible for any and all workers' compensation benefits, including past, present, and future medical benefits, temporary disability payments, permanent disability payments, home health care costs, and any other benefits or costs arising out of the workers' compensation claim. Should a workers' compensation claim be filed against the County arising out of the performance of the Contract, the State agrees to defend and indemnify the County for any and all costs, findings, or expenses incurred by the County or that become an obligation of the County. Also, the State shall reimburse the County for the costs of any and all medical care provided directly by the County related to an Offender's workers' compensation injury. If emergency medical care related to a workers' compensation injury is provided by an emergency medical provider, then the State shall pay the emergency medical provider directly for any and all emergency medical care costs, including emergency transportation by ambulance costs.

4. Wages or compensation payable to Offenders for the performance of work assignments, if any, shall be the sole responsibility of the State.
5. Offenders who refuse to participate in Fire Camp work programs shall be returned to the County. The County shall transport the Offender back to the County, at a mutually agreed upon time, following notice to the County from the State of the Offender's refusal to participate in Fire Camp work programs.

#### **G. FIRE CAMP FACILITY OPERATIONS**

1. The Fire Camp facilities shall be provided for and maintained in accordance with the requirements set forth in the Fire District–CDCR Agreement.
2. Ongoing inspections and tests of the Fire Camp facilities and their building systems shall be performed in accordance with the requirements set forth in the Fire District–CDCR Agreement.
3. The State shall maintain an emergency operations manual that identifies a plan of action in the event of an emergency, such as labor strike, natural disaster, or Offender unrest. The emergency operations procedures shall include mutual aid agreements with surrounding law enforcement agencies.

#### **H. OFFENDER PROGRAM OPERATIONS**

1. Offender program operations shall be directed by the State, in compliance with all applicable laws, rules, regulations, policies, procedures, and correctional standards, including Title 15, as well as all State policies, procedures, rules, and regulations.
2. The State shall develop a policy and procedure manual which describes Fire Camp regulations on procedures for intake, supervision, count, Offender housing, visitation, recreation, food services, medical services, discipline, Offender complaints, Offender release, facility armory, escape, emergency operations, and security-related operations.
3. The State shall provide to the County all State policies, procedures, rules, and regulations related to program operations at Fire Camps upon request by the County.

## **I. OFFENDER PROGRAM SERVICES**

1. The Sheriff of Los Angeles County has adopted a philosophy within the jails known as Education Based Incarceration. It focuses on deterring and mitigating crime by investing in Offenders through education and rehabilitation and providing dignity in the jails.
2. The State shall provide and maintain inmate programs for Offenders in keeping with the spirit of Education Based Incarceration and in consultation with the County. Offender programming shall be sufficient to meet the minimum standards required by Title 15 and aimed at reducing recidivism, increasing employability, and reunifying families.
3. Offender programs may include, but are not limited to, academic programs, life skills programs, vocational and technical training programs, behavior modification programs, religious and volunteer programs, recreation programs, and visitation and family reunification programs.
4. Offender participation in hobby craft programs and the sale of hobby craft items shall be in accordance with State policies and procedures.
5. The State shall provide Offenders reasonable time, accommodations, and space for religious services in keeping with Fire Camp security and other necessary Fire Camp operations and activities. Religious services and counseling may be provided by local volunteer groups and organizations.
6. The State shall provide recreational opportunities for Offenders on a daily basis.
7. The State shall ensure that all Offenders have court-related access consistent with State policies and procedures. All Offenders requesting access to a law library shall be transported back to the County by the County upon notice from the State.

## **J. FOOD SERVICES**

1. The State shall provide sustenance and food services to Offenders at Fire Camps, which meet the minimum dietary and nutritional requirements dictated by Title 15.
2. Food services shall be provided to Offenders in accordance with State policies and procedures.

3. The State shall arrange for the purchase of all necessary foods to comply with the minimum dietary and nutritional requirements dictated by Title 15.
4. Offender meals shall be prepared and served three (3) times within each twenty-four (24) hour period.
5. The State shall provide meal planning, kitchen supervision, and meal preparation.
6. Necessary food storage and refrigeration space shall be provided, as well as adequately sized kitchens with required appliances, in accordance with the Fire District-CDCR Agreement.
7. All food shall be prepared and stored in accordance with all State and local codes and regulations.

**K. HOUSING AND HOUSEKEEPING SERVICES**

1. The State shall confine and supervise Offenders in accordance with State policies and procedures. The State shall provide security and supervision of Offenders consistent with State policies and procedures, based upon Offender disciplinary behavior, program participation, and other activities.
2. Dormitory style housing units shall be provided in accordance with the Fire District-CDCR Agreement. Dormitory style housing shall provide both day rooms and sleeping space for Offenders at the Fire Camps. Offenders shall be housed in housing units consistent with the Offenders classification and security needs as determined by the State.
3. The State shall develop and implement a housekeeping plan to ensure the proper cleanliness of the housing areas.
4. Offenders shall be required to comply with procedures for maintaining their living space.
5. The State shall provide all bed linens and towels for use by Offenders. A schedule for the regular issuance of linens and towels shall be developed and maintained by the State.
6. The State shall develop, and provide to each Offender, an orientation manual to educate new Offenders on State policies and procedures related to Fire Camps. The manual shall address, at a minimum,



housekeeping procedures, sick call/pill call procedures, policies regarding behavior and discipline, and daily routines and practices.

**L. OFFENDER CLOTHING**

1. The State shall provide all Offender clothing for Offenders assigned to Fire Camps in accordance with the Fire District-CDCR Agreement.
2. Offender clothing shall be suitable to the climate and to specific work assignments, as required.
3. The State shall be responsible for the laundry, repair, and replacement of Offender State issued clothing during the Offender's incarceration at the Fire Camp to ensure clean clothes on at least a weekly basis. The State shall develop a plan, procedure, and a schedule for the exchange of clean Offender clothing.
4. Upon admission and intake of Offenders to the assigned Fire Camp, each Offender shall be issued clothing consistent with current State policies and procedures.
5. Other specialized clothing and safety equipment shall also be issued to Offenders, as necessary, consistent with State policies and procedures.
6. The County shall provide County-issued clothing to the Offender prior to the Offender's permanent return to the County.

**M. VISITATION**

1. Offenders shall be provided visitation privileges in accordance with Title 15 requirements. The schedule and hours of visitation shall be in accordance with State policies and procedures.
2. The State shall provide space, opportunity, furniture, and equipment for visitation as determined by the State.
3. Offender visitors shall be approved per the current State approval process prior to visitation with an Offender.

**N. CANTEEN**

1. Offenders shall be provided with canteen services in accordance with Title 15 requirements and State policies and procedures.
2. The State reserves the right to disapprove any canteen items for

Offenders. The State reserves the right to exclude any canteen item deemed by the State to be a security risk.

3. The State shall implement a quarterly package program for Offenders consistent with State policies and procedures. The State reserves the right to exclude any quarterly package item deemed by the State to be a security risk.

**O. MAIL**

1. Offenders shall be provided regular mail service consistent with Title 15 requirements and State policies and procedures.
2. Indigent Offenders shall be provided with supplies for correspondence for up to the price of twenty (20) one-ounce first class letters per month. However, no request for mailing of verified legal mail shall be denied under this provision regardless of postage limit or financial status of the Offender. The State is entitled to recoup postage fees when the Offender has sufficient funds in his Offender trust account.
3. Pursuant to the State policy, all non-confidential Offender mail, incoming or outgoing, is subject to being read by designated State staff.
4. All incoming and outgoing mail and packages shall be searched for contraband.

**P. TELEPHONE**

1. Offenders shall be provided access to telephone service in accordance with Title 15 requirements and State policy and procedures.

**Q. OFFENDER PROPERTY**

1. Offenders shall be allowed to possess personal property consistent with State policies and procedures. The allowable property list is attached as Attachment H, State Allowable Property for Offenders, of the Contract. Exclusions may be granted based on Fire Camp security requirements.
2. The State shall follow State policies and procedures on the disposition of Offender property. The State shall compensate Offenders for lost or damaged property due to the negligence of the State in accordance with applicable remedies consistent with State policies and procedures. The County shall not be responsible for such lost or damaged property, and the State shall indemnify the County for any

and all claims, losses, liabilities, etc., attributable to such lost or damaged property while in State custody.

3. At the time of an Offender's return to the County, only property allowable by the County may be transported back to the County with the Offender. The allowable property list is attached as Attachment I, County Allowable Property for Offenders, of the Contract. The State shall inform all Offenders of the allowable County property and assist the Offender with its disposition in accordance with State policies and procedures prior to return to the County.

## **R. OFFENDER COMPLAINTS**

1. The State shall have and maintain a process for handling Offender complaints and grievances related to conditions of Fire Camp confinement and other State actions and decisions made while the Offender is in State custody in accordance with Subparagraph 8.5, Complaints, of the Contract. The State shall retain final authority on all issues of resolution and appeals related to State decisions and actions.
2. Offender complaints and grievances related to County decisions and actions shall be remedied via the County's complaint process. The County shall retain final authority on all issues of resolution and appeals related to County decisions and actions.

## **S. STAFFING**

1. The County shall not be responsible for the recruitment, hiring, and training of State Fire Camp staff.
2. The State staff shall meet State and California Peace Officer Standards and Training (POST) staffing requirements and background clearances.
3. The State staff shall be Correctional Officers, who have completed the minimum standards for training of correctional officers established by the Board of State and Community Corrections, State of California, pursuant to California Penal Code section 6035.
4. The State staff shall have specific duties relating to the security of the facility and the safety of the community, staff, and Offenders. The State shall provide security and supervision for Offenders assigned to the Fire Camp whether in the Fire Camp or elsewhere.
5. The State staff recruitment shall follow the guidelines and standards for personnel selection established by the Board of State and Community

Corrections, State of California, as part of its standard training for corrections programs.

**T. STAFF TRAINING**

1. The State shall develop and implement a training program for all State custody staff hired for the Fire Camp. The training program shall be in accordance with training standards and guidelines developed by the Board of State and Community Corrections, State of California, and promulgated through the Standards and Trainings for Corrections Program.

**U. COMMUNICATION OPERATIONS**

1. The State shall at all times maintain radio and other communication operations in the Fire Camps which are adequate and appropriate for the administration, security, and safety of the Fire Camp facility, staff, and Offenders.
2. Fire Camp radio operations shall be conducted in accordance with Federal Communications Commission procedures and guidelines.

**V. FINANCIAL MANAGEMENT OF FUNDS AND INTERNAL CONTROL**

1. The State shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required under this Contract.
2. The State Project Director shall be responsible for accounting of all program and facility costs, maintaining all financial records including Offender trust funds, and serving as State's liaison to County fiscal authorities. The State Project Director shall be assisted by the Fire Camp State Administrative Office.
3. The State Project Director shall ensure that accounting and financial records management practices meet generally accepted standards.
4. In accordance with Subparagraph 8.17, Record Retention and Inspection-Audit Settlement, of the Contract, the County may conduct periodic audits of any and all records relating to this Contract. Such audits may be conducted by any State or federal auditor or agent or an outside accountant or agent employed by the County.
5. When an Offender is transferred to the State from the County, the balance of such Offender's trust account shall also be transferred to the State. If the Offender is transferred back to the County or to

another facility, the balance of the Offender's trust account shall also be transferred.

6. Upon notification of a court order for restitution by a County Offender, the State agrees to collect funds from wages and account deposits from the County Offender's trust account. All collected funds shall be remitted in a manner that adheres to Title 15, Subchapter 2, Article 1.5, Section 3097 of the California Code of Regulations (15 CCR § 3097).

## **W. SIGNIFICANT INCIDENTS**

### **1. ESCAPES**

- 1.1 In the event of an escape by an Offender from Fire Camp custody, the State shall initiate efforts to apprehend such Offender and notify the State I.D./Warrants Unit and the local law enforcement agencies as required by State statute in the same manner it uses for any other State escapees.
- 1.2 The State shall immediately, or as soon as reasonably practicable but no later than one (1) hour following the State's knowledge of the escape, notify the Department Fire Camp Operations if the escape occurs during regular business hours. If the escape occurs outside of regular business hours, then notification shall be made to the Watch Commander at the Pitchess Detention Center – South Facility.
- 1.3 If the escaped Offender is located within the first twenty-four (24) hours, then the Department Fire Camp Operations shall be notified and shall respond to the assigned Fire Camp to accept responsibility of the Offender within twenty-four (24) hours of notification to the Department Fire Camp Operations.
- 1.4 If, after twenty-four (24) hours, the Offender has not been located, then the County shall assume and be responsible for the escape pursuit and investigation.
- 1.5 In the event of an Offender escape, the State shall be responsible for all first reports, which shall be filed with the local District Attorney's office.

## **2. MEDIA CONTACT**

2.1 In the event of a significant incident requiring media notification (including escapes, serious injury, death, riot, etc.) due diligence shall be exercised to determine if an involved inmate is a County Offender prior to the release of information to the media. The responsibility for the release of information (press release, bulletins, websites, news outlets, etc.) shall rest with the party that has the current care and custody of the Offender.

2.2 All State media notifications made by the State shall be shared with the Department Sheriff's Information Bureau (SIB) and the Department Fire Camp Operations. Circumstances and time permitting, the State will notify the Department SIB and the Department Fire Camp Operations prior to media notification. The Department SIB and Department Fire Camp Operations shall be reached at:

Los Angeles County Sheriff's Department  
Sheriff Information Bureau  
211 West Temple Street, 1<sup>st</sup> Floor  
Los Angeles, California 90012  
(213) 229-1700

Los Angeles County Sheriff's Department  
Inmate Services Bureau  
Inmate Fire Camp Training Program  
29310 The Old Road  
Castaic, California 91384  
(661) 295-8815

## **X. NOTIFICATION OF OFFENDER INCIDENTS, EMERGENCIES, AND DISCIPLINE**

1. Offender-related incidents, emergencies, and discipline shall be reported to Department Fire Camp Operations as soon as reasonably practicable after the incident, emergency, or disciplinary matter, but no later than the timeframes set forth throughout this SOW.
2. All Offenders are subject to State policies, rules, and regulations regarding conduct and behavior. The State shall be responsible for adjudicating any disciplinary matters while Offenders are in State custody.

## **Y. OFFENDER RECORDS AND PROGRESS REPORTS**

1. The State shall handle and maintain all Offender OCFs and ensure compliance consistent with the State policies and procedures.
2. Offender records regarding Offenders while at the Fire Camp shall be collected and maintained by the State on-site at the Fire Camps in accordance with State record-keeping practices and operating requirements governing confidentiality.
3. OCF's shall not be maintained inside housing units or easily accessible to the Offender population.
4. Upon request, all records, reports, and documents related to Offenders, including but not limited to Offender work/education-vocation records, shall be made available to the County for review immediately upon request. When an Offender is transferred from the Fire Camp, the records provided by the County and additional information compiled while the Offender was at the Fire Camp shall be updated and transported with the Offender to his/her new location. The record consists of reports, timesheets, staff memos, correspondence, medical records, and other documentation relating to behavior of the Offender.
5. All warrants/holds/detainers received by the County for an Offender shall be forwarded to the Fire Camp State Administrative Office within twenty-four (24) hours of receipt by the County. The County and the State shall work cooperatively to coordinate the transportation of the Offender by the County.
6. The County shall perform all time calculations for Offenders while housed in the Fire Camps and shall provide the State with an initial Offender release date and any subsequent changes to the Offender release date. This information is required to facilitate return of the Offender to the County within forty-eight (48) hours of his/her release.

## **Z. MEDICAL SERVICES**

1. The State shall ensure that all Offenders are provided all necessary Routine Medical Care.
2. All medical care shall be provided in compliance with Title 15 requirements and as other required by law.

3. The State shall develop and implement State policies and procedures for the provision of all medical care, including medical procedures for the dispensing of medication.
4. In the event that it becomes necessary to remove an Offender from the Fire Camp due to an increase in medical care needs beyond that provided by the State as Routine Medical Care, the State shall notify the Department Fire Camp Operations to coordinate the pick-up and transport of the Offender by the County to the County for Non-Routine Medical Care.
5. In-County emergency, life-threatening Non-Routine Medical Care shall be provided by emergency medical providers within the vicinity of the Fire Camp and within Los Angeles County. The emergency transport to the emergency medical provider may be provided by ambulance. The State shall provide custody supervision of the Offender, and transportation if necessary, at no additional charge to the County while the Offender is at the emergency medical facility for treatment. The State shall provide supervision until such time as the Offender is transported back to the Fire Camp or the County assumes supervision of the Offender. The State shall provide notice to Department Fire Camp Operations as soon as reasonably practicable but no later than four (4) hours after the occurrence of the Offender's condition that gave rise to the need for hospitalization or emergency treatment. State procedures, including transportation and custody of Offenders, shall be developed and implemented for handling emergency, life-threatening Non-Routine Medical Care for Offenders. All procedures shall be made available to the County within a reasonable amount of time upon request.
6. If, either upon arrival from the County or during incarceration, the State determines that an Offender (1) is not in a sufficient medical condition to be, or remain to be, housed at the Fire Camp, or (2) has serious medical, mental health, or dental needs which cannot be accommodated at the Fire Camp, then said Offender shall be returned to the County. The State shall notify the Department Fire Camp Operations to coordinate the pick-up and transport of the Offender by the County.
7. For out-of-County emergency, life-threatening Non-Routine Medical Care where the County is unable to take custody of an Offender temporarily housed at a State prison, a State-contracted medical facility, or an emergency medical facility, the State shall be reimbursed for Special Custodial Costs at the Special Custodial Costs Rate set forth in Attachment B, Price Schedule, of the Contract, as further discussed in Paragraph 5.4 (Special Custodial Costs Rate) of the



Contract. This rate shall be an all-inclusive daily rate for transportation and supervision of the Offender until such time the Offender is transported back to the Fire Camp or the County assumes supervision of the Offender.

8. Any Offender suspected of being sexually assaulted shall be transported by the State to the local emergency medical provider for treatment, and a rape kit shall be sent to the hospital with the State custody staff, consistent with the State Prison Rape Elimination Act (PREA) protocols.
9. The State shall have written policies and procedures to support the management and prevention of infectious diseases.

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## PRICE SCHEDULE

### 1. Offender Per-Diem Rate - \$10.00\*

The Offender Per-Diem Rate shall be an all-inclusive daily rate for all fire suppression services for one (1) Offender, including, but not limited to, housing, sustenance, supervision, education, programs, Routine Medical Care, and other services and accommodations as required by the Contract and otherwise by law. The Offender Per-Diem Rate does not include the costs of Non-Routine Medical Care or Special Custodial Costs.

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### 2. Offender Per-Diem Rate - Female Offender in Training - \$81.00\*

The Offender Per-Diem Rate - Female Offender in Training shall be an all-inclusive daily rate for all fire suppression training services for one (1) female Offender, including but not limited to, housing, sustenance, supervision, education, programs, Routine Medical Care, and other services and accommodations as required by the Contract and otherwise by law. The Offender Per-Diem Rate - Female Offender in Training does not include the costs of Non-Routine Medical Care or Special Custodial Costs.

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### 3. Special Custodial Costs Rate - \$77.00\*

The Special Custodial Costs Rate shall be an all-inclusive daily rate for transportation and custody supervision of an Offender to any destination previously approved by the County or when an Offender is temporarily housed at a State prison, State contracted medical facility, or any emergency medical facility.

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\*If, at any time during the term of the Contract, CDCR offers fire suppression camp services to any county at offender per-diem rates and/or a special custodial costs rate lower than the Offender Per-Diem Rates, Offender Per-Diem Rate - Female Offender in Training and/or the Special Custodial Costs Rate set forth herein, then (1) CDCR shall extend those lower rates to the County within a reasonable timeframe - not to exceed thirty (30) calendar days - unless CDCR can demonstrate that extending the lower rates would be cost prohibitive to CDCR, and (2) if the lower rates are extended to County, this Contract shall be amended in accordance with Subparagraph 8.1.3 of the Contract to decrease the Offender Per-Diem Rate, Offender Per-Diem Rate - Female Offender in Training, and/or the Special Custodial Costs Rate set forth herein to reflect the lower rates.

## LIST OF FIRE CAMPS

<u>CAMP</u>	<u>POPULATION</u>
ACTON 8800 Soledad Canyon Road Acton, California 93510	80 Offenders *
FRANCISQUITO 35100 N. San Francisquito Canyon Road Santa Clarita, California 91390	80 Offenders *
HOLTON 12653 N. Little Tujunga Canyon Road Sylmar, California 91390	100 Offenders *
JULIUS KLEIN 22550 East Fork Road Azusa, California 91702	120 Offenders *
MALIBU (Female Offenders) 1252 S. Encinal Canyon Road Malibu, California 90265	100 Offenders *

\*The above information represents the total available bed space for each fire camp location.

## FIRE CAMP OFFENDER CRITERIA - CRIMINAL HISTORY

Category	Exclusionary Criteria
<b>Definitive Exclusionary Criteria</b>	
Violent Felonies	Current or prior PC 667.5(c) conviction(s) or comparable out-of-state conviction(s).
Serious Felonies	Current or prior PC 1192.7(c) and/or PC 1192.8 conviction(s) or comparable out-of-state conviction(s).
Sex Offenses	Current or prior or conviction(s) requiring PC 290 registration or comparable out-of-state conviction(s).
Time To Serve	Less than one year to serve. More than five years to serve (projected at two-for-one credit earning – will review on a case by case basis).
Escape History	History of escape. Any “walk-away” within the past ten years.
Felony Holds	Active felony holds, warrants, or detainers for felony offenses.
Misdemeanor Holds	Not exclusionary EXCEPT where it is unclear whether a charge is a felony or a misdemeanor.
Qualifying Active and Potential USICE Holds	Active or potential USICE Hold with prior deportation.  Active USICE hold with no prior deportation and no immediate family ties and/or no established work history of 12 months or more.
Prison Gang Membership	Active or inactive gang member or associate.
Disciplinary History	Any in-custody misconduct in the last 12 months of incarceration resulting in a finding of guilt that could constitute a felony whether or not prosecution is undertaken.
SHU/PHU History	SHU/PHU term in the last 12 months.
High Notoriety	Designated High Notoriety or Public Interest Cases.
Arson	Current or prior commitment for arson of structure, forest, or property, or arson with injuries.  Conviction, arrest, or detention for possession of explosive device.  BPH finding for arson related offenses.
<b>Case-by-Case Exclusionary Criteria</b>	
Sex Offenses	Arrests in California equivalent to PC 290 offense(s).
Potential Felony Holds	Potential felony hold(s) or open disposition(s) for serious or violent offense(s). (Clear and then refer.)

## COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM

### COUNTY SCREENING

#### SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

COUNTY	OFFENDER NAME (LAST, FIRST, MIDDLE)	DOB
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#### SECTION 2: REQUIRED DOCUMENTS (ATTACH TO THIS FORM)

<input type="checkbox"/>	DOCUMENTATION OF CURRENT COMMITMENT	CDCR USE	<input type="checkbox"/>	TWO CURRENT ID PHOTOS (FRONT AND SIDE VIEW)	CDCR USE
<input type="checkbox"/>	PROBATION OFFICER'S REPORT, IF AVAILABLE CURRENT CONVICTION		<input type="checkbox"/>	COMPLETED OFFENDER INFORMATION FORM	
<input type="checkbox"/>	RELEASE DATE INFORMATION		<input type="checkbox"/>	COMPLETED POWER OF ATTORNEY FORM	
<input type="checkbox"/>	COPY OF DISCIPLINARY ACTION(S)		<input type="checkbox"/>		
<input type="checkbox"/>	DOCUMENTED ENEMIES, IF AVAILABLE		<input type="checkbox"/>		

#### SECTION 3: CRIMINAL HISTORY SCREENING

BASED ON A REVIEW OF THE OFFENDER'S CRIMINAL HISTORY, CHECK ANY APPLICABLE EXCLUSIONARY BOX(ES) BELOW:

DEFINITIVE EXCLUSIONARY CRITERIA		
<input type="checkbox"/>	CURRENT OR PRIOR PC 667.5(c) CONVICTIONS OR COMPARABLE OUT-OF-STATE CONVICTIONS	CDCR USE
<input type="checkbox"/>	CURRENT OR PRIOR PC 1192.7(c) AND/OR 1192.8 CONVICTIONS OR COMPARABLE OUT-OF-STATE CONVICTIONS	
<input type="checkbox"/>	CURRENT OR PRIOR ARREST OR CONVICTION FOR OFFENSES REQUIRING PC 290 REGISTRATION OR COMPARABLE OUT-OF-STATE ARRESTS	
<input type="checkbox"/>	LESS THAN ONE YEAR TO SERVE (WILL REVIEW ON A CASE BY CASE BASIS)	
<input type="checkbox"/>	MORE THAN FIVE YEARS TO SERVE (PROJECTED AT TWO-FOR-ONE CREDIT EARNING)	
<input type="checkbox"/>	HISTORY OF ESCAPE	
<input type="checkbox"/>	ANY "WALK-AWAY" WITHIN THE PAST TEN YEARS	
<input type="checkbox"/>	ACTIVE FELONY HOLDS, WARRANTS, OR DETAINERS FOR FELONY OFFENSES	
<input type="checkbox"/>	ANY HOLD WHERE IT IS UNCLEAR WHETHER THE CHARGE IS A FELONY OR A MISDEMEANOR	
<input type="checkbox"/>	ACTIVE OR POTENTIAL USICE HOLD WITH PRIOR DEPORTATION	
<input type="checkbox"/>	ACTIVE USICE HOLD WITH NO PRIOR DEPORTATION AND NO IMMEDIATE FAMILY AND/OR NO ESTABLISHED WORK HISTORY OF 12 MONTHS OR MORE	
<input type="checkbox"/>	ANY IN-CUSTODY MISCONDUCT IN THE LAST 12 MONTHS OF INCARCERATION RESULTING IN A FINDING OF GUILT THAT COULD CONSTITUTE A FELONY WHETHER OR NOT PROSECUTION IS UNDERTAKEN	
<input type="checkbox"/>	CURRENT OR PRIOR COMMITMENT FOR ARSON OF STRUCTURE, FOREST, OR PROPERTY, OR ARSON WITH INJURIES	
<input type="checkbox"/>	CONVICTION, ARREST, OR DETENTION FOR POSSESSION OF EXPLOSIVE DEVICE	
CASE-BY-CASE EXCLUSIONARY CRITERIA		
<input type="checkbox"/>	ARREST IN CALIFORNIA EQUIVALENT TO PC 290 OFFENSE(S)	CDCR USE
<input type="checkbox"/>	POTENTIAL FELONY HOLDS FOR SERIOUS OR VIOLENT OFFENSES, INCLUDING OPEN DISPOSITIONS (CLEAR AND THEN REFER)	
<input type="checkbox"/> CLEARED FOR FIRE CAMP (PROCEED TO SECTION 4) <input type="checkbox"/> INELIGIBLE FOR FIRE CAMP		
CRIMINAL HISTORY SCREENING COMPLETED BY (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER

## COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM

LOCATION	TELEPHONE NUMBER	DATE
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### SECTION 4: MEDICAL/MENTAL HEALTH/DENTAL SCREENING

<b>MEDICAL SCREENING</b>		
CHS MEDICAL/MENTAL HEALTH/DENTAL SCREENING		
<input type="checkbox"/> CLEARED FOR FIRE CAMP (SUBMIT TO CUSTODY FOR CDCR) <input type="checkbox"/> INELIGIBLE FOR FIRE CAMP (SUBMIT TO CUSTODY)		
COMPLETION OF PROCESS VERIFIED BY (PRINT NAME & TITLE)	SIGNATURE	
FACILITY	TELEPHONE NUMBER	DATE

The Medical/Mental Health/Dental screening process will be conducted in accordance with CHS policy #M206.10 which consists of the following instructions and procedures:

#### GENERAL INSTRUCTIONS:

Patients are not eligible for the Fire Suppression program if:

1. Receiving long term medications for any medical condition including chronic cardiac, pulmonary, digestive, endocrine, hematologic and/or renal disorders
2. Requires an inhaler to treat asthma and/or COPD (Self-medication of Albuterol inhaler and blood pressure allowed as long as it is controlled)
3. Has impaired mobility and/or neurologic deficits including seizures, amputations of an extremity, total hip and knee replacement and/or fusion of a joint
4. Diagnosed with an immunosuppressed condition
5. Prescribed psychotropic medications within the preceding six months
6. Reported history of hallucinations not associated with drug or alcohol withdrawal
7. Presence of inguinal, femoral or abdominal hernia
8. Visual acuity 20/70 or better in each eye without correction
9. Hearing aid and/or hearing loss
10. Pregnancy
11. Special diet

Patients receiving a short term (14 days or less) course of self-administrated medications are eligible for the program.

#### PROCEDURE:

1. The nurse will:
  - a. Be provided with a list of names for inmates who have been screened by Custody and approved for the fire suppression program.
  - b. Review the medical record; and exclude inmates who do not meet the eligibility criteria. Those who are excluded will be notified by the nurse.
  - c. Assess the inmate by completing vital signs, height, weight, observing physical agility test (25 jumping jacks), and conducting a visual exam (Snellen).
  - d. Order the following required diagnostic exams and refer the inmate to the CSU line for a provider evaluation (Care set).
    1. Chest x-ray if not completed within the last six months  
Note: IRC screening chest x-rays which do not have an official reading will require notification to radiology requesting an official read.
    2. CBC, CMP and UA if no results within the last ninety days
    3. Pregnancy blood test for female patients
2. The provider will:
  - a. Review diagnostic tests results, vital signs, and conduct a physical examination to include hernia exam.

## COUNTY FIRE CAMP OFFENDER SCREENING AND PROCESSING FORM

- b. Determine if there are any pending medical and/or dental appointments including specialty clinics that would preclude the inmate from participating in the program.
- c. Determine if the inmate is cleared or ineligible for Fire Suppression program.
3. The nurse will notify the designated fire camp representative in writing, utilizing the approved form, regarding the inmate's status for participation.

### STATE SCREENING AND PROCESSING

#### SECTION 5: ADDITIONAL OFFENDER INFORMATION

OFFENDER CI&I NUMBER	PRIOR CDCR NUMBER(S)
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#### SECTION 6: REVIEW OF COUNTY DOCUMENTS AND COUNTY SCREENING

<input type="checkbox"/>	ALL REQUIRED DOCUMENTS RECEIVED (SECTION 2)
<input type="checkbox"/>	COUNTY CRIMINAL HISTORY SCREENING COMPLETED (SECTION 3); OFFENDER CLEARED FOR FIRE CAMP BY COUNTY
<input type="checkbox"/>	COUNTY MEDICAL/MENTAL HEALTH/DENTAL SCREENING COMPLETED (SECTION 4); OFFENDER CLEARED FOR FIRE CAMP BY COUNTY

#### SECTION 7: CDCR CRIMINAL HISTORY SCREENING

BASED ON A REVIEW OF THE OFFENDER'S CRIMINAL HISTORY, CHECK ANY APPLICABLE EXCLUSIONARY BOX(ES) BELOW:

<input type="checkbox"/>	ACTIVE OR INACTIVE GANG MEMBER OR ASSOCIATE	
<input type="checkbox"/>	SHU/PHU TERM IN THE LAST 12 MONTHS	
<input type="checkbox"/>	DESIGNATED HIGH NOTORIETY OR PUBLIC INTEREST CASE	
<input type="checkbox"/>	BPH FINDING FOR ARSON RELATED OFFENSE(S)	
COMMENTS		
<input type="checkbox"/> CLEARED FOR FIRE CAMP	<input type="checkbox"/> INELIGIBLE FOR FIRE CAMP	
CDCR SCREENING COMPLETED BY (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
INSTITUTION/CAMP ADMINISTRATIVE OFFICE	TELEPHONE NUMBER	DATE

#### SECTION 8: CDCR FIRE CAMP PLACEMENT APPROVAL

FIRE CAMP PLACEMENT APPROVED?	COMMENTS:	
<input type="checkbox"/> YES <input type="checkbox"/> NO		
CAMP ADMINISTRATOR (PRINT NAME & TITLE)	SIGNATURE	BADGE NUMBER
INSTITUTION/CAMP ADMINISTRATIVE OFFICE	TELEPHONE NUMBER	DATE

## COUNTY FIRE CAMP OFFENDER INFORMATION FORM

### SECTION 1: OFFENDER INFORMATION (PRINT LEGIBLY)

COUNTY	OFFENDER NAME (LAST, FIRST, MIDDLE)	DOB
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### SECTION 2: EMERGENCY CONTACT (IN EVENT OF ILLNESS OR DEATH)

NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS		CITY, STATE, ZIP CODE
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL

### SECTION 3: FAMILY

NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS		CITY, STATE, ZIP CODE
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS		CITY, STATE, ZIP CODE
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS		CITY, STATE, ZIP CODE
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS		CITY, STATE, ZIP CODE
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL
NAME (FIRST, MIDDLE, LAST)		RELATIONSHIP
STREET ADDRESS		CITY, STATE, ZIP CODE
TELEPHONE NUMBER (HOME)	TELEPHONE NUMBER (CELL)	EMAIL

COMPLETED BY (PRINT)

SIGNATURE

DATE



## STATE ALLOWABLE PROPERTY FOR OFFENDERS

Total allowable property may not exceed 6 cubic feet.

<b>ATHLETIC SHORTS</b> (White or light gray only. No logos or printing. No inside pockets).	<b>2</b>
<b>ATHLETIC SUPPORTER</b>	<b>2</b>
<b>BOOTS, FIRE RATED</b> (Grade eligible inmates assigned to Conservation Camps only. The color black is approved).	<b>1</b>
<b>BOOT SOCKS</b> (Grade eligible inmates assigned to Conservation Camps only. White or light gray only).	<b>4 pair</b>
<b>BRIEFS/BOXERS</b> (White only).	<b>10</b>
<b>GLOVES</b> (Zippers, pockets, or metal not allowed. White or light gray only. One for one exchange).	<b>1</b>
<b>HATS and CAPS</b> BASEBALL (White or light gray only). WATCH CAPS (White or light gray only). (No stripes, designs, or logos).	<b>3</b>
<b>RAIN COAT/PONCHO</b> (Transparent only).	<b>1</b>
<b>SHOELACES</b> (White only. Max. 54". One for one exchange).	<b>1 pair</b>
<b>SHOWER SHOES</b> (Foam or soft rubber, single layer construction, not exceeding 1" in thickness).	<b>1 pair</b>
<b>SLIPPERS / HOUSE SHOES</b> (No leather or leather-like materials. Must be predominantly white or gray in color).	<b>1 pair</b>
<b>SOCKS</b> (White only. Any combination of short to knee-high).	<b>7</b>
<b>SWEAT SHIRT</b> (Light gray, or white, or off-white only).	<b>2</b>
<b>SWEAT PANTS</b> (Light gray, or white, or off-white only. No inside pockets).	<b>2</b>
<b>TENNIS SHOES</b> (No shades of red or blue. Low, mid, or high tops are permitted. Must be predominantly white in color. No K-Swiss, Bugle Boys, Joy Walkers, Pumps, Gels, British Knights, DC, or Airlifts. Shoe laces white only. Not to exceed \$75.00. No hidden compartments, zippers, or laces that are covered or concealed. No metal components including eyelets).	<b>1 PAIR</b>
<b>UNDERWEAR, THERMAL OR LONG</b> (Light gray, or white, or off-white only. One pair consists of top and bottom or solid one piece).	<b>2 SETS</b>
<b>UNDER SHIRTS</b> (White or light gray only. Any combination of crew neck, v-neck, long sleeve, or sleeveless athletic tank-top. Turtle neck and mock turtle neck are not permitted).	<b>5</b>
<b>WAVE CAPS</b> (White or light gray only).	<b>2</b>
<b>AFTER SHAVE</b> (Must be clear and in clear container only. 5 oz. max.).	<b>2</b>
<b>BODY POWDERS</b> (Baby powder, foot powder, medicated powder, talcum powder, etc. 20 oz. max.).	<b>2</b>
<b>COMB/HAIR PICK</b> (COMB - Non-metal, no handle, not to exceed maximum of 6" in length, no handle/HAIR PICK – non-metal not to exceed 6" in length.).	<b>1</b>
<b>COSMETIC/SHAVING BAG</b> (Not to exceed 6" x 6" x 8". Plastic. Clear case only).	<b>1</b>

<b>COTTON SWABS</b>	<b>100</b>
<b>DENTAL ADHESIVE</b> (For approved denture wearers only).	<b>2</b>
<b>DENTAL FLOSSERS/GLIDERS/SAFETY DENTAL FLOSS</b> (No more than 3" in length. Amount allowed in possession to be determined by local institutional procedure. Warden discretion on the type of flosser that would meet their respective institution's safety and/or security needs).	<b>YES</b>
<b>DENTURE CLEANSER</b>	<b>2 BOXES</b>
<b>DEPILATORYS</b> (Hair removers, Magic Shave, etc. 10 oz. max.).	<b>2</b>
<b>DEODORANT/ANTIPERSPIRANT</b> (Stick, gel, or roll-on., deodorant must be clear and in clear container only. 5 oz. max.).	<b>4</b>
<b>FACE CREAM</b> (Noxema, etc. Products with glycerin as primary ingredient are not permitted. 10 oz. max.).	<b>2</b>
<b>HAIR CONDITIONER</b> (20 oz. max.).	<b>2</b>
<b>HAIR OIL / GREASE</b> (20 oz. max.).	<b>2</b>
<b>HAIR TIES</b> (Colors of black, white, and gray only).	<b>10</b>
<b>INSECT REPELLANT</b> (Must contain N,N-diethyl-m-toluamide (DEET) as main active ingredient).	<b>2</b>
<b>LAUNDRY DETERGENT</b> (Powder or liquid. 36 oz. max.).	<b>1 2</b>
<b>LIP BALM</b> (No pigmentation added).	<b>2</b>
<b>LOTIONS</b> (Includes sun-block and baby oil. Sun block shall be a minimum of SPF 15. Products with glycerin as primary ingredient are not permitted. 30 oz. max.).	<b>2</b>
<b>MEDICATIONS, OVER-THE-COUNTER (OTC)</b> (Only those OTC medications permitted by the Division of Correctional Health Care Services shall be stocked by institution canteens,. OTC medications are not approved for inmate packages, except those OTC medications listed below). The following OTC medications are authorized in both inmate packages and inmate canteens: solid tablet or capsule form only. Cough drops, sugar free only (non-formulary versions); Digestive aids containing Lactobacillus; and Guaifenesin (single ingredient only. No alcohol).	<b>YES</b>
<b>MIRROR</b> (Maximum of 6" diameter).	<b>1</b>
<b>MOUThWASH</b> (Non-alcohol only. 30 oz. max.).	<b>2</b>
<b>MUSCLE RUB and VAPOR RUB</b> (Soft plastic containers/tube only. 5 oz. max.).	<b>1</b>
<b>NAIL CLIPPER</b> (Maximum of 2" length. No file blade).	<b>1</b>
<b>PALM BRUSH/COMB</b> (No handle. .Plastic only).	<b>1</b>
<b>PERMANENT CURL/HAIR RELAXER KIT</b> (No lye).	<b>2 BOXES</b>
<b>PERMANENT WAVE KIT</b>	<b>2 BOXES</b>
<b>PERMANENT WAVE RODS</b> (Non electric. Plastic only. 3.5" max. in length. Gray only).	<b>40</b>
<b>PETROLEUM JELLY</b>	<b>2</b>
<b>RAZOR, DISPOSABLE</b>	<b>10</b>
<b>SHAMPOO</b> (20 oz. max.).	<b>2</b>
<b>SHAVING CREAM/GEL</b> (Non-aerosol. 10 oz. max.).	<b>2</b>

<b>SOAP, BAR</b> (5 oz. max. Medicated soap containing additional ingredients; i.e., insecticides, keratolytics, antiseptics, antipruritics is allowed).	<b>6</b>
<b>SOAP DISH</b> (Non-metal. Clear case only).	<b>1</b>
<b>SOAP, LIQUID BODY WASH/DISH SOAP</b> (20 oz. max.).	<b>2</b>
<b>TOOTHBRUSH</b>	<b>2</b>
<b>TOOTHBRUSH HOLDER</b> (Clear plastic only. May only cover head of toothbrush).	<b>1</b>
<b>TOOTHPASTE / POWDER</b> (Toothpaste must be clear and in clear container. 7 oz. max.).	<b>3</b>
<b>WASHCLOTHS</b> (White only).	<b>3</b>
<b>ARTIFICIAL SWEETENER</b>	<b>YES</b>
<b>BEVERAGES</b> (Canned or bottled soda, water, etc., canteen purchase only. Beverages are not approved for inmate packages. No fruit juice containing sugar. Canned soda in aluminum cans is permissible for all Security Levels.	<b>YES</b>
<b>CANDY</b> (Shall not contain alcohol or liquors, hard candy shall be sugar free only. Candy bars and soft candies that contain chocolate, i.e., M&M's®, Milk Duds®, Tootsie Roll®, etc. All other candies soft and/or hard shall be sugar free. Candy shall not contain alcohol or liqueurs. No foil packaging).	<b>YES</b>
<b>CANNED GOODS</b> (Canteen only). NOTE: for canned soda, refer to BEVERAGES.	<b>YES</b>
<b>CEREALS</b> (Dry. Boxes or re-sealable bags single serving packets only. 26 oz. max.).	<b>YES</b>
<b>CHEESE</b> (Non-aerosol).	<b>YES</b>
<b>CHIPS/TACO SHELLS</b>	<b>YES</b>
<b>COCOA</b> (Sugar free).	<b>YES</b>
<b>COOKIES</b>	<b>YES</b>
<b>COFFEE</b> (Instant only).	<b>YES</b>
<b>CONDIMENTS</b> Spices, seasonings, sauces (hot, soy, etc.), mustard, mayonnaise, salad dressing/olive oil, sugar free honey, dried vegetables, etc., are permissible. Tomato based products containing sugar such as ketchup, BBQ sauce, pizza sauce, etc. are not permitted. Items containing sugar such as jams, jellies, honey, syrup, juices, and sugar are not permitted. Nutmeg and mace are not permitted.	<b>YES</b>
<b>CRACKERS</b>	<b>YES</b>
<b>CREAMER</b> (Powdered only).	<b>YES</b>
<b>DRY MIX DRINKS</b> (Non-flammable - Sugar-free only).	<b>YES</b>
<b>FOODS, POUCHED/VACUUM PACKED</b> (Tuna, sardines, vegetables, etc.).	<b>YES</b>

<b>HERBAL/BOTANICAL/BIOLOGICAL SUPPLEMENTS</b> (Solid tablet/caplet or softgel form only. Six bottles/containers maximum allowed per product, i.e., six bottles of Ginkgo Biloba, six bottles of Milk Thistle, etc. Bottles/containers not to exceed 250 tablets/caplets/softgels per bottle/container. Product shall be stored in original bottle/container. No bulk powdered products are permitted.). Herbal/botanical supplements (derived from botanical sources such as plants, trees, seeds, roots, fruits, and vegetables), i.e., Ginkgo Biloba, Milk Thistle, Resveratrol, Saw Palmetto, Cranberry, Fruit/Vegetable Extracts, Ginseng, Echinacea, Rose Hips, Pomegranate, Lycopene, Bioflavonoids, Green Tea, Valerian, Flax Seed Oil, Methylsulfonylmethane (MSM), Circumin (Turmeric) Peppermint Oil. Biological supplements (derived from biological sources such as shellfish, animal cartilage, bone, tissue), i.e., Glucosamine, Chondroitin, Coenzyme Q <sub>10</sub> , Hyaluronic acid, and Fish Oil (Omega 3 Fatty Acid).	<b>YES</b>
<b>MEATS, DRY</b> (Salami, jerky, sausages, etc.).	<b>YES</b>
<b>MISCELLANEOUS SNACK ITEMS</b> (Snack cakes, bars, pies, pickles, etc.; are permissible. Dried fruit is not permitted).	<b>YES</b>
<b>NUTS</b> (No shells).	<b>YES</b>
<b>PEANUT BUTTER (30 oz. max.)</b>	<b>YES</b>
<b>PRECOOKED/RECONSTITUTED/DEHYDRATED/INSTANT FOODS</b> (Rice, beans, chile, couscous, hummus, Pasta (16 oz. max. is permitted), etc. Restricted to single serving containers only. No foil packaged items permitted. No raw food products allowed, i.e., raw/uncooked rice, beans, etc.)	<b>YES</b>
<b>PROTEIN SUPPLEMENTS</b> (Solid tablet/caplet or softgel form only, 400 max. Six bottles/containers maximum allowed per product, i.e., six bottles of Soy-Rich Protein, six bottles of chewable Protein tablets, etc. Bottles/containers not to exceed 400 tablets/caplets/softgels per bottle/container. Product shall be stored in original bottle/container. No bulk powdered products are permitted.). Protein supplements shall contain at a minimum, the following nine essential amino acids: Isoleucine, Leucine, Lysine, Methionine, Phenylalanine, Threonine, Tryptophan, Valine and Histidine. The following 14 nonessential amino acids are acceptable in a protein supplement, but only when the 9 essential amino acids are also present: Alanine, Asparagine, Aspartate, Cysteine, Glutamate, Glutamine, Glycine, Proline, Serine, Tyrosine, Arginine, Carnitine, Citrulline, Ornithine.	<b>YES</b>
<b>SOUPS/NOODLES</b> (Ramen, rice noodles, etc.). (Styrofoam containers are restricted not permitted from for inmate possession in ASU and SHU. Staff may empty the contents of the Styrofoam container into an alternate container, retain and dispose of the empty Styrofoam container).	<b>YES</b>
<b>TEA</b> (Bags and instant).	<b>YES</b>

<b>VITAMIN / MINERAL SUPPLEMENTS</b> (Solid tablet/caplet or capsule softgel form only. Not to exceed 250 max tablets/caplets/softgels per bottle/container. Maximum six bottles/containers allowed per product, i.e., six bottles of Vitamin C, six bottles of Chromium, etc. Multiple Vitamin, Multiple Vitamin/Mineral and Single Vitamin packaging allowed. Supplements must remain in original container. No bulk powdered products are permitted). Allowable Vitamin Supplements: A (Retinoids: retinol, retinoids and carotenoids), B1 (Thiamine), B2 (Riboflavin), B3 (Niacin, niacinamide), B5 (Pantothenic acid), B6 (Pyridoxine, pyridoxamine, pyridoxal), B7 (Biotin), B9 (Folic acid, folinic acid), B12 (Cyanocobalamin, hydroxycobalamin, methylcobalamin), C (Ascorbic Acid), D (Ergocalciferol, cholecalciferol), E (Tocopherols, tocotrienols), K (Phylloquinone, menaquinones). Allowable Mineral Supplements: Boron, Calcium, Chloride, Chromium, Cobalt, Copper, Iodine, Iron, Magnesium, Manganese, Molybdenum, Nickel, Phosphorus, Potassium, Selenium, Sodium, Sulfur, Vanadium, Zinc.	<b>YES</b>
<b>ADDRESS BOOK</b> (Soft plastic/Paperback cover only,. 3" x 5" maximum).	<b>1</b>
<b>AUDIO CASSETTES</b> (Professionally pre-recorded only. No audio cassette or individual songs that have a parental advisory label. Possession of a player is not required).	<b>10</b>
<b>BALLPOINT PENS</b> (Non-metal, clear plastic only. Blue/Black ink only. Flexible pens or pen fillers may be required for ASU/SHU by local facility procedure).	<b>4</b>
<b>BATTERY RECHARGER</b> (Does not count as an electrical appliance).	<b>1</b>
<b>BATTERIES</b>	<b>8</b>
<b>BOOKS, MAGAZINES, AND NEWSPAPERS</b> (Paperback or hardback with cover removed only. Limits do not apply to legal materials).	<b>10</b>
<b>BOWL</b> (Plastic,. Future construction material to be approved by DAI. Maximum of 8" in diameter. Plastic lid optional).	<b>2</b>
<b>CALENDAR</b> (12" x 24 1/2" maximum dimensions. No metal).	<b>1</b>
<b>CAN OPENER</b> (P-38 or equivalent).	<b>1</b>
<b>CARD STOCK/DRAWING PAPER</b> (White only. 12" x 12" max. size).	<b>10 sheets</b>
<b>CLOCK</b> (Non-electric, no alarm).	<b>1</b>
<b>COMBINATION LOCK</b> (Common key required by institution,. Canteen item only. Not approved for inmate packages).	<b>1</b>
<b>COMPACT DISCS (CD)</b> (Factory sealed, pre-recorded only,. No CDs or individual songs that have a parental advisory label. Sets including DVDs shall not be permitted. Possession of a player is not required).	<b>10</b>
<b>CORRESPONDENCE COURSE</b> (Does not impact the limit on books. Must be within the established 6-cubic feet limit of allowable property).	<b>1 YES</b>
<b>ENVELOPES, BLANK AND/OR PRE-STAMPED – ENVELOPES, CLASP/GRIP SEAL</b> (10" x 15" max. size. ASU/SHU/PSU clasp shall be removed).	<b>40</b>
<b>ENVELOPES, METERED</b> (Indigent inmates only).	<b>5</b>

<b>EXTENSION CORD</b> (Maximum length of 6', UL approved only,. Must adhere to requirements established in California Electric Code Section 400.8, three prong outlet only, with circuit breaker. upon local facility discretion Permitted by Warden's discretion).	<b>1</b>
<b>GREETING CARDS</b> (Maximum size 6" x 9").	<b>10</b>
<b>HANDKERCHIEFS/BANDANNAS</b> (Solid color. White or light gray only. Maximum size of 22" x 22").	<b>5</b>
<b>LEGAL MATERIAL</b> (Books, pamphlets, and other legal reference).	<b>YES</b>
<b>LEGAL PADS / TABLETS AND NOTEBOOKS</b> (No spiral bound. White and yellow paper only. 9" x 14" max.).	<b>4</b>
<b>LEGAL SIZE FILE FOLDERS/WALLET ENVELOPES</b> (10" x 15" max. size).	<b>YES</b>
<b>LIGHT BULBS</b> (Not to exceed 30 watts).	<b>1</b>
<b>PENCILS, DRAWING (Colored), OR WRITING</b> (Non-mechanical only).	<b>24 20</b>
<b>PENCIL ERASER</b>	<b>1</b>
<b>PENCIL SHARPENER</b> (Non-electric, hand held only,. No metal cover. Maximum 2" length).	<b>1</b>
<b>PHOTOS / PORTRAITS</b> (Maximum of 8" x 10". No Polaroid).	<b>YES</b>
<b>PHOTO ALBUMS</b> (Soft plastic/paperback cover. Maximum of 9" x 12").	<b>4</b>
<b>PLASTIC TUMBLER</b> (16 ounce or less).	<b>2</b>
<b>READING GLASSES – NON PRESCRIPTION</b> (Magnifying glasses).	<b>1</b>
<b>RELIGIOUS ITEMS</b> (As approved by the local religious review committees, i.e., kufi caps, yarmulkeas, prayer rugs, etc.).	<b>YES</b>
<b>SPLITTER</b> (For use with television).	<b>1</b>
<b>STAMPS</b> (U.S. Postal only).	<b>40</b>
<b>STATIONERY</b> (For written correspondence, May be decorated and have matching envelopes. Must be predominantly white. 8.5" x 11" max.).	<b>500 sheets</b>
<b>SUN GLASSES – NON-PRESCRIPTION</b> (No metal/steel frames, non-mirrored, no red or blue lenses. Purchase value not to exceed \$50.00, Excludes prescription sun glasses. Purchase value not to exceed \$50).	<b>1</b>
<b>STORAGE CONTAINER</b> (As permitted by Warden's discretion local institutional authority,. May include clear storage containers, foot lockers, denture holders, etc.).	<b>YES</b>
<b>TUMBLER</b> (Plastic. Future construction material to be approved by DAI. 16 ounces or less).	<b>2</b>
<b>WALLET</b> (Plain brown or black, no engravings).	<b>1</b>
<b>CARDS</b> (No role playing).	<b>1</b>
<b>CHECKERS</b> (No wooden boards. Plastic pieces only).	<b>1</b>
<b>CHESS</b> (No wooden boards. Plastic pieces only).	<b>1</b>
<b>DOMINOS</b>	<b>1</b>
<b>AUDIO ENTERTAINMENT APPLIANCE</b> (PG A and B; AM/FM radio/CD/cassette tape player or any combination allowed. AC power or battery operated. Must have earphone jack and headphones/earbuds. Clear case only. No detachable speakers. Outside measurements not to exceed 3" x 6" x 6").	<b>1</b>

<b>CALCULATOR</b> (Hand held, battery or solar battery operated. No games, clock, or alarm. No removable memory storage device, disks, tapes, chips (CPUs). No capability to transfer information. (Purchase value not to exceed \$25).	<u>1</u>
<b>EARBUDS</b> (Maximum cord length 8.5'. Clear case only. Existing non-clear devices may be retained until no longer operational. Purchase value not to exceed \$50).	<u>1</u>
<b>FAN</b> (AC power or battery operated. Plastic blade and cage. Not to exceed 9". Purchase value not to exceed \$25).	1
<b>HAIR CLIPPER/TRIMMER</b> (AC power, battery operated, or rechargeable. Includes attachments and combs. Clear case only. Existing non-clear case trimmers may be retained until no longer operational. Spare blades may not be kept in possession of inmate. Purchase value not to exceed \$80).	1
<b>HANDICRAFT</b> (Requires institutional approval).	YES
<b>HEADPHONES</b> (Maximum cord length 8.5'. Clear case only. Purchase value not to exceed \$250).	1
<b>HEALTH CARE APPLIANCE</b> (Dr. Rx. only. Not subject to the six-cubic foot limit. Includes prescription eyeglasses and prescription sunglasses).	YES
<b>HOT POT</b> (UL approved, maximum 350 watts, 40 oz. liquid capacity. Clear, non-removable base from body, temperature sensitive thermal fuse, allowable based upon local facility determination). NOTE: If this item is used in an assault or in a manner that constitutes a safety/security threat, the inmate shall permanently lose the privilege of possession of this item.	1
<b>LAMP</b> - Not to exceed 3 pounds or 12" extended length. Not to exceed 30 watts. Not to exceed \$25. Flexible neck only. AC power or battery operated. Purchase value not to exceed \$25.	1
<b>MUSICAL INSTRUMENT</b> (As determined by local institutional procedures. Combined instrument and case dimensions shall not exceed 46" x 24" x 12". New purchases of keyboards are no longer permitted in male facilities. Existing keyboards are permitted).	1
<b>RAZOR, ELECTRIC/PERSONAL GROOMER</b> (Nose/ear trimmer) (AC power or battery operated. Purchase value not to exceed \$580).	1
<b>RELIGIOUS MEDAL AND CHAIN</b> (Not to exceed \$100, Chain not to exceed 18" in length. Obtainable as a set only. chains may not be purchased separately from medal. 1" max. diameter. Existing medals exceeding 1" may be retained by the inmate. Purchase value not to exceed \$100).	1
<b>RING</b> (Wedding band. One only. Yellow or white metal only. Not to exceed \$100, maximum declared value, and may not contain a set or stone).	1
<b>TYPEWRITER, ELECTRIC</b> (AC power or battery operated. Portable only. Outside cabinet clear case and Not to exceed 24" x 18" x 12". Existing non-clear typewriters may be retained until no longer operational. No removable memory storage device, disks, tapes, chips (CPUs). Temporary internal memory up to one-line for correction purposes is permissible. Memory must automatically clear when device is turned off. No capability to transfer information. Existing memory typewriters may be retained with owner's manual until no longer operational. (Purchase value not to exceed \$2500).	1
<b>TYPEWRITER, MANUAL</b> (Restricted from Level IV 180 design housing. Portable only. Not to exceed 24" x 18" x 12". No removable memory storage device, disks, tapes, chips (CPUs). No capability to transfer information. (Purchase value not to exceed \$200).	1

**WATCH** (Wrist or pocket style. No sets or stones. No memory storage device, disks, tapes, or CPUs. No alarm, calculator, radio, TV, game, or communication capabilities. No capacity to transfer information. (Purchase value not to exceed \$50).

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## LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CUSTODY DIVISION MANUAL

### **5-06/010.05 ALLOWABLE INMATE PROPERTY - MALE INMATES**

The items listed below are acceptable for possession by male inmates. The quantity is not specified; however, all personal property and county property (excluding bedding) must fit inside one inmate property bag, in accordance with Custody Division Manual (CDM) section 5-06/050.00, "Individual Inmate Storage of Personal Property."

<b>PERSONAL PROPERTY</b>
Beverage/Food items
Books (personal, religious, and library)
Clear zip lock baggy
Comb (non-metal, non-rat-tail)
Contact lenses with plastic case
Cough drops
Dental Floss ("Cybersonic Floss" or equivalent, pre-strung plastic arch)
Denture cleaner
Denture grip
Dentures
Deodorant (non-aerosol)
Document file folder 15"x10"
Envelopes (clasp type)
Envelopes (legal or regular)
Eraser
Eyeglasses
Facial Tissues
Greetings cards (5" x 7" max)
Hair conditioner
Hair gel
Hearing aid (extra batteries kept by medical staff only)
Legal folder
Legal material including correspondence
Lotion
Magazine
Mail (personal letters, post cards, telegrams)
Medical alert bracelet
Medication
Mentholatum
Mouthwash (alcohol free)
Note book paper
Pencils (wooden without metal eraser tip)
Petroleum jelly
Phone cards
Photos (3" x 5" min – 4" x 6" max)

Playing cards
Razor (disposable only, quantity 1)*
Religious articles
Reusable Razor (purchased through commissary, quantity 1)*
Shampoo
Shaving brush
Shaving cream
Shorts (may be purchased from commissary, maximum 2 pairs are allowed per inmate)
Soap dish
Department-approved pocket AM/FM radio (quantity one) and headphones **
Stamps (U.S. postage)
Styrofoam cup
Sunglasses (medically prescribed or as needed while performing work assignments)
Tooth brush
Tooth paste
Vending cards (only those assigned to inmate, up to three)
Wave caps
Wedding band (plain, no stones)
Wipes (disinfectant)
Writing tablet

\*Inmates who purchase reusable razors through commissary shall have the protective cover on the razor at all times. Any razors that are found without the protective cover shall be considered contraband and disposed of in accordance with CDM section 5-07/020.00, "Contraband Disposal."

\*\*Inmate will be allowed to possess one Department-approved pocket AM/FM radio, one set of headphones, and two AA batteries. Any excess property, including radio accessories, shall be considered contraband and disposed of pursuant to CDM section 5-07/020.00, "Contraband Disposal." In addition, inmates will only be permitted to use their Department-approved radio while they are in their housing module.

The items listed below are acceptable for possession by male inmates with the allowable quantities indicated.

<b>LINEN AND CLOTHING ITEMS</b>	<b>QUANTITY</b>
Blanket	1
L.A. County issued jail uniform	1 set
L.A. County issued jail shoes or "V4force" (athletic shoes)	1 pair
Sheet or mattress cover*	1
Shower shoes	1 pair
Socks	2 pair
Towel	1
Underpants	3

Undershirt	3
Wash cloth	1

\*In accordance with CDM section 5-11/060.00, "Bedding, Linen, and Clothing Exchange," inmates assigned to one-man cells (administrative segregation, discipline, etc.), in areas other than mental health housing, shall have the standard mattress cover and bed sheets removed. To maintain compliance with California Code of Regulations (CCR) Title 15, the top bed sheet and mattress cover shall be replaced with a second blanket.

## EXCEPTIONS:

Individual custody facilities shall establish unit orders outlining any allowable additional clothing and/or property specific to the needs of the facility, special inmate work assignments, weather conditions, or for safety reasons (e.g. additional blankets, boots, jacket, thermal underwear, etc.).

Excess clothing and linen items (any clothing or linen other than those issued to inmates for a particular unit's clothing schedules or work assignments) are considered contraband.

Inmates shall be allowed to possess extra items of county-issued clothing and/or blankets that have been prescribed as a reasonable accommodation for their disability (refer to CDM section 5-12/005.10, "Handling of Inmates with Mobility and/or Sensory Impairments").

Transgender inmates who have had breast augmentation shall be allowed five (5) bras.

Property restrictions for inmates in mental health housing shall be determined by a mental health professional after a clinical assessment has been conducted (refer to CDM section 5-01/050/15, "Property Restrictions for Mentally Ill Inmates").

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Revised 04/18/13

Revised 12/20/09  
Revised 07/24/09  
12/10/01 CDM

## LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CUSTODY DIVISION MANUAL

### **5-06/010.10 ALLOWABLE INMATE PROPERTY - FEMALE INMATES**

The items listed below are acceptable for possession by female inmates. The quantity is not specified; however, all personal property and county property (excluding bedding) must fit inside one inmate property bag, in accordance with Custody Division Manual (CDM) section 5-06/050.00, "Individual Inmate Storage of Personal Property."

<b>PERSONAL PROPERTY</b>
Baby oil
Baby powder
Beverage Items/Food items
Books (personal, religious, and library)
Clear zip lock baggy
Cold cream
Comb (non-metal, non-rat-tail)
Contact lenses with plastic case
Cough drops
Dental Floss ("Cybersonic Floss" or equivalent, pre-strung plastic arch)
Denture cleaner
Denture grip
Dentures
Deodorant (non-aerosol)
Disposable douche
Document file folder (15"x10")
Emery boards
Envelopes (clasp type)
Envelopes (legal or regular)
Eraser
Eye shadow
Eyebrow pencil
Eyeglasses
Face Cleanser
Facial Tissues
Greeting cards (5" x 7" max)
Hair brush
Hair conditioner
Hair gel
Hair net
Hair pick
Hair rollers
Hand lotion
Hearing aid (extra batteries kept by medical staff only)

Legal folder
Legal material including correspondence
Lipstick
Liquid makeup
Lotion
Magazines
Mail (personal letters, post cards, telegrams)
Mascara
Medical alert bracelet
Medication
Mentholatum
Mouthwash (alcohol free)
Notebook paper
Pencils (wooden without metal eraser tip)
Petroleum Jelly
Photos (3" x 5" Min – 4" x 6" Max)
Playing cards
Pony O's
Q-tips
Razor (disposable only, quantity 1)*
Religious articles
Reusable Razor (purchased through commissary, quantity 1)*
Rosary
Shampoo
Shower cap
Soap dish
Department-approved pocket AM/FM radio (quantity one) and headphones**
Stamps (U.S. postage)
Styrofoam cup
Sunglasses (medically prescribed or as needed while performing work assignments)
Tampons
Tooth brush
Tooth paste
Vending cards (only those assigned to inmate, up to three)
Wave caps
Wedding band (plain, no stones)
Wipes (disinfectant)
Writing tablet

\*Inmates who purchase reusable razors through commissary shall have the protective cover on the razor at all times. Any razors that are found without the protective cover shall be considered contraband and disposed of in accordance with CDM section 5-07/020.00, "Contraband Disposal."

\*\*Inmate will be allowed to possess one Department-approved pocket AM/FM radio, one set of headphones, and two AA batteries. Any excess property, including radio accessories, shall be considered contraband and disposed of pursuant to CDM section 5-07/020.00, "Contraband Disposal." In addition, inmates will only be permitted to use their Department-approved radio while they are in their housing module.

The items listed below are acceptable for possession by female inmates with the allowable quantities indicated.

<b>LINEN AND CLOTHING ITEMS</b>	<b>QUANTITY</b>
Blanket	1
Bras	5
Jacket	1
L.A. County issued jail shoe or "V4orce" (athletic shoes)	1 pair
L.A. County issued jail uniform	1 set
Nightgown	1
Panties	5
Sheet or mattress cover*	1
Shower shoes	1 pair
Socks	2 pair
Towel	1
Undershirt	2
Wash cloth	1

\*In accordance with CDM section 5-11/060.00, "Bedding, Linen, and Clothing Exchange," inmates assigned to single person cells (administrative segregation, discipline, etc.), in areas other than mental health housing, shall have the standard mattress cover and bed sheets removed. To maintain compliance with California Code of Regulations (CCR) Title 15, the top bed sheet and mattress cover shall be replaced with a second blanket.

#### **EXCEPTIONS:**

Individual facilities shall establish unit orders outlining any allowable additional clothing and/or property specific to the needs of the facility, special inmate work assignments, weather conditions, or for safety reasons (e.g. additional blankets, boots, jacket, thermal underwear, etc.).

Excess clothing and linen items (any clothing or linen other than those issued to inmates for a particular unit's clothing schedules or work assignments) are considered contraband.

Inmates shall be allowed to possess extra items of county-issued clothing and/or blankets that have been prescribed as a reasonable accommodation for their disability

(refer to CDM section 5-12/005.10, "Handling of Inmates with Mobility and/or Sensory Impairments").

Property restrictions for inmates in mental health housing shall be determined by a mental health professional after a clinical assessment has been conducted (refer to CDM section 5-01/050/15, "Property Restrictions for Mentally Ill Inmates").

DRAFT

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.



- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
  - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected

Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of**

**Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
  - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
  - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

**6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business

Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that



are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work

Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such

Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

## Certification of Compliance

**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212  
(COVID-19 Vaccinations of County Contractor Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
[Project director or authorized principal] [Company / Contractor Name]

("Contractor"), **certify** that on County Contract Number \_\_\_\_\_ for

### Fire Suppression Camp Services

\_\_\_\_\_  
[Description of services provided]

\_\_\_\_\_ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

\_\_\_\_\_ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/4/2022		
<b>BOARD MEETING DATE</b>	5/17/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	FIRE		
<b>SUBJECT</b>	<b>APPROVAL OF ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS PACKAGES FROM BAUER COMPRESSORS</b>		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	NONE		
<b>COST &amp; FUNDING</b>	Total cost: \$32.527 million	Funding source: Approval of the Appropriation Adjustment will increase the Fire Department Administrative Unit's CA and S&S appropriation by \$32.527 million to fully fund the purchase of the 2,720 SCBA packages and accessories.  There is no impact to net County cost.	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Authorize the Director of the ISD, as the County's Purchasing Agent, to proceed with the acquisition of 2,720 Self-Contained Breathing Apparatus (SCBA) and accessories manufactured by MSA Safety Incorporated from Bauer Compressors (Bauer) or Lloyd Newton (L.N.) Curtis which are authorized distributors. This acquisition is to replace the District's outdated SCBAs.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The recommended actions will authorize the procurement and replacement of SCBAs and accessories for the District. The District will use the new SCBAs to continue the services rendered to the public in everyday operations that include, firefighting, specialty services, Hazmat, Urban Search and Rescue, and training service needs.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Mike Tsao – (323) 838-2270 – <a href="mailto:Mike.Tsao@fire.lacounty.gov">Mike.Tsao@fire.lacounty.gov</a>		



# 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

May 17, 2022

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 ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS PACKAGES FROM BAUER COMPRESSORS (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting the Board of Supervisors (Board) to authorize the Director of the Internal Services Department (ISD), as the County's Purchasing Agent, to proceed with the acquisition of 2,720 Self-Contained Breathing Apparatus (SCBA) and accessories manufactured by MSA Safety Incorporated from Bauer Compressors (Bauer) or Lloyd Newton (L.N.) Curtis which are authorized distributors. Each SCBA includes one harness, one 45-minute Cylinder, and one facepiece to function as a unit. The estimated cost of the SCBA and accessories will be \$32.527 million, including tax. This acquisition is to replace the District's outdated SCBAs.

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

1. Approve the Appropriation Adjustment (Attachment A) to increase the Fire Department Administrative Unit's Capital Asset (CA) appropriation by \$25.506 million for the purchase of the 2,720 SCBA and the Fire Department Administrative Unit's Services & Supplies (S&S) appropriation by \$7.021 million for the purchase of the accessories.
2. Find that this purchase is exempt from the provisions of the California Environmental Quality Act (CEQA).

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

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

The recommended actions will authorize the procurement and replacement of SCBAs and accessories for the District. The District will use the new SCBAs to continue the services rendered to the public in everyday operations that include, firefighting, specialty services, Hazmat, Urban Search and Rescue, and training service needs.

### **IMPLEMENTATION of STRATEGIC PLAN GOALS**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency.

### **FISCAL IMPACT/FINANCING**

Approval of the Appropriation Adjustment will increase the Fire Department Administrative Unit's CA and S&S appropriation by \$32.527 million to fully fund the purchase of the 2,720 SCBA packages and accessories. The SCBA packages and accessories will be acquired in accordance with the County's Purchasing and Contracting policies and procedures.

There is no impact to net County cost.

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

The necessity for the new SCBA is based on the fact that our current SCBA manufacturer, Honeywell, has stopped production on our current SCBA. As a result, the District is experiencing supply shortages when requesting replacement parts. Routine maintenance and repairs cannot be continued, and portions of the equipment are out-of-service. Replacing partial equipment for a different brand is not a viable solution, as it may lead to confusion during firefighting operations.

### **ENVIRONMENTAL DOCUMENTATION**

This acquisition will not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

### **CONTRACTING PROCESS**

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

### **IMPACT ON CURRENT SERVICES**

To meet our emergency operational needs, we must replace the current equipment with new SCBA as quickly as possible. The impact of delaying this replacement will severely impact

emergency operations and the communities we serve. Additionally, the delay will increase the risk of injury and mortality due to the use of non-compliant equipment.

## **CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped copy of the 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)

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

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:cs

Enclosures

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

**STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT  
FY 2020-21**

5/17/2022

Cluster PUBLIC SAFETY  
Type of Change BUDGET ADJUSTMENT  
Department Impacted Fire  
Program Impacted SCBA Replacement  
Funding Type ONE-TIME  
Type of Adjustment REVENUE OFFSET FUNDING  
Change in Budgeted Positions 0  
Votes 4

**Justification**

Reflects the transfer of appropriation to purchase 2,720 Self-Contained Breathing Apparatus (SCBA) and accessories that are used in providing emergency operations, specialty, Hazmat, and Urban Search and Rescue services to the public.

**Sources (Increase Revenue / Decrease Appropriation)**

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
DA1	FR	40100	40111	FIRE DEPARTMENT - ADMINISTRATIVE BUI		5500	OTHER CHARGES	27,615,000
DA1				FIRE DEPARTMENT		3303	APPROPRIATIONS FOR CONTINGENCI	4,912,000
								32,527,000

**Uses (Increase Appropriation / Decrease Revenue)**

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
DA1	FR	40100	40111	FIRE DEPARTMENT - ADMINISTRATIVE BUI		2000	SERVICES & SUPPLIES	7,021,000
DA1	FR	40100	40111	FIRE DEPARTMENT - ADMINISTRATIVE BUI		6030	CAPITAL ASSETS - EQUIPMENT	25,506,000
								32,527,000

Appropriation	-
Intrafund Transfers	-
Revenue	-
Net County Cost	-

**Explanation of change**

Reflects the transfer of appropriation to purchase 2,720 Self-Contained Breathing Apparatus (SCBA) and accessories that are used in providing emergency operations, specialty, Hazmat, and Urban Search and Rescue services to the public. The District's current SCBA manufacturer has stopped production on SCBAs and as a result, the District is experiencing supply barriers when requesting replacement parts. The existing SCBAs need to be replaced as routine maintenance and repairs cannot be continued and portions of the equipment are out-of-service.

Manager, CEO Approval

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/20/2022		
<b>BOARD MEETING DATE</b>	5/3/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Probation		
<b>SUBJECT</b>	The County of Los Angeles Probation Department (Probation) is requesting delegated authority to extend contract number 78146 with HealthRight 360 (HR360) to provide comprehensive services to the Assembly Bill (AB) 109 Population.		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If Yes, please explain why:  Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.		
<b>DEADLINES/ TIME CONSTRAINTS</b>	None		
<b>COST &amp; FUNDING</b>	Total cost: \$12,000,000 Annually		Funding source: AB109
	TERMS (if applicable):		
	Term is projected to commence July 1, 2022 through June 30, 2023.		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Authorize the Chief Probation Officer or his designee to prepare and execute, modification to contract number 78146 with HR360 to 1) extend the contract period for twelve (12) months at an estimated amount of \$12,000,000 effective July 1, 2022 through June 30, 2023,		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed modification will also allow Probation to extend the Contract with HR360 and to modify the existing SOW and increase contract rates for housing services in order to address emergent and time sensitive needs caused by Covid-19 and recent changes to the California Department of Corrections and Rehabilitation (CDCR) transportation policy.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain how:		

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Robert Smythe, Administrative Deputy (562) 940-2516 <a href="mailto:robert.smythe@probation.lacounty.gov">robert.smythe@probation.lacounty.gov</a>  Howard Wong , Deputy Director (562) 334-4221 <a href="mailto:howard.wong@probation.lacounty.gov">howard.wong@probation.lacounty.gov</a>



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



**ADOLFO GONZALES**  
Chief Probation Officer

May 3, 2022

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

Dear Supervisors:

**AUTHORIZATION TO EXTEND CONTRACT NUMBER 78146 WITH  
HEALTHRIGHT 360 TO PROVIDE COMPREHENSIVE SERVICES  
TO THE ASSEMBLY BILL (AB) 109 POPULATION FOR THE  
COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The County of Los Angeles Probation Department (Probation) is requesting delegated authority to extend contract number 78146 with HealthRight 360 to provide comprehensive services to the Assembly Bill (AB) 109 Population.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Chief Probation Officer or his designee to prepare and execute, modification to contract number 78146 with HealthRight 360 to 1) extend the contract period for twelve (12) months at an estimated amount of \$12,000,000 effective July 1, 2022 through June 30, 2023, and for a subsequent twelve (12) month option period at an estimated amount of \$12,000,000, and to 2) modify the current Statement of Work (SOW) and contract rates, upon approval as to form by County Counsel.
2. Delegate authority to the Chief Probation Officer or his designee to prepare and execute amendments to the contract for any decrease or increase not to exceed fifteen (15%) percent of the cost per service and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contract, upon approval as to form by County Counsel.



3. Delegate authority to the Chief Probation Officer or his designee to terminate, in whole or in part, contract with HealthRight 360, once Probation has completed its solicitation and entered into an agreement for comprehensive services.

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

The purpose of the recommended actions is to authorize the Chief Probation Officer or his designee to modify contract number 78146 with HealthRight 360 to extend the contract period. On October 1, 2019, your Board authorized the Chief Probation Officer to prepare and execute a modification to Contract 78146 with HealthRight 360 to extend the contract period to allow Probation the opportunity to review and explore options and enhancements to the current level of services that are necessary for ex-offenders to stabilize and successfully reintegrate into society. Probation is still undergoing its review and will release a Request for Proposals (RFP) for services as soon as it is finalized.

The proposed modification will also allow Probation to modify the existing SOW and increase contract rates for housing services in order to address emergent and time sensitive needs caused by Covid-19 and recent changes to the California Department of Corrections and Rehabilitation (CDCR) transportation policy.

The proposed modification will avoid an interruption in critical services. The Chief Probation Officer or his designee will have delegated authority to terminate this extension, in whole or in part, at the sole discretion of the County once the solicitation process has been completed and Probation has entered into an agreement for comprehensive services.

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

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3: to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

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

The contract and subsequent extension are fully funded by AB 109. There is no Net County Cost.

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

The current contract expires on June 30, 2022. The term of the contract extension shall be for a twelve (12) month period from July 1, 2022 through June 30, 2023, and an additional twelve (12) month period from July 1, 2023, through June 30, 2024. There is no departmental employee relations impact since this is not a Proposition A contract.

Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract.

The contract contains the Board's required contract provisions, including consideration of qualified County employees targeted for layoffs, GAIN/GROW participants for employment openings, compliance with Jury Services Ordinance and Safely Surrendered Baby Law. The County will not request the Contractor to perform services that exceed the Board approved contract amount, scope of work, or contract term.

### **CONTRACTING PROCESS**

The current contracts expire on June 30, 2022. To provide Probation with the time necessary to complete its solicitation process, the contract modification is being recommended on a sole source basis. The CEO has approved the Sole Source Contract Checklist (Attachment I). In accordance with your Board's contract policy requirements for Sole Source Contracts, Probation notified your Board on February 22, 2022, of its intent to extend the contract with HealthRight 360.

Except as expressly provided in the modification, all other provisions and conditions of the contract will remain the same and in full force and effect. The recommended contract modification will be executed after County Counsel review and approval as to form.

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

Approval of the recommended actions will avoid a break in services and allow Probation to complete its solicitation process.

Respectfully submitted,

ADOLFO GONZALES  
Chief Probation Officer

AG: TH: DS: kk

Enclosure

c: Executive Officer/Clerk of the Board  
County Counsel  
Chief Executive Office

## SOLE SOURCE CHECKLIST

Department Name: Probation

Attachment I

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

07/01/2014

Date Existing Contract First Approved:

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

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date



**ADOLFO GONZALES**

Chief Probation Officer

# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



February 22, 2022

TO: Each Supervisor

FROM: Adolfo Gonzales *Karen L. McKee*  
Chief Probation Officer

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND CONTRACT 78146  
WITH HEALTHRIGHT 360 TO PROVIDE COMPREHENSIVE SERVICES TO  
THE ASSEMBLY BILL (AB) 109 POPULATION**

This is to advise the Board that Probation intends to return to the Board in May 2022 to request approval of Contract 78146 with HealthRight 360 for continued Comprehensive Services to the AB 109 Population. Board Policy No. 5.100 requires written notice of a Department's intent to enter into sole source negotiations for the extension of a Board approved contract at least six (6) months prior to the contract's expiration date. The subject contract expires June 30, 2022, and therefore this notice is not timely.

## **BACKGROUND**

On October 1, 2019, your Board authorized the Chief Probation Officer to prepare and execute a modification to Contract 78146 with HealthRight 360 to extend the contract period to allow Probation the opportunity to review and explore options and enhancements to the current level of services that are necessary for ex-offenders to stabilize and successfully reintegrate into society. Probation is still undergoing its review and will release a Request for Proposals (RFP) for services as soon as it is finalized.

## **JUSTIFICATION**

Contract 78146 will expire on June 30, 2021. As such, an extension is required to provide Probation with sufficient time to complete its review and explore options and enhancements to the current level of services and to subsequently release an RFP for these services. Additionally, the extension of the current contract is imperative to enable Probation to continue providing critical services to the AB 109 Population.

The Chief Probation Officer or his designee will have delegated authority to terminate this extension, in whole or in part, at the sole discretion of the County once the solicitation process has been completed and Probation has entered into a new agreement.

## **CONCLUSION**

Unless otherwise instructed by your Board, Probation will proceed with negotiations of the contract extension with HealthRight 360. Probation will work closely with both County Counsel and the Chief Executive Office during the contracting process.

If you have any questions or require additional information, please contact me or your staff may contact Howard Wong at (562) 334-4221.

AG:TH:ds

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/27/2022							
<b>BOARD MEETING DATE</b>	5/17/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Probation Department							
<b>SUBJECT</b>	Approve a proposed 5-year lease for 16,237 square feet of office space and 88 parking spaces at 5811 South San Pedro Street, Los Angeles, CA 90011							
<b>PROGRAM</b>	Post-Release Supervised Person AB 109							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A							
<b>DEADLINES/ TIME CONSTRAINTS</b>	The existing leases have been on a month-to-month holdover with no holdover fee since June 2017 and January 2021.							
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">           Total cost: \$3,056,000 over 5 year proposed lease term.         </td><td style="width: 50%;">           Funding source: The rental costs will be funded 100 percent under a block grant received from the State of California that funds the State AB 109 program.         </td></tr> <tr> <td colspan="2">TERMS (if applicable): 5-year term.</td></tr> <tr> <td colspan="2">           Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to Probation. Probation has sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent, parking, and utility costs for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed lease will be part of the budget for the Probation.         </td></tr> </table>		Total cost: \$3,056,000 over 5 year proposed lease term.	Funding source: The rental costs will be funded 100 percent under a block grant received from the State of California that funds the State AB 109 program.	TERMS (if applicable): 5-year term.		Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to Probation. Probation has sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent, parking, and utility costs for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed lease will be part of the budget for the Probation.	
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Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to Probation. Probation has sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent, parking, and utility costs for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed lease will be part of the budget for the Probation.								
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and adequately provide the necessary office space for Probation.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The proposed lease will provide Probation the use of approximately 16,237 square feet of office space and 88 parking spaces for the Probation AB 109 office.</p> <p>The Landlord has provided a notice to terminate the lease. After the Landlord provided the notice, the Landlord agreed to enter into a new lease with the County subject to Board approval.</p>							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
<b>DEPARTMENTAL CONTACTS</b>	Michael Navarro CEO Real Estate Division (213) 974-4364 mnavarro@ceo.lacounty.gov							



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT  
Chief Executive Officer

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

May 17, 2022

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:

**FIVE-YEAR LEASE  
PROBATION DEPARTMENT  
5811 SOUTH SAN PEDRO STREET, LOS ANGELES  
(SECOND DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed five-year lease to replace two existing leases to provide the Probation Department (Probation) continued use of 16,237 square feet of office space and 88 parking spaces for the Probation, Post-Release Supervised Persons program.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with 5811, LLC a California limited liability company (Landlord), for approximately 16,237 square feet of office space located at 5811 South San Pedro Street, Los Angeles, CA 90011 and 88 parking spaces (Property), to be occupied by Probation. The estimated maximum first year rental cost is \$448,142 plus parking costs of \$89,760, and utility costs of \$40,918 to be paid through the Internal Services Department (ISD), for a total first year estimated cost of \$578,820. The estimated total lease cost is \$3,056,000 over the five-year term. The rental and related costs will be funded 100 percent under a block grant received from the State of California that funds the State Assembly Bill (AB)109 program.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising early termination rights.

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

Probation's Post Release Supervised Persons program provides orientation, assessment, and supervision of post release persons under AB109. This is a direct service program in conjunction with the Departments of Mental Health, Public Social Services and Public Health. This building is a public office and will be occupied by 75 employees. Probation has occupied the Property since 2012.

There are three Probation leases at this Property. Two of the leases expired on June 30, 2017 and January 31, 2021 respectively, and are on a month-to-month holdover basis with no increase in base rent during the holdover periods. The proposed lease will consolidate the two leases into one lease and add an additional 1,450 square feet of adjacent space.

The third Probation lease of 7,650 square feet at this Property is currently on a month to-month holdover basis with no holdover fee and will be terminated by May 12, 2022. This existing lease is for the Adult Day Reporting Center program funded by Senate Bill 678. This program will be relocating to the Martin Luther King Behavioral Health Center (MLK-BHC) at 12021 Wilmington Avenue, Los Angeles. After this relocation, Probation's space will be reduced from 22,750 square feet to 16,237 square feet.

The Landlord served the County with a 90-day notice to terminate the leases on July 26, 2021, however, thereafter the Landlord agreed to enter into a new lease with the County subject to Board approval. Probation has requested that the lease be renewed with an early termination right so it may continue to provide services at this location until a more suitable space for relocation can be identified, if possible. The proposed lease will provide time for a search of alternative space.

Teleworking was considered for the proposed lease, however during the pandemic, the department realized that teleworking for this program is not optimal. The staff needs to be on-site to access the California Justice Information Services databases, maintain and house confidential files, and meet with probationers. The program functions best with regular face-to-face contact in the office, and field contacts in the community. The office is near public transportation including Metro bus lines.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow Probation to continue to operate at this location.



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

The Countywide Strategic Plan Goal 1 - Make Investments That Transform Lives - provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease is also consistent with the Strategic Asset Management Plan Goal 2 – Strengthen Connection between Service Priorities and Asset Decisions; and Key Objective 4 – Guide Strategic Decision-Making.

The proposed lease supports the above goals and objections by continuing to provide a centrally located facility that provides proper accommodations for office space with adequate space for employees, collaborators, and clients.

The proposed lease conforms with the Asset Management Principles as outlined in Enclosure A.

### **FISCAL IMPACT/FINANCING**

The aggregate cost associated with the proposed lease over the entire term is \$3,056,000 as shown on Enclosure B-1. The rental and related costs will be funded 100 percent under a block grant received from the State of California that funds the AB 109 program.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to Probation. Probation has sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent, parking, and utility costs for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed lease will be part of the budget for Probation.

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

In addition to the terms previously stated, the proposed lease also contains the following provisions:

- Upon commencement of the proposed lease, the annual rental rate will increase from \$25.59 to \$27.60 per square foot, per year. However, once the Adult Day Reporting Center program is relocated to the County-owned MLK-BHC, the total base rent that Probation will pay to this landlord will decrease from \$582,264 to \$448,142 per annum. Base rent is subject to annual increases based on the Consumer Price Index (CPI) and capped at 3 percent per annum.
- The Landlord is responsible for the operating and maintenance cost of the building, and the County is responsible for electrical costs.

- The current annual parking rate will increase from \$75 per parking space to \$85 per parking space and will remain at this rate for the entire term of the proposed lease. The proposed lease includes 88 parking spaces, with 48 on-site parking spaces and 40 off-site parking spaces at 221 East 58<sup>th</sup> Street, Los Angeles. The 88 parking spaces will cost \$89,760 per annum.
- The estimated \$40,918 annual cost of electricity is subject to change in utility rate, usage, and ISD overhead cost.
- A comparison of the existing lease and the proposed lease terms are shown on Enclosure B-2.
- A five-year term with no options to extend the term.
- The County has the right to terminate the lease at any time at or after 36 months following the Commencement Date with 90 days' prior written notice to the Landlord. There is no termination fee associated with the right to terminate.
- Holdover at the proposed lease expiration is permitted on the same terms and conditions for the first six months, thereafter, the base rent shall increase by 25 percent. Rent during the holdover period will still be subject to annual CPI increases capped at 3 percent. The holdover tenancy is terminable only upon 90 days' prior written notice from Landlord, or 30 days' written notice from the County.
- The proposed lease will be effective upon the first day of the calendar month following approval of this lease by the Board and full execution of the proposed lease.

The Chief Executive Office (CEO) conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual base rental range for a comparable lease in the area is between \$27.86 and \$31.80 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year, for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed facility as the most suitable to meet the County's space requirements.

There are no co-working office space companies within this program's service area to accommodate the required space needs. Co-working facilities are typically for general office use, with shared common areas, and such use is not compatible with housing Probation due to necessary released probationer visitations.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Los Angeles has been sent in accordance with Government Code section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the County government.

The proposed lease will continue to provide an appropriate location for the program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

#### **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

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

The proposed lease will adequately provide the necessary office space and parking for this County requirement. Probation concurs with the proposed lease and recommendations.

The Honorable Board of Supervisors  
May 17, 2022  
Page 6

## **CONCLUSION**

It is requested that the Executive Office of the Board of Supervisors, return one certified copy of the Minute Order and an adopted stamped copy of this Board letter to the CEO, Real Estate Division at 320 West Temple Street, 7<sup>th</sup> Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:MN:CB:MT:gw

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Probation

**PROBATION DEPARTMENT**  
**5811 SOUTH SAN PEDRO STREET, LOS ANGELES**  
**Asset Management Principles Compliance Form<sup>1</sup>**

1.	<b><u>Occupancy</u></b>		Yes	No	N/A
	A	Does lease consolidate administrative functions?			X
	B	Does lease co-locate with other functions to better serve clients?	X		
	C	Does this lease centralize business support functions?			X
	D	Does this lease meet the guideline of 200 sq. ft. of space per person? <sup>2</sup> <b>No, due to lobby and conference room, the ratio is approximately 216.49 SF per person based on 75 people.</b>		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> <b>No, the parking ratio exceeds guidelines at 5.42/1,000 sq. ft. The lease includes 88 parking spaces and exceeds the guideline due to the need to include parking for 9 county cars.</b>		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	X		
2.	<b><u>Capital</u></b>				
	A	Is it a substantial net County cost (NCC) program? <b>The rental costs will be funded 100 percent under a block grant received from the State of California that funds the AB109 program.</b>		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
3.	<b><u>Portfolio Management</u></b>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located with other County departments?			X
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease? <b>This is a modified gross lease whereby the County is responsible for electricity.</b>		X	
	F	Has growth projection been considered in space request?	X		
	G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	X		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98					

**COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASES  
PROBATION DEPARTMENT**

	<b>Existing Leases: 5811 South San Pedro Street, Los Angeles</b>	<b>Proposed Lease 5811 South San Pedro Street, Los Angeles</b>	<b>Change</b>
Area (Square Feet)	22,750 SF <sup>(1)</sup>	16,237 SF <sup>(2)</sup>	-6,513
Term (years)	5 years	5 years	None
Annual Base Rent <sup>(3)</sup>	\$582,264 <sup>(4)</sup> \$25.59 RSF annually	\$448,142 \$27.60 RSF annually	-134,122 +2.01 RSF annually
Annual Parking Cost	\$72,900 <sup>(5)</sup>	\$89,760 <sup>(6)</sup>	+16,860
Utilities Paid Through ISD	\$56,581	\$40,918	-15,663
Rental Rate Annual Adjustment	None	Annual CPI adjustments capped at 3 percent.	3 percent

- <sup>(1)</sup> Probation currently leases three separate spaces containing approximately 12,000, 7,650, and 3,100 square feet respectively for a total of 22,750 square feet. Space will be reduced by a portion that is relocating to MLK-BHC.
- <sup>(2)</sup> Probation proposes to continue leasing 12,000 square feet, as well as 2,787 square feet (a portion of the current 3,100). An additional 1,450 square feet of adjacent space will also be included in the proposed lease. All will be consolidated into one new lease.
- <sup>(3)</sup> The propose lease is a modified gross lease whereby the Landlord is paying operating and maintenance costs related to the Property. The County is responsible for electrical costs subject to annual rate increases.
- <sup>(4)</sup> Annual Base Rent for Lease #77988 is \$24,000 per month; for Lease #76650 is \$18,942 per month; and for Lease #77751 is \$5,580 per year month.
- <sup>(5)</sup> Annual Parking Cost for Lease #77988 is \$75 per space per month for 81 total spaces, for Lease #76650 is at no cost for 23 parking spaces and for Lease #77751 is at no cost for 16 parking spaces. The total number of existing parking spaces is 120.
- <sup>(6)</sup> Annual Parking Cost is \$85 per space per month for the proposed 88 total parking spaces. The parking cost increased by \$10 per space per month and the number of County paid parking spaces increased by 7. The total number of parking spaces will be reduced from 120 to 88 spaces due to the reduction of square footage.

## OVERVIEW OF THE PROPOSED BUDGETED LEASE AND RELATED COSTS

**Probation Department  
5811 San Pedro Street, Los Angeles**

### Basic Lease Assumptions

Leased Area (sq.ft.)	16,237	
Term (months)	60	
Annual Rent Adjustment	3.00%	
Base Rent	Cost Per RSF Per Month	Cost Per RSF Per Year
	\$2.30	\$27.60
Parking (88 Parking Spaces)	Cost Per Space Per Month	Cost Per Space Per Year
	\$85	\$1,020

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	Total 5 Year Rental Costs
<b>Annual Base Rent Costs <sup>1</sup></b>	448,142	461,586	475,433	489,696	504,387	<b>2,380,000</b>
<b>Parking <sup>2</sup></b>	89,760	89,760	89,760	89,760	89,760	<b>449,000</b>
<b>Total Paid to Landlord</b>	537,902	551,346	565,193	579,456	594,147	<b>2,829,000</b>
<b>Utilities Paid through ISD <sup>3</sup></b>	40,918	42,964	45,112	47,367	49,736	<b>227,000</b>
<b>Total Annual Lease Costs</b>	<b>578,820</b>	<b>594,310</b>	<b>610,305</b>	<b>626,823</b>	<b>643,883</b>	<b>3,056,000</b>

### Footnotes

<sup>1</sup> Base rent includes CPI increases capped at 3 percent.

<sup>2</sup> Parking cost includes a monthly fee of \$85 per parking space.

<sup>3</sup> Utility costs include a monthly fee of \$.21 per square foot with 5 percent increases per annum.

\*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.

**PROBATION DEPARTMENT  
SPACE SEARCH – 5 MILE RADIUS FROM 5811 SOUTH SAN PEDRO STREET, LOS  
ANGELES**

Property ID	Name	Address	Ownership Type	Property Use	Gross Sq Ft	Vacant
A643	South L.A. County Administration Building	8300 S. Vermont Ave. Los Angeles, CA 90044	Leased	Multiple Use Building – Office	210,000	None
Y150	Exposition Park Building & Parking Structure	1011 W Browning Blvd Los Angeles 90037, 3965 S Vermont Ave Los Angeles 90037	Owned	Multiple Use Building – Office	66,484	None
C740	DPSS – Florence AP District Office	1740 E Gage Ave. Los Angeles 90001	Owned	Multiple Use Building – Office	60,000	None
C741	DPSS – Food Stamps/Fiscal Services Office	6367 S Holmes Ave. Los Angeles 90001	Owned	Multiple Use Building – Office	5,220	None
Y264	Probation – Kenyon Justice Center Office	7672 S Central Ave. Los Angeles 90001	Owned	Multiple Use Building – Office	4,505	None



## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Five-year lease for Probation – 5811 South San Pedro Street, Los Angeles, – Second District.

**A. Establish Service Function Category** – Probation Department, Post-Release Supervised Persons AB109.

**B. Determination of the Service Area** – The existing office space has been occupied since 2012. The proposed term will provide Probation with continued use of 16,237 square feet of office space, and 88 parking spaces.

### C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the needs of Probation and remains in an appropriate area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., by various public transportation routes, including Metro bus lines.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative buildings available to meet the Department's needs.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The estimated aggregate cost associated with the proposed lease over the entire term is \$3,056,000.

**D. Analyze results and identify location alternatives**

The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual base rental range for a comparable lease in the area is between \$27.86 and \$31.80 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year, for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed facility as the most suitable to meet the County's space requirements.

**E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria**

The proposed lease will provide adequate and efficient office space for Probation employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available buildings in the area that meet the Department's requirements.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant**

**5811, LLC - Landlord**

**236 EAST 58TH STREET**

**AKA: 5811 SAN PEDRO STREET**

**LOS ANGELES, CALIFORNIA**

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**EXHIBITS**

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 between 5811, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

**1.1 Terms**

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notices:	5811, LLC 333 South Central Avenue, 2nd Floor Los Angeles, California 90013 Email: steve.lee@steleeind.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate  With a copy to:  County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 16,237 rentable square feet in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 5811 San Pedro Street, Los Angeles, California, which is currently assessed by the County Assessor as APN 5101-021-001 (collectively, the "Property");
(e) Term:	Five years, commencing upon the first day of the first calendar month following approval of

	<p>this Lease by the Board of Supervisors and full execution of the Lease by both parties (the "Commencement Date"), and terminating at midnight on the day before the fifth annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term, if any, for which an option has been validly exercised.</p>
(f) Estimated Commencement Date:	June 1, 2022
(g) Irrevocable Offer Expiration Date: (see Section 33)	June 1, 2022
(h) Base Rent:	<p>\$2.30 per rentable square foot per month</p> <p>\$37,345.10 per month</p> <p>\$448,141.20 per year</p>
(i) Parking Rent:	<p>\$7,480 per month (which is based upon a rental rate of \$85.00 per parking space and 88 parking spaces)</p> <p>\$89,760 per year</p>
(j) Early Termination (see Section 4.4)	Ninety (90) days' notice on or after the 36th month of the lease
(k) Rentable Square Feet in the Premises:	16,237 rentable square feet
(l) Initial Departmental Use:	Probation Post Release Supervised Persons, subject to Section 6.
(m) Parking Spaces:	88 exclusive reserved spaces, 48 in the adjacent parking lot and 40 across the street at 221 East 58 <sup>th</sup> Street, Los Angeles
(n) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays



(o) Asbestos Report:	Not Applicable
(p) Seismic Report	A report dated April 9, 2008 prepared by the Department of Public Works.
(q) Disabled Access Survey	Not Applicable
1.2 <u>Exhibits to Lease</u>	<p>Exhibit A - Floor Plan of Premises</p> <p>Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms</p> <p>Exhibit C - HVAC Standards</p> <p>Exhibit D - Cleaning and Maintenance Schedule</p> <p>Exhibit E - Subordination, Non-Disturbance and Attornment Agreement</p> <p>Exhibit F - Tenant Estoppel Certificate</p> <p>Exhibit G - Community Business Enterprises Form</p> <p>Exhibit H - Memorandum of Lease</p>

## **2. PREMISES**

### **2.1 Lease of Premises**

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

### **2.2 Measurement of Premises**

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement.

## **3. COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

## **4. COMMENCEMENT AND EXPIRATION DATES**

### **4.1 Term**

The term of this Lease shall be for a period of five years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending sixty months thereafter.

### **4.2 Early Termination**

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than ninety (90) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

### **4.3 Lease Expiration Notice**

No later than one hundred eighty (180) days, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

## 5. RENT

### 5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

### 5.2. Base Rent Adjustments

(a) CPI. From and after the 1<sup>st</sup> anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.

(b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

(c) Illustration of Formula. The formula for determining the new rent shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \text{Base Rent at the Commencement Date} = \text{Adjusted Base Rent}$$

(d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than three percent (3%) per year of the Base Rent payable in the month preceding the applicable adjustment. In no event shall the Base Rent be adjusted by the CPI Formula to result in a lower monthly Base Rent than was payable during the previous year of the Lease.

**6. USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

**7. HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease for the first six months, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. Thereafter, the Base Rent shall increase to 125% of the last monthly Base Rent payable under this Lease.

**8. COMPLIANCE WITH LAW**

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

**9. DAMAGE OR DESTRUCTION**

**9.1 Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Notwithstanding any language in this Section 9.1, Tenant shall be responsible for the cost of repairing any area

of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors per Section 10.3.

## 9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

## 9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

## 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

# 10. REPAIRS AND MAINTENANCE

## 10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

- i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
  - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
  - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
- (c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:  
*[Check the appropriate box]*

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject

premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☒ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

## 10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
  - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, and concealed electrical systems;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas; and
  - iv. exterior windows of the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's

repair obligations include, without limitation, repairs to, or replacements of:

- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);

- ii. interior partitions;

- iii. doors, door frames and hardware;

- iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);

- v. signage;

- vi. emergency exit signage and battery replacement;

- vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and

- viii. Light fixtures, bulbs, tubes and ballasts.

(c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

### 10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.2(g) hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

(a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;

(b) be at least equal in quality, value and utility to the original work or installation; and

(c) be in accordance with all applicable laws.

### 10.4 Tenant's Right to Repair

(a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such



notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5000 (provided that such request shall not exceed a total of \$1,000 per year), as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to Tenant Improvements, as defined in Section 24.

## **11. SERVICES AND UTILITIES**

### **11.1 Services**

- (a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

- (b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and

electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(d) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(e) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(f) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, , gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

Tenant agrees to pay for electricity separately from this Lease, at Tenant's sole cost. Tenant is responsible for all costs of electricity during tenancy.

## **12. TAXES**

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof with the exception of unsecured property taxes.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

## **13. LANDLORD ACCESS**

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose or for performing any required maintenance or repair work. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

## **14. TENANT DEFAULT**

### **14.1 Default**

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

### **14.2 Termination**

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

#### 14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

### 15. LANDLORD DEFAULT

#### 15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

#### 15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

#### 15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

## **16. ASSIGNMENT AND SUBLETTING**

### **16.1 Assignment and Subletting**

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

### **16.2 Sale**

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
  - i. Name and address of new owner or other party to whom Base Rent should be paid
  - ii. Federal tax ID number for new owner
  - iii. Name of contact person and contact information (including phone number) for new owner
  - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

## **17. ALTERATIONS AND ADDITIONS**

### **17.1 Landlord Consent**

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (provided that Tenant immediately provides notice of Tenant's intention to make such Alteration to the Landlord prior to making such Alteration):

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

### **17.2 End of Term**

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

## **18. CONDEMNATION**

### **18.1 Controlling Terms**

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

### **18.2 Total Taking**

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

### **18.3 Partial Taking**

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to

terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

#### 18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

#### 18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

#### 18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

### 19. INDEMNIFICATION

#### 19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair,



maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

20. **INSURANCE:** During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. 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 Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease 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 Landlord identified in this Lease. 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 twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.

- iv. Neither the Tenant's failure to obtain, nor the Tenant'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 Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant 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 Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

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

(i) Claims Made Coverage

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

Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(j) Application of Excess Liability Coverage

Landlord 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.

(k) 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.

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

- i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord 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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements: During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

(b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

## **21. PARKING**

### **21.1 Tenant's Rights**

Tenant shall have the right to the number of exclusive reserved parking spaces set forth in Section 1.1, at the charge of eighty-five dollars per space, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

### **21.2 Remedies**

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall not be less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

## **22. ENVIRONMENTAL MATTERS**

### **22.1 Hazardous Materials**

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

### **22.2 Landlord Indemnity**

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

**23. ESTOPPEL CERTIFICATES**

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

**24. TENANT IMPROVEMENTS**

The Landlord, at its sole cost and expense, shall make the required fire and life safety code upgrades described in the "Fire / Life Safety Assessment, 5811 San Pedro St., Los Angeles, CA" report dated October 29, 2021 prepared by Public Works Los Angeles County and La Canada Design Group. Additionally, upon Tenants request, Landlord shall install a new door at Landlord's sole cost and expense, into the adjacent space, known as the former Sheriff's space, and provide improvements, if necessary, to separate the Tenant space from any proposed third party space. Such improvements should include construction of a demising wall, new door access, and HVAC into the Tenant space. Landlord shall coordinate any improvements with Tenant so Tenant's business is not interrupted.

**25. LIENS**

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

**26. SUBORDINATION AND MORTGAGES**

**26.1 Subordination and Non-Disturbance**

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

**26.2 Existing Deeds of Trust**

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

**26.3 Notice of Default**

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees

to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

**27. SURRENDER OF POSSESSION**

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

**28. SIGNAGE**

Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

**29. QUIET ENJOYMENT**

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

**30. GENERAL**

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to



the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.



### 30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

### 30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

### 30.13 Counterparts; Electronic Signatures

This Lease and any other document necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

## 31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent

contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

## **32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

### **32.1 Consideration of GAIN Program Participants**

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

### **32.2 Solicitation of Consideration**

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

### 32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic

information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

#### 32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are

apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

**32.5 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL.**

- (a) At Landlord's sole cost, Landlord shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Landlord and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Landlord Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Lease, and/or (3) coming into contact with the public while performing services under this Lease (collectively, "In-Person Services").
- (b) Landlord Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- (c) Prior to assigning Landlord Personnel to perform In-Person Services, Landlord shall obtain proof that such Landlord Personnel have been fully vaccinated by confirming Landlord Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Landlord who follow the CDPH vaccination records guidelines and standards. Landlord shall also provide written notice to County before the start of work under this Lease that its Landlord Personnel are in compliance with the requirements of this section. Landlord shall retain such proof of vaccination for the document retention period set forth in this Lease, and must provide such records to the County for audit purposes, when required by County.
- (d) Landlord shall evaluate any medical or sincerely held religious exemption request of its Landlord Personnel, as required by law. If Landlord has determined that Landlord Personnel is exempt pursuant to a medical or sincerely held religious reason, the Landlord must also maintain records of the Landlord Personnel's testing results. The Landlord must provide such records to the County for audit purposes, when required by County.

The unvaccinated exempt Landlord Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Lease, and/or (3) coming into contact with the public while performing services under this Lease:

- (i) Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - (ii) Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - (iii) Engage in proper physical distancing, as determined by the applicable County department that the Lease is with.
- (e) In addition to complying with the requirements of this section, Landlord shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19."

### **33. IRREVOCABLE OFFER**

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

5811, LLC, a California limited liability company,

By: 

Steve Lee  
Managing Member

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

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


John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

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

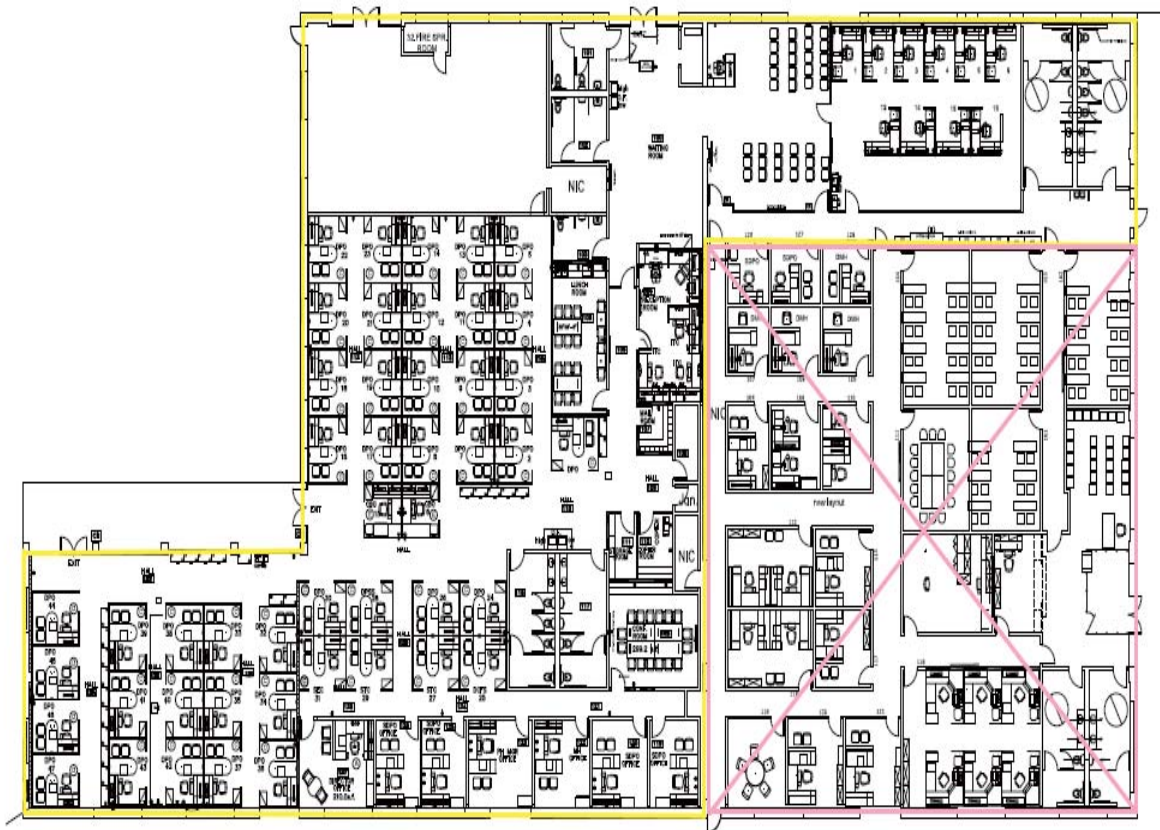
APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By:   
Deputy



## EXHIBIT A

### FLOOR PLAN OF PREMISES





## EXHIBIT B

### COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and 5811, LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 5811 San Pedro Street, Los Angeles, California ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) The Lease commenced on \_\_\_\_\_ ("Commencement Date");  
and
- 2) The Premises contain \_\_\_\_\_ rentable square feet of space.

For clarification and the purpose of calculating future rental rate adjustments:

- 1) Base Rent per month is \_\_\_\_\_.
- 2) The Base Index month is \_\_\_\_\_.
- 3) The Base Index is \_\_\_\_\_.
- 4) The first New Index month is \_\_\_\_\_.

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

By:

Name \_\_\_\_\_  
Its \_\_\_\_\_

Landlord:

5811, LLC, a California limited liability  
company

By:

\_\_\_\_\_  
Steve Lee  
Managing Member

## **EXHIBIT C**

### **HEATING, VENTILATION AND AIR CONDITIONING**

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

## EXHIBIT D

### CLEANING AND MAINTENANCE SCHEDULE

#### A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.
14. Exclusive day porter service from \_\_\_\_ a.m. to \_\_\_\_ p.m. [*Fill in if applicable. If not applicable, delete.*]

#### B. WEEKLY

15. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
16. Window sills, ledges and wood paneling and molding dusted.

#### C. MONTHLY

17. Floors washed and waxed in uncarpeted office area.
18. High-reach areas, door frames and tops of partitions dusted.
19. Upholstered furniture vacuumed, plastic and leather furniture wiped

- 20. Picture moldings and frames dusted.
- 21. Wall vents and ceiling vents vacuumed.
- 22. Carpet professionally spot cleaned as required to remove stains.
- 23. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

- 24. Light fixtures cleaned and dusted, but not less frequently than quarterly.
- 25. Wood furniture polished.
- 26. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
- 27. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

- 28. Windows washed as required inside and outside but not less frequently than twice annually.
- 29. All painted wall and door surfaces washed and stains removed.
- 30. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

- 31. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
- 32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
- 33. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

- 34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- 35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
- i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
  - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
  - iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street  
7th Floor  
Los Angeles, California 90012

)  
)  
)  
)  
)  
)  
)

Space above for Recorder's Use

---

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated \_\_\_\_\_ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

## Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or



(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Tenant: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER: *[Insert name of Landlord]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER: *[Insert name of Lender],*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

## EXHIBIT F

### TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Re:    Date of Certificate: \_\_\_\_\_  
      Lease Dated: \_\_\_\_\_  
      Current Landlord: \_\_\_\_\_  
      Located at: \_\_\_\_\_  
      Premises: \_\_\_\_\_  
      Commencement Date of Term: \_\_\_\_\_  
      Expiration Date: \_\_\_\_\_  
      Current Rent: \_\_\_\_\_

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1.     Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2.     (a)    A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

      (b)    The current Rent is set forth above.

      (c)    The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

      (d)    Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

      (e)    Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3.     (a)    The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: \_\_\_\_\_.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT G

## COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

<b>I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)</b>						
1. Firm Name: _____			3. Contact Person/Telephone Number: _____			
2. Address: _____						
			4. Total number of employees in the firm: _____			
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

<b>II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM</b>			
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____			

<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>		
2. Total Number of Ownership/Partners, Etc.: _____	Is your firm currently certified as a minority owned business firm by the:	
3. Provide the percentage of ownership in each	All Employee	Women
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		

<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>	
<input type="checkbox"/> We do not wish to provide the information required in this form.	
Firm Name: _____	
Signature/Title: _____	
Date: _____	

**EXHIBIT H**

**MEMORANDUM OF LEASE**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

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**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated \_\_\_\_\_, 20\_\_ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on \_\_\_\_\_, 20\_\_, and ending on a date \_\_\_\_\_ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_.

LANDLORD:

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

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

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me,

\_\_\_\_\_ Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

# Report to Public Safety Cluster

**Presented By:**  
**Wendelyn Julien, Executive Director**  
**May 4, 2022**

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

## Girls' Decarceration

- In line with the POC's strategic goal to maintain the low population of incarcerated youth, the POC continues to work on implementation of the Board motion to decarcerate girls in Los Angeles County. The POC meets regularly with the Public Defender's Office to report on implementation of the Transition and the Executive Director serves as a member of the facilitation team for the Gender Responsiveness team of the Youth Justice Work Group.

## Facility Inspections

- Led by Project Director, Dr. Erica Reynoso, POC has kicked off its 2022 facility inspections with pre inspections at Central Juvenile Hall and Campus Kilpatrick.
- Staff and commissioners met with the BSCC liaison to refine the report template and develop a plan for the 2022 inspections.
- The POC will release inspection to the Board and the public as they are completed this year along with Probation's written response to each inspection.

## Community Engagement

- The POC continues to meet monthly with Los Angeles Youth Uprising (LAYUP) and with many other stakeholder groups and individuals to discuss reform priorities.
- The distribution list for the POC now includes over 12,000 people, more than double last month's report.
- POC's new Community Information Officer is Ismael Chinchilla, who has hit the ground running with social media and communications for the POC.

## Citation Diversion Program

- The POC is proud of its role in bringing an end to the Citation Diversion Program with the action of the courts to end the program officially in April 2022.
- The Probation Department and division of Youth Diversion and Development (YDD) have reported multiple times to the POC as they work to transfer the responsibility for handling juvenile citations to YDD, dismiss pending citations, cease suspension of driver's licenses, clear all existing driver's license holds, and encourage "counsel and release" by officers on citations.

## Adult Services

- The POC took steps to begin more robust oversight over Probation's adult services during its April meeting with a presentation on AB109 and Special Enforcement Operations.
- In upcoming meetings, the POC will address issues including Electronic Monitoring, policies for taser use, and evaluation of services provided through AB109.

## Recent Meetings:

### February 10, 2022

- Updates to Annual Facility Inspection Process
- Update on OC Spray and the L.A. Model, which included an invitation to AFSCME Local 685
- Girls' Decarceration Update from the Public Defenders' Office on Transition MDTs

### March 10, 2022

- Citation Diversion Program Update
- 2022-23 Budget Report

### March 14, 2022 Special Meeting

- State of Education in Juvenile Halls and Camps

### April 14, 2022

- Report on Temporary Closure of Central Juvenile Hall
- AB109 and Special Enforcement Operations

### April 27, 2022 Special Meeting

- 2022-23 Budget Presentation

## Upcoming Meetings:

### May 5, 2022 Special Meeting

- Update on Central Juvenile Hall BSCC Compliance and Plans to Return Youth
- Update on Movement of Secure Track Youth to Campus Kilpatrick

### May 12, 2022

- Report on Programs and Services for Secure Track Youth
- Report on Central Juvenile Hall Pre-inspection