



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: July 17, 2024

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Steven Edwards, 3rd Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors’ March 19, 2024 order.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment.
The meeting chair will determine the amount of time allowed for each item.
THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

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

- A.** Board Letter:
APPROVAL OF THE HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND CONTRACTED CITIES
Speaker(s): Jason Lee (Sheriff’s)

- B.** Board Letter:
ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE FISCAL YEAR 2024-25 ALCOHOL POLICING PARTNERSHIP PROGRAM
Speaker(s): Lisa Dye, Bonnie Chow, Matthew Coppes and Roxanna Chavez-Mendez (Sheriff's)
- C.** Board Letter:
APPROVAL OF A LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA TOYOTA DEALERS ADVERTISING ASSOCIATION
Speaker(s): Robert Harris, Fernando Boiteux and Carlos Santiago (Fire)

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
APPROVAL MODEL MASTER AGREEMENT FOR AIRPLANE MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
Speaker(s): Blanca Arevalo, Brannon Terrell, and Alex Madera (Sheriff's)
- B.** Board Letter:
APPROVAL OF A SOLE SOURCE CONTRACT WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION TO PROVIDE COMPREHENSIVE EDUCATION ADVOCACY AND SUPPORT SERVICES
Speaker(s): Robert Smythe and Marybeth Walker (Probation)
- C.** Board Briefing:
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING
Speaker(s): Sharmaine Moseley (COC)
- D.** Board Briefing:
OFFICE OF INSPECTOR GENERAL (OIG) MONTHLY BRIEFING
Speaker(s): Dara Williams (OIG)

4. PUBLIC COMMENTS

5. ADJOURNMENT

CLOSED SESSION ITEM(S):

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

Xavier Vivian-Jones vs. County of Los Angeles, et al.
Los Angeles Superior Court Case No. 21STCV11801

Department: Sheriff's

6. UPCOMING ITEM(S) FOR JULY 24, 2024:

- A.** Board Letter:
APPROVAL OF AMENDMENT NUMBER ONE TO SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM
Speaker(s): Mina Cho, Rudy Sanchez and Erick Martinez (Sheriff's)
- B.** Board Letter:
APPROVE CONTRACT WITH SENTINEL OFFENDER SERVICES, LLC TO PROVIDE LOS ANGELES COUNTY OFFENDER MONITORING SERVICES
Speaker(s): Alex Madera and Paxton Reinecker (Sheriff's)
- C.** Board Letter:
ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE TRAFFIC RECORDS IMPROVEMENT PROJECT PROGRAM FISCAL YEAR 2023-34
Speaker(s): Lisa Dye, Bonnie Chow and Michael Politano (Sheriff's)
- D.** Board Letter:
APPROVE SOLE SOURCE AMENDMENTS TO AGREEMENTS WITH KEEFE COMMISSARY NETWORK, LLC FOR INMATE COMMISSARY SERVICES AND FIRST CLASS VENDING, INCORPORATED FOR INMATE VENDING MACHINESERVICES
Speaker(s): Alan Liu, Danny Walls and Alex Madera (Sheriff's)
- E.** Board Letter:
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, LABOR COMMISSIONER'S OFFICE FOR THE WORKERS' RIGHTS ENFORCEMENT GRANT PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT FOR THE GRANT PERFORMANCE PERIOD BEGINNING AUGUST 2, 2024, AND ENDING JULY 31, 2025
Speaker(s): Ryann Gerber Jorban, and Anh Vo (DA)
- F.** Board Letter:
FEDERAL EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION REPORT FOR FISCAL YEAR 2023-24
Speaker(s): Jessie L. McGrath and Lidia Youssef (DA)
- G.** Board Letter:
REQUEST TO AUTHORIZE THE ACQUISITION OF ONE QUADRUPOLE TIME-OF-FLIGHT INSTRUMENT
Speaker(s): Dr. Nichelle Shaw and Diane Park (ME)
- H.** Board Letter:
TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION PARAMOUNT FACILITY IMPROVEMENTS PROJECT
Speaker(s): Tom DeSantis (ISD)

- I.** Board Letter:
DELEGATE AUTHORITY TO THE DISTRICT ATTORNEY AND CHIEF PROBATION OFFICER TO EXECUTE SUBAWARD SERVICES AGREEMENT WITH THE CITY OF LOS ANGELES FOR REIMBURSEMENT FOR COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM PARTICIPATION
Speaker(s): Michael Enomoto (DA) and Frank Adams (Probation)

- J.** Board Briefing:
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR GENERAL (OIG) PROBATION MONTHLY BRIEFING
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

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

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	7/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff	
SUBJECT	Seeking approval of the attached Agreement for continued provision of services by the Sheriff's Department	
PROGRAM	Helicopter Law Enforcement Services Agreement By and Between the County and Contracted Cities	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Agreement expires June 30, 2024	
COST & FUNDING	Total cost: \$450,000.00	Funding source: It's a revenue offset program; rates are developed by the Auditor Controller each fiscal year.
	TERMS (if applicable): Upon execution by the Sheriff, through June 30, 2029	
	Explanation: The prevailing billing rate recovers costs associated with the provision of the services according to California Government code 51350 and policies and procedures adopted by the Board	
PURPOSE OF REQUEST	<ul style="list-style-type: none"> Approve the attached boilerplate Agreement for the provision of Services in the County to local contracted cities for the period commencing upon the execution by the Sheriff, through June 30, 2029. Delegate authority to the Sheriff, or his designee, to execute Agreements, substantially similar to the attached Agreement, with various local contracted cities in the County, requesting such Services, commencing upon execution by the Sheriff or his designee, through June 30, 2029. Delegate authority to the Sheriff, or his designee, as an agent for the County to publish the annual billing rates and execute amendments and/or supplemental agreements as set forth in Section 8.0 (Amendments) of the Agreement. 	
BACKGROUND (include internal/external issues that may exist including any related motions)	This is a renewal of an existing program. It allows independent cities within the county to have access to routine Law Enforcement helicopter services. Typically, these services involve providing air support to the contracting city police departments' ground units involved in non-emergent, non-life threatening, and non-mutual aid activities.	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: North Star 2; Foster vibrant and resilient communities, Focus Area Goal C, Public Safety; additionally, North Star 3; Realize tomorrow's government today, Focus Area Goal G, Internal Controls and Processes.
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: 1. Child Protection: Approval of this Agreement will allow contracting cities to utilize air support in the case of missing children. 2. Health Integration: Our aero units are equipped with tracking technology from Project LifeSaver, which helps families locate loved ones living with Alzheimer's, dementia, or autism.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jason Lee, Sergeant, 213-229-1647, jrlee@lasd.org

July 23, 2024

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 THE HELICOPTER LAW ENFORCEMENT SERVICES
AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES
AND CONTRACTED CITIES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a new Helicopter Law Enforcement Services (Services) Agreement (Agreement) with local contracted cities for the provision of Services by the Department through June 30, 2029.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Agreement for the provision of Services in the County to local contracted cities for the period commencing upon execution by the Sheriff, through June 30, 2029.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements, substantially similar to the attached Agreement, with various local contracted cities in the County, requesting such Services, commencing upon execution by the Sheriff or his designee, through June 30, 2029.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County to publish the annual billing rates and execute amendments and/or supplemental agreements as set forth in Section 8.0 (Amendments) of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreements is to provide various local cities with Services in the County commencing upon execution by the Sheriff, through June 30, 2029. The current agreement expires on June 30, 2024. Approval of this new Agreement will permit the Department to continue to provide Services to each of the local cities which have requested, or will request, such Services.

Services encompass duties and functions within the jurisdiction of, and customarily rendered by, the Department under the County Charter and the statutes of the State of California. Services typically involve the provision of air support to the contracting city Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, North Star 2: Foster vibrant and resilient communities, Focus Area Goal C, Public safety; additionally, North Star 3: Realize tomorrow's government today, Focus Area Goal G, Internal Controls and Processes.

FISCAL IMPACT/FINANCING

The estimated total cumulative cost for Services in FY 2024-25 is \$450,000. Contracted cities shall pay the Department for Services in accordance with the appropriate and prevailing billing rates as determined by the Auditor Controller each fiscal year. Contracted cities are aware that the rates are revised at the beginning of every fiscal year as determined by the Auditor Controller. The hourly rates are developed by the Auditor Controller, pursuant to the requirements of California Government Code Section 51350 and the policies and procedures adopted by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements are authorized by Section 56 ½ and/or Section 56 ¾ of the County Charter and/or California Government Code Section 51301. The Agreements allow for the provision of Services by the Department upon execution by the Sheriff, through June 30, 2029. The Agreements may be terminated by either party with 60 calendar

The Honorable Board of Supervisors
July 23, 2024
Page 3

days advance written notice. The Agreements provide for the mutual indemnification of the parties.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. There is no anticipated impact on current law enforcement services.

CONCLUSION

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

Sincerely,

ROBERT G. LUNA
SHERIFF

DRAFT

**HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
 BY AND BETWEEN
 COUNTY OF LOS ANGELES
 AND
 [CONTRACTING CITY]**

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**HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTING CITY]**

This Helicopter Law Enforcement Services Agreement ("Agreement") is entered into this _____ day of _____, 2024, by and between the County of Los Angeles ("County") and the [CONTRACTING CITY] ("City")

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, this Agreement is authorized by Sections 56 ½ and 56 ¾ of the County Charter and California Government Code section 51301.

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

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.
- 1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the [contracting city] Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for

deployment when requested by the City to perform the services herein. The Sheriff's Department may cancel the provision of services at any time whatsoever if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

- 1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the [contracting city] Police Department's ground units via the [contracting city] Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.
- 1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.3 With regard to Paragraphs 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City 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 City employees shall become employees of the County.
- 2.5 The City 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 City. Except as herein otherwise specified, the City 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.
- 2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

- 3.1 The City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 The County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or

connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence July 1, 2024, or upon execution by the Sheriff of the County, whichever is later, and shall terminate June 30, 2029, unless sooner terminated or extended in whole or in part as provided for herein.
- 4.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

5.0 RIGHT OF TERMINATION

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

6.0 BILLING RATES

- 6.1 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement.
- 6.2 The hourly billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement shall be readjusted annually by the County Auditor-Controller effective July 1 of each year, published by the County,

and attached as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and practices adopted by the County Board of Supervisors.

- 6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.
- 6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Attachment B (Los Angeles County Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)) of this Agreement. Final determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Department Aero Bureau.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 7.2 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. For all disputed amounts, the Cities 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.

- 7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 7.4 Notwithstanding the provisions of California Government Code Section 907, 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, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

8.0 AMENDMENTS

- 8.1 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 City.
- 8.2 Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any amendments and/or supplemental agreements.
- 8.3 In accordance with Paragraph 6.2 above, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet). The revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- 9.1 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.

10.0 AUTHORIZATION WARRANTY

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

10.2 The County represents and warrants that the person executing this Agreement 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 Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

11.1 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.

12.0 NOTICES

12.1 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.

12.2 Notices to the County shall be addressed as follows:

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

12.3 Notices to the City shall be addressed as follows:

City of [contracting city]
Attn: Chief of Police
Address
XXXXX, California 12345

City of [contracting city]
Attn: City Manager
Address
XXXXX, California 12345

13.0 VALIDITY

13.1 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.

14.0 WAIVER

14.1 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.

15.0 ENTIRE AGREEMENT

15.1 This Agreement, including Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) and Attachment B (Los Angeles County Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03-02-93)), and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes 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 8.0, Amendments, of this Agreement.

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HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

**BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTING CITY]**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its authorized representative.

COUNTY OF LOS ANGELES

By _____
Robert G. Luna, Sheriff

Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

[CONTRACTING CITY]

By _____
xxxxxxxxxxx
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

APPROVED AS TO CONTENT:

By _____
xxxxxxx, Chief of Police

Date _____

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

Helicopter Law Enforcement Services Master Rate Sheet

As set forth in Section 6.0, Billing Rates, this Attachment establishes the hourly billing rate for agreed upon helicopter law enforcement services performed by the County for the Fiscal Year [year/year], commencing on July 1, [year].

Hourly Rate: \$ _____

DRAFT

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

DATE: March 2, 1993

OFFICE CORRESPONDENCE

FROM: JAMES M. CALLAS, CHIEF
WILLIAM A. BAKER, CHIEF
LARRY L. ANDERSON, CHIEF
FIELD OPERATIONS REGIONS

TO: UNIT COMMANDERS

SUBJECT: FIELD OPERATIONS DIRECTIVE 89-8 **(REVISED 03-02-93)**

AIR SUPPORT POLICY

The purpose of this directive is to provide guidance to all personnel concerned with using, ordering, or providing air support to ground law enforcement units. It constitutes the policy of this Department and may involve the basis for recovering any monetary reimbursement for providing air support service.

AIR SUPPORT IN UNINCORPORATED AREAS:

The Sheriff's Department provides helicopter patrol of the unincorporated areas, as available.

AIR SUPPORT IN CITIES WHEN A LIFE-THREATENING SITUATION OR A MUTUAL AID REQUEST EXISTS:

The Sheriff's Department will provide air support free of charge, as available, to the policing agency of any city within Los Angeles County under the following criteria:

1. When a situation exists that is life-threatening to a citizen or police officer. (The initiator of requests for air support must be able to reasonably articulate why a life was directly threatened.)
2. When an air unit monitors and responds to the following specifically identified types of activity and call codes that are designated as inherently life-threatening:

187 - Murder
207 - Kidnapping
211 - Robbery
217 - Attempt Murder

245 - Assault with a Deadly Weapon
246 - Shooting at an Inhabited Dwelling
261 - Rape
417 - Person with a Weapon
451 - Arson
904 - Fire
997, 998, 999 - Officer needs help or assistance
FP, VP - Foot or Vehicle Pursuit

3. The original nature of the call determines its character and not the circumstances when concluded. Example: If an air unit responds to a 211 call and it is subsequently determined to be a 415 call, the air support will be free to the concerned city agency.
4. Upon the request from any city for mutual aid, the criteria required under the State Master Mutual Aid agreement must be satisfied. These requests are routinely expressed to the Watch Commander at a Sheriff's Station as identified in Enclosure 1-3 to the Los Angeles County Multi-Hazard Functional Plan. Response under circumstances described in 1-3 are considered "county wide" in nature, and supported by the County General Fund.

AIR SUPPORT IN CITIES OF A NON-LIFE-THREATENING OR NON-MUTUAL AID NATURE:

The Sheriff's Department may provide, as available, air support to ground units in any city, which are involved in non-life-threatening or non-mutual aid activities, on a fee basis according to rates established by the Los Angeles County Auditor-Controller.

While most support services are included in the contract rate for patrol service, air service is not. Therefore, it is critical that Watch Commanders become quickly involved in the decision making process of determining the duration of the air unit's involvement since these costs could be passed on to the contract city. Desk personnel shall immediately notify the Watch Commander when an air unit is requested or when the air unit has self-initiated a response to a call within a contract city.

The air unit has the prerogative to respond to a call likely to require air support, without first being requested, in order to have aerial support over the location as soon as possible. The air unit shall advise SRC on the appropriate radio frequency that it is responding. A Watch Commander can decide to terminate the response or support and the air unit shall comply. If the air unit has arrived over the site of an incident that is not listed as inherently life-threatening and it is determined to be non-life-threatening, the service time is billable to the contract city up to the time the air unit is discontinued by the Watch Commander or the air unit returns to other duties or regular patrol.

While it is recognized that all situations are not always clear, Unit Commander discretion in changing billable call codes to non-billable, or visa versa, is limited.

If a Unit Commander does deem changes appropriate, he/she should have ample reasons for the change.

STATION/BUREAU PROCEDURES:

The Aero Bureau will provide support service as described within the above policy. The time spent handling all air support will be documented. Each Aero Bureau patrol crew will complete an "Aero Bureau Log" at the end of each shift documenting all service activity provided in unincorporated areas or cities. At the end of each month, Aero Bureau shall prepare a report synopsising the aerial support provided to each contract city. Station Commanders shall receive a copy of this report for each contract city in their respective station area, not later than the fifth of each month.

Each station is required to record Aero Bureau support activity for contract cities in the station area on a daily basis. A "Station Aero Bureau Request Log" shall be maintained by the Watch Deputy, under the direction of the Watch Commander. It will reflect emergent, non-emergent, and mutual aid deployment of Aero units in the station's area of responsibility, and shall be submitted to the station's operations personnel daily. Upon receipt of the monthly Aero Bureau Activity Report for contract cities, The Unit Commander shall ensure that the station's log and the Aero Bureau's report is compared and a list of billable and non-billable activity for each contract city is compiled. By the seventh day of each month, Station Commanders shall submit a memorandum, listing the type, location, and time spent on aerial activity, to the Commander of the Contract Law Enforcement Bureau, with a copy to the concerned contract city manager. This memorandum shall reflect both billable and non-billable activity.

JAMES M. CALLAS, CHIEF
FIELD OPERATIONS REGION I

WILLIAM A. BAKER, CHIEF
FIELD OPERATIONS REGION II

LARRY L. ANDERSON, CHIEF
FIELD OPERATIONS REGION III

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/24/2024	
BOARD MEETING DATE	8/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Sheriff's Department (LASD)	
SUBJECT	Requesting Board approval to accept and execute a grant award in the amount of \$100,000 from the State of California, Department of Alcoholic Beverage Control for the Alcohol Policing Partnership Program (Program). The Program granting period is from July 1, 2024, through June 30, 2025.	
PROGRAM	FY 24-25 Alcohol Policing Partnership Program	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$100,000	Funding source: LASD has identified sufficient funding within its operating budget
	TERMS (if applicable):	
	Explanation: This is a zero-net County cost grant program with no match requirement. Funding for this grant request in the amount of \$100,000 (\$97,500 for Salaries and Employee Benefits plus \$2,500 for Services and Supplies), to be fully offset by revenue from the ABC.	
PURPOSE OF REQUEST	Authorize the LASD to accept and execute the FY 24-25 Alcohol Policing Partnership Program.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On April 5, 2024, the Department applied to ABC's Alcohol Policing Partnership Program 2024-25 solicitation. ABC reviewed the Department's application and selected the Department to receive \$100,000 with no match requirement. The Department was notified of the award on May 18, 2024. This will be the 16 th annual grant award for this Program.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This grant will have a positive impact on public safety services delivered by the Department's East Patrol Division by investigating complaints of unlawful sales of alcohol from establishments licensed by ABC, and enhanced DUI enforcement	

<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>The requested actions support the County Strategic Plan's North Star II: Foster Vibrant and Resilient Communities; Focus Area C: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy I. Prevention, Protection & Security: Support and invest in innovative practices, crime prevention resources and infrastructure to provide protection and security</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none"> -Lisa Dye, Grants Unit Manager – 213-229-1810 -Bonnie Chow, Grants Unit Manager- 213-229-1835 -Matthew Coppes, Lieutenant, Countywide Operations – 323-981-5310 -Roxanna Chavez-Mendez, Deputy, Countywide Operations- 323-893-75387

DRAFT

August 6, 2024

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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE
FISCAL YEAR 2024-25 ALCOHOL POLICING PARTNERSHIP PROGRAM
(SECOND AND FOURTH DISTRICTS) (FY 2024-25, 4-VOTES)**

SUBJECT

Requesting Board authorization for the Sheriff of Los Angeles County (County) to accept and execute a grant award in the amount of \$100,000 from the State of California, Department of Alcoholic Beverage Control (ABC), for the Alcohol Policing Partnership Program (Program).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, as an agent for the County, to accept and execute the attached 2024-25 Alcohol Policing Partnership Grant Award Agreement Number 24-APP25 (Agreement), in the amount of \$100,000 to fund the Los Angeles County Sheriff's Department's (Department) East Patrol Division for the grant period from July 1, 2024, through June 30, 2025. There is no match requirement for this Program.
2. Adopt the attached Resolution authorizing the Sheriff, or his designee, to sign and submit all required grant documents, including but not limited to, applications, agreements, amendments, modifications, augmentations, extensions, payment

requests, and grant renewals that may be necessary for the completion of this Program.

3. Delegate authority to the Sheriff, as an agent for the County, to apply and submit a grant application to ABC for this Program in future fiscal years and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This grant will expand the Department's present efforts in addressing alcohol-related public safety issues with an emphasis on establishments selling alcohol that operate in an unlawful manner, including making alcohol available to minors, and on reducing Driving Under the Influence (DUI) incidents. This Program will include a combination of training events and enforcement efforts strategically developed to eliminate the crime and hazards associated with irresponsible establishments selling alcohol within the service areas assigned to the Department's East Patrol Division.

The Department's Community Partnerships Bureau will manage the use of the ABC grant funds through specialized operations within the Department's East Patrol Division.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star II: Foster Vibrant and Resilient Communities; Focus Area C: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy I. Prevention, Protection & Security: Support and invest in innovative practices, crime prevention resources and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

This is a zero-net County cost grant program with no match requirement. Funding for this grant will be processed via a budget appropriation request in the amount of

The Honorable Board of Supervisors
August 6, 2024
Page 3

\$100,000 (\$97,500 for Salaries and Employee Benefits plus \$2,500 for Services and Supplies), to be fully offset by revenue from the ABC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 5, 2024, the Department applied to ABC's Alcohol Policing Partnership Program 2024-25 solicitation. ABC reviewed the Department's application and selected the Department to receive \$100,000 with no match requirement. The Department was notified of the award on May 18, 2024. This will be the 16th annual grant award for this Program. The grant period is from July 1, 2024, through June 30, 2025.

ABC requires that the Resolution is adopted by the Board to execute the Agreement. In accordance with the terms of the Agreement, the Resolution stipulates that any liability arising out of the performance of the Agreement shall be the responsibility of the County.

This Board letter has been reviewed and the Resolution has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This grant will have a positive impact on public safety services delivered by the Department's East Patrol Division by investigating complaints of unlawful sales of alcohol from establishments licensed by ABC, and enhanced DUI enforcement.

The Offices of the District Attorney, the Public Defender, and the Alternate Public Defender have determined that this program will not have a significant impact on their departments.

CONCLUSION

Upon Board approval, please return three individually certified copies of the adopted Board letter and three signed Resolutions to the Department's Grants Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

**RESOLUTION of Governing Board
Fiscal Year 2024 Alcohol Policing Partnership Program**

WHEREAS, The Board of Supervisors of the County of Los Angeles desires to undertake a certain project designated by the Los Angeles County Sheriff's Department's East Patrol Division to be financed with funds made available through the Alcohol Policing Partnership (APP) Program administered by the State of California, Department of Alcoholic Beverage Control (ABC):

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Los Angeles or his designee is authorized to accept and execute, on behalf of Los Angeles County and the Los Angeles County Board of Supervisors, Standard Agreement Number 24-APP21 in the amount of \$100,000 from ABC, and that the Sheriff or his designee is authorized to execute and submit all other necessary grant documents, including applications, modifications, agreements, augmentations, extensions, payments requests, and renewals.

BE IT FURTHER RESOLVED that the Sheriff of the County of Los Angeles agrees to the funding terms and conditions of ABC, including any amendment thereof.

IT IS AGREED that, as required by Standard Agreement Number 24-APP21 the County of Los Angeles shall indemnify, defend, and save harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of Standard Agreement Number 24-APP21 and from any and all

claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the County of Los Angeles in the performance of Standard Agreement Number 24-APP21.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this grant award is not subject to local hiring freezes.

The foregoing resolution was on the _____ day of _____, 2024, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

EDWARD YEN, Executive Officer-
Clerk of the Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/24/2024	
BOARD MEETING DATE	8/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Fire Department	
SUBJECT	<p>The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to establish a six-year license agreement with Southern California Toyota Dealers Advertising Association (Toyota). Toyota will provide four-wheel drive pickup trucks and sport utility vehicles, to include hybrid, plug-in hybrid, and electric vehicles (EV) for beach patrol and emergency response, in exchange for the exclusive rights to advertise their company as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Lifeguards.</p>	
PROGRAM	Various	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: None	Funding source: N/A
	TERMS (if applicable): Six-year agreement	
	Explanation:	
PURPOSE OF REQUEST	<p>Approval of a six-year license agreement with Toyota for the continued use of Toyota vehicles for beach patrol and emergency response to 72 miles of coastline in Los Angeles County. The Toyota vehicles are equipped with emergency medical services, water transport, and patient transport equipment, all of which are crucial in emergency responses.</p>	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In accordance with this Agreement, Toyota will provide at least 67 vehicles, including nine hybrid vehicles and one EV, and has committed to providing a full hybrid, plug-in hybrid, or EV fleet to the District by December 31, 2025.</p> <p>Toyota will provide four-wheel drive pickup trucks and sport utility vehicles for beach patrol and emergency response in exchange for the exclusive rights to advertise their company as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Lifeguards.</p>	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning. Toyota has the specialized experience, qualifications, and equipment to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marissa Martin Jensen, ASM II, 323-881-6173, Marissa.MartinJensen@fire.lacounty.gov



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

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

BOARD OF SUPERVISORS
LINDSEY P. HORVATH, CHAIR
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HILDA L. SOLIS
FIRST DISTRICT
JANICE HAHN
FOURTH DISTRICT
HOLLY J. MITCHELL
SECOND DISTRICT
KATHRYN BARGER
FIFTH DISTRICT

August 6, 2024

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 LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA TOYOTA DEALERS ADVERTISING ASSOCIATION (SUPERVISORIAL DISTRICTS 2, 3 & 4) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to establish a six-year license agreement with Southern California Toyota Dealers Advertising Association (Toyota). Toyota will provide four-wheel drive pickup trucks and sport utility vehicles, to include hybrid, plug-in hybrid, and electric vehicles (EV) for beach patrol and emergency response, in exchange for the exclusive rights to advertise their company as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Lifeguards.

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

1. Approve and instruct the Fire Chief, or his designee to sign the enclosed six-year License Agreement (Enclosure), which has been approved as to form by County Counsel, between the District and Toyota.
2. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, termination, or supplements associated with the administration and

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

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

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

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

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

management of the Agreement, in accordance with the approved agreement terms and conditions, and with County Counsel approval as to form.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to enable the District's Lifeguard Division the continued use of Toyota vehicles for beach patrol and emergency response to 72 miles of coastline in Los Angeles County. The vehicles afford the District the ability to patrol and provide year-round, daily emergency services and secure the safety of visitors. The Toyota vehicles are equipped with emergency medical services equipment, water rescue equipment, and patient transport equipment, all of which are vital in an emergency.

In accordance with this Agreement, Toyota will provide at least 67 vehicles, including nine hybrid vehicles and one EV. In exchange for usage of the vehicles, Toyota will continue to receive the following:

1. The exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Lifeguards";
2. Name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on County-owned and operated beaches;
3. Be prominently featured on the District's website;
4. Request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel;
5. Request participation of available personnel during Toyota's Special Events such as Water Safety Days and other promotional beach events.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning. Toyota has the specialized experience, qualifications, and equipment to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. However, the District receives funding from the County General Fund for beach and ocean lifeguard services outside of the District's jurisdiction per the Beach and Ocean Rescue Services Agreement between the County and the District. The District estimates this Agreement will save approximately \$3.2 million in one-time purchase costs of 67 vehicles.

In accordance with the Agreement terms and conditions, Toyota will pay for all warranty repairs, and the District will be responsible for all other maintenance and service operating costs. Funding for the maintenance and service operating costs is included in the District's Fiscal Year 2024-2025 Adopted Budget and the District will continue to allocate the necessary funds for these costs as they arise.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will enable the District to continue to provide uninterrupted beach patrol and emergency services to the millions of visitors throughout local beaches. Additionally, this Agreement will help ensure compliance with Board Policy 3.020, Clean Fuel – Sustainable Fleet, that provides standards on the transition of the County's motor vehicle fleet to zero-emission vehicles.

ENVIRONMENTAL DOCUMENTATION

This Agreement 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

On October 3, 2023, the District released a Request for Proposals (RFP) to determine the availability of four-wheel drive EVs and/or alternative-fuel (i.e., hybrid, plug-in hybrid, hydrogen) pickup trucks and sport utility vehicles for beach patrol and emergency response.

The District posted the announcement on the Los Angeles County's WebVen portal, the District's contracting webpage, and placed an advertisement in the Los Angeles Times newspaper. Additionally, the RFP was sent directly to ten vendors from a mailing list developed by internal departmental research of vendors who manufactured four-wheel drive vehicles. Toyota was the only vendor that submitted a proposal, and their proposal was determined to be responsive and responsible.

Toyota complies with all Board and Chief Executive Office requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax

Reduction Program, and agree to maintain compliance with all requirements throughout the term of this Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommend actions will ensure there is no impact on current services.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs

Enclosure

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

LICENSE AGREEMENT



BY AND BETWEEN

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

AND

**SOUTHERN CALIFORNIA TOYOTA DEALERS
ADVERTISING ASSOCIATION**

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LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on _____, 2024 ("Effective Date") by and between the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ("LICENSOR")**, and **SOUTHERN CALIFORNIA TOYOTA DEALERS ADVERTISING ASSOCIATION ("LICENSEE")**.

RECITALS

WHEREAS, LICENSOR is a public agency within the County of Los Angeles in the State of California; and

WHEREAS, LICENSEE desires (1) the exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards"; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on LICENSOR-owned or operated vehicles ; (3) LICENSEE will be prominently featured on the District's Lifeguard Division's website; and (4) request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel; and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege and license described in this License Agreement, including the rights to use its Logos, trademarks and insignia's (collectively, "Insignias") as well as the right to grant access to the LICENSOR'S property for interviewing Lifeguard personnel (collectively referred to as "Rights"); and

WHEREAS, the intent of this Agreement is for LICENSOR to allow LICENSEE to (1) the exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards"; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on LICENSOR owned or operated vehicles ; (3) LICENSEE will be prominently featured on the LICENSOR's Lifeguard Division website; and (4) request the participation of LICENSOR's Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the LICENSOR and County Counsel, in exchange for LICENSEE to sponsor Sixty-Seven (67) vehicles (number of vehicles could be higher when vehicles are sitting in queue to be outfitted) to LICENSOR's Lifeguard Division for beach patrol and emergency response services;

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

1 DEFINITIONS

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

- 1.1 **Agreement Year:** the 12-month period commencing on the date that this Agreement is executed by the Los Angeles County Board of Supervisors, which date shall become the effective date of this Agreement, and each following 12-month period thereafter throughout the term of this Agreement.
- 1.2 **Business Day:** A day of the week falling on Monday, Tuesday, Wednesday, Thursday, or Friday. Weekends and County holidays are excluded.
- 1.3 **LICENSOR:** The Consolidated Fire Protection District of Los Angeles County.
- 1.4 **LICENSEE/CONTRACTOR:** Southern California Toyota Dealers Advertising Association aka S.C.T.D.A.A.
- 1.5 **Lifeguard:** The Lifeguard Division and its safety employees of the County of Los Angeles Fire Department.
- 1.6 **Logo:** a co-branded logo which may be developed by the parties to this Agreement and mutually agreed upon in writing by parties to this Agreement but shall not include the official insignia of the County of Los Angeles.
- 1.7 **Lifeguard Motor Vehicles or Vehicles:** The marketing category to which this Agreement shall apply.
- 1.8 **Name Identification Space:** The space designated on the Sixty-Seven (67) vehicles hereinafter described to be acquired by LICENSOR.
- 1.9 **Premium(s):** Any promotional article(s) used for the purpose of increasing the sales of particular products, including those of LICENSEE.
- 1.10 **Product(s):** Any motor vehicle model(s) that are produced by LICENSEE.
- 1.11 **Trademark(s):** Any word(s), name(s), logo(s), symbol(s) or any combination thereof which, when used by a party to this Agreement, would distinguish the Product made or sold by it or services rendered by it from those goods made or sold or services rendered by others.
- 1.12 **Vehicles:** The minimum amount of Sixty-Seven (67) vehicles described in Section 4 below as to which the rights of possession and use are being granted hereunder by LICENSEE to LICENSOR for use by the beach lifeguards and beach lifeguard operations.

2 GRANT OF SPONSORSHIP RIGHTS

Subject to the terms of this Agreement and upon execution of this Agreement, LICENSOR shall grant to LICENSEE the exclusive right, within the category of "Lifeguard Motor Vehicles," to advertise on the property defined herein as the Vehicles, as well as the ancillary rights listed below which are adjunctive, but necessary incidents to the right to purchase advertising space on LICENSOR property.

2.1 LICENSOR grants to LICENSEE the right to generate publicity with respect to its status as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards," the "Los Angeles County Fire Department Ocean Lifeguards" and the "Los Angeles County Fire Department Beach Lifeguards" via press materials and/or other forms of communication to be distributed to the media for non-editorial purposes ("Publicity").

2.2 LICENSOR grants LICENSEE a license to use during the period of this Agreement, the Logos and its status as Sponsor under this Agreement in connection with the advertising and promotion of its products. LICENSEE understands that the rights granted herein with respect to the Logo are limited to use in connection with promotion of its Products and do not extend to any other products, goods or services. LICENSEE acknowledges that LICENSOR owns all right and title to the Logo, including any intellectual property rights to the Logo, and LICENSEE use of the Logo is pursuant to and subject to the license grant provided herein.

2.3 LICENSOR grants LICENSEE an exclusive license, within the category of "Lifeguard Motor Vehicles" (car/trucks), to use the following Trademarks, which have been used and adopted by the LICENSOR:

- "Official Truck/Vehicle of the Los Angeles County Fire Department Lifeguards"
- "Official Truck/Vehicle of the Los Angeles County Fire Department Ocean Lifeguards"
- "Official Truck/Vehicle of the Los Angeles County Fire Department Beach Lifeguards" "
- Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards"
- "Official Vehicle Sponsor of the Los Angeles County Fire Department Ocean Lifeguards"
- "Official Vehicle Sponsor of the Los Angeles County Fire Department Beach Lifeguards".

- 2.4 The Logo and LICENSOR's trademarks are and shall remain exclusively the property of LICENSOR. LICENSEE shall not, directly or indirectly, at any time, and in any country, (a) register or attempt to register, in any manner, the Logo or LICENSOR's Trademarks, or (b) challenge the validity of the Logo or LICENSOR's Trademarks. LICENSEE recognizes the LICENSOR's exclusive ownership of the Logo and the LICENSOR's Trademarks.
- 2.5 LICENSOR grants LICENSEE the exclusive right to be known as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Fire Department Lifeguards, the Los Angeles County Fire Department Ocean Lifeguards and the Los Angeles County Fire Department Beach Lifeguards within the "Lifeguard Motor Vehicles" category. The right to be so designated with regard to non-LICENSOR sponsored events is contingent on LICENSOR having the legal right to grant such an exclusive right. If LICENSOR can legally grant such exclusive right to LICENSEE, it shall do so without any further consideration being paid by LICENSEE. All product exclusivity for promotional activity is granted pursuant to normal policies, procedures and government regulations.
- 2.6 LICENSOR grants LICENSEE the right to display its Trademark on signage at the LICENSEE's Special Events, which display will be subject to all federal, state and local laws including all land use and environmental regulations. LICENSEE must seek the prior written approval of the Fire Chief, thirty (30) Business Days prior to the contemplated date of use, and the Sponsor must indicate the time, place, quantity, color, size, nature of material to be used as signs, proximity to other structures, and length of time such signage is to be displayed.
- 2.7 LICENSOR will add a photo of LICENSEE's Lifeguard Vehicles to the Lifeguard Division page(s) of the Los Angeles County Fire Department website.

3 LICENSEE OBLIGATIONS

- 3.1 LICENSEE agrees that it will not cause or permit the Logos or Trademarks covered by this Agreement to be used or exploited in any manner contrary to public morals, or which violates prevailing standards of good taste, or reflects unfavorably upon the good name, good will, reputation and image, in whole or in part, of LICENSOR.
- 3.2 LICENSEE agrees to submit to LICENSOR for their prior written approval, all advertising, promotional television and radio commercials or any other display materials to be used by LICENSEE in connection with the Logos or Trademarks of LICENSOR. Such material shall be submitted not less than thirty (30) Business Days prior to its proposed release to the public.

- 3.3 LICENSEE agrees to submit for prior written approval to the LICENSOR, the signage design, size, nature of material, and desired location on the Vehicles for LICENSEE's Name Identification Space.
- 3.4 LICENSEE agrees not to use any Premium in connection with the rights herein granted unless prior written approval of such use has been obtained from LICENSOR.
- 3.5 LICENSEE agrees not to manufacture any Premium using LICENSOR's Logos unless prior written approval has been granted by LICENSOR.
- 3.6 If LICENSEE desires to sell or distribute for sale any Premium bearing the Logo(s) and/or Trademark(s) of LICENSOR, a separate licensing agreement shall be negotiated between LICENSOR and LICENSEE.
- 3.7 LICENSEE agrees to submit for prior written approval to the LICENSOR, requests for interviewing LICENSOR's Lifeguard personnel.
- 3.8 LICENSEE agrees to submit for approval all filmed material to LICENSOR prior to public dissemination and broadcast.

4 CONSIDERATION

4.1 Vehicles

See "Motor Vehicle License Agreement" for vehicle listing.

4.1.1 Replacement Schedule

Vehicles must be replaced within a maximum model cycle of six (6) years. The replacement vehicles shall be delivered upon completion of any approved modifications.

4.1.2 License and Registration

The LICENSOR shall license and register each of the Vehicles and shall pay all required registration and license fees. LICENSEE will cooperate with the LICENSOR by providing any requested documentation to assist the LICENSOR in filing required documentation with the California State Department of Motor Vehicles as necessary to obtain E-plates.

4.1.3 Drivers

The LICENSOR agrees that only LICENSOR authorized employees will be allowed to operate the Vehicles, and that any such employee shall: possess a valid and current driver's license issued in the United States; be at least 18 years of age; have successfully

completed the LICENSOR's Beach Driving Awareness and/or Beach Driving Operations training course; meets the LICENSOR's physical fitness requirements for operating a vehicle; and will be subject to the LICENSOR's Standards of Behavior and disciplinary process for any driving related infractions.

4.1.4 Branding

The LICENSOR shall co-brand the Vehicles with the Logo and an acknowledgment of the Vehicles as the "Official Truck of the Los Angeles County Fire Department Lifeguards" and/or any of the designated names set forth in this Agreement. Decals must be pre-approved by LICENSEE and LICENSEE will be responsible for providing any agreed-upon LICENSEE decals. The LICENSOR shall provide photographs of each Vehicle to LICENSEE once a Vehicle is decaled. The LICENSOR shall pay for decal production, installation and removal.

4.1.5 Scheduled Service and Regular Maintenance

Basic service and maintenance, such as oil changes and routine service, will be provide byLICENSOR.

4.1.6 Safety Equipment/Modifications

LICENSEE agrees that LICENSOR, in its discretion, may outfit vehicles with safety equipment, including but not limited to radios and light bars. The responsibility of the cost for Safety Equipment/Modifications is that of the LICENSOR. However, LICENSOR shall not be responsible for any cost to repair vehicles modified to suit LICENSOR's Lifeguard needs and/or "wear and tear" associated with such modifications. The LICENSOR is responsible for the installation and removal of all Vehicle accessories, such as radios and light bars, racks, additional roof accessories, and tinting of windows of the Vehicles, that were not in or attached to the Vehicles at delivery (collectively, "Accessories"). All such installations must be removed prior to return of the Vehicles, all of the foregoing at the LICENSOR's sole cost. All such installations must (a) be in compliance with all applicable laws, rules and regulations, (b) not in any way impact, cover and/or otherwise impair the ability to view warnings affixed to the Vehicle (e.g., the warnings regarding the airbag system on the visor), or (c) not impact the safety or operational features of the Vehicle (i.e., not adversely impact visibility while operating the Vehicle, not impact in any way the compliance of the Vehicle with the Motor Vehicle Safety Act or other applicable Federal motor vehicle safety standards). The LICENSOR shall be solely responsible and liable for any Claims arising from installation of such Accessories.

4.1.7 Vehicle Build Out Equipment

Upon execution of the agreement, LICENSOR will provide the following necessary safety and lifeguard related equipment for use to outfit rescue vehicles:

- Leitner Marine Safety Complete Truck Bed Solution for Lifeguard Tacoma rescue vehicle (51 Units)
- Leitner Marine Safety Complete Truck Bed Solution for Lifeguard Tundra rescue vehicle (15 Units)
- Goose Gear Seat Delete and Storage Solution for Lifeguard Tacoma rescue vehicle (51 Units)
- Goose Gear Seat Delete and Storage Solution for Lifeguard Tundra rescue vehicle (15 Units)
- Coaxial Cabling (150 units)
- Forward Alarm ECCO-BU-92 (67 Units)
- Rear Alarm ECCO-ECU-510 (67 Units)
- Lighting Package – Lightbar, Sirens, Speaker (67 Units)

5 TERM

This Agreement shall commence on _____, 2024, and shall continue until _____, 2030, unless sooner terminated as set forth in Section 9, Termination, or otherwise as set forth in this Agreement.

6 BUY-OUT OPTION

6.1 At the termination of this Agreement by both parties, LICENSOR shall have the option to purchase any or all of the Vehicles due to be returned to LICENSEE as outlined in Section 4 at prices mutually agreed by both parties and/or LICENSEE's lease inception, but in no event later than at least twelve (12) months prior to the termination of this Agreement.

6.2 If LICENSOR elects to exercise such buy out options, it must notify LICENSEE in writing at least twelve (12) months prior to the termination of this Agreement.

7 INDEMNIFICATION

7.1 LICENSEE agrees to defend, indemnify and hold harmless LICENSOR, the County of Los Angeles, the Board of Supervisors, and its officials, agents, employees, volunteers, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, fees, costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of, related to or resulting from Sponsor 's

marketing and promotion of its designation and/or status as "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Fire Department Lifeguards , the Los Angeles County Fire Department Ocean Lifeguards and the Los Angeles County Fire Department Beach Lifeguards (or other such designation as allowed in Section 2), including but not limited to LICENSEE's activities in connection with Sponsor's Special Events, Premium distributions, wrongful use of Logo and Trademark(s), and all advertisement, promotional and display material, as well as Sponsor's rights granted in Sections 2 and 3 above. LICENSEE's indemnification shall extend to any claim of false or deceptive advertising and to the failure of LICENSEE or those acting under it, to comply with the terms and conditions of this Agreement. LICENSOR shall be reimbursed by LICENSEE for all costs and attorneys' fees incurred by LICENSOR in enforcing this obligation. LICENSEE will conduct all defense at its sole cost and expense and the LICENSOR shall approve selection of LICENSEE's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Sponsor. All new vehicle warranties shall remain in effect and LICENSEE shall indemnify LICENSOR for all damages arising from defects in the Vehicles as manufactured. LICENSEE shall defend, indemnify and hold harmless the LICENSOR, as well as its respective Board of Supervisors, and its officials, agents, employees, successors, and assigns against all liability for illegal competition or trade practices, common-law and/or statutory, which are based on the rights granted by LICENSOR pursuant to the terms of this Agreement.

- 7.2 LICENSOR agrees to defend, indemnify and hold harmless the LICENSEE, its affiliated, subsidiary and parent companies and their respective officers, agents and employees, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of LICENSOR 's own use or possession of the Vehicles; the services performed or actions taken by LICENSOR, or those acting under it, in connection with this Agreement, including LICENSOR's use of the Vehicles in connection with the operation and management of any event or activity, including but not limited to any claims for damage, injury, liability, cost and/or death (including without limitation, attorneys' fees and costs and other Claims) that may occur while driver is operating and/or as a result of such driver operating the Vehicle; LICENSOR 's wrongful use of Logo and Trademark(s) and, the failure of LICENSOR, or those acting under it, to comply with the terms and conditions of this Agreement. However, LICENSOR shall not be responsible for any claims or damages arising solely from the gross negligence or willful misconduct of LICENSEE or for any damages or claims caused by a manufacturing defect in a Vehicle provided hereunder.

- 7.2.1 District will conduct the defense at its sole cost and expense. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by District.

8 INSURANCE

LICENSOR is self-insured and will provide LICENSEE with a letter agreeing to provide full insurance coverage for all the Vehicles and any replacement Vehicles during the term of this Agreement in the amounts listed as follows:

Bodily Injury:	\$1,000,000 per occurrence
Liability Property Damage:	\$500,000 per occurrence
Medical Payments:	\$ 2,000 per occurrence
Uninsured Motorists:	\$15,000 per occurrence
Comprehensive Collision:	Value of Vehicle

The above will be satisfied by the issuance of a Certificate of Self-Insurance for one million dollars (\$1,000,000) combined single limit coverage. LICENSEE may terminate this Agreement effective immediately upon written notice to LICENSOR. In the event LICENSOR fails to provide or maintain the insurance stated immediately above.

8.1 GENERAL INSURANCE PROVISIONS

Without limiting Licensee's indemnification of Licensor, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section, "General Insurance Provisions" and the "Insurance Coverage Requirements – Types and Limits" Section of this License. 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 Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

- a. Evidence of Coverage and Notice to Licensor: Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to commencing services under this License.
 - i. Renewal Certificates shall be provided to Licensor not less

than 10 days prior to Licensee's policy expiration dates. Licensor reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.

- ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match Licensee's name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Licensor required endorsement forms.
- iii. Neither the Licensor's failure to obtain, nor the Licensor'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 Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

*County of Los Angeles
Consolidated Fire Protection District of Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Ave., Suite 100, Commerce, CA 90040
Attention: Carlos Santiago, Contract Administrator*

- iv. Licensee also shall promptly report to Licensor any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify Licensor of any third-party claim or suit filed against Licensee or any of its Sub-Contractors which arises from or relates to this License and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.
- b. 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 Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the Licensor.

County (and its Agents) additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor and its Agents as an additional insured, even if they exceed the Licensor'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. Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this License.
- d. Failure to Maintain Insurance. Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Licensee or pursue Contractor reimbursement.
- e. 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 Licensor.
- f. Licensee's Insurance Shall Be Primary. Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensee. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.
- g. Waivers of Subrogation. To the fullest extent permitted by law, Licensee hereby waives its and its insurer(s)' rights of recovery against Licensor under all the Required Insurance for any loss arising from or related to this License. Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

- h. Sub-Contractor Insurance Coverage Requirements. Licensee shall include all Sub-contractors as insureds under Licensee's own policies or shall provide Licensor with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the Licensor and Licensee as additional insureds on the Sub-Contractor's General Liability policy. Licensee shall obtain Licensor's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- i. Deductibles and Self-Insured Retentions (SIRs). Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee'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.
- j. Claims Made Coverage. If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination, or cancellation.
- k. Application of Excess Liability Coverage. Licensee 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.
- l. 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.
- m. Alternative Risk Financing Programs. The Licensor reserves the right to review, and then approve, Licensee 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.
- n. Licensor Review and Approval of Insurance Requirements. The Licensor reserves the right to review and adjust the Required Insurance provisions conditioned upon Licensor's determination of changes in risk exposures.

8.2 Commercial General Liability Insurance with a combined single limit of liability of not less than:

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000

8.3 Professional Liability Insurance with minimum limits of:

\$1,000,000 per each claim
\$3,000,000 aggregate

8.4 Commercial Automobile Insurance with a combined single limit of not less than:

\$1,000,000 each person
\$1,000,000 each occurrence

8.5 Commercial Umbrella Insurance providing excess liability over primary coverage of Employer's Liability, Commercial General Liability, Professional Liability and Commercial Automobile Liability in limits of not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

9 TERMINATION

9.1 LICENSEE shall have the right to terminate this Agreement in whole or in part, for cause, upon thirty (30) days prior written notice to LICENSOR for cause, with an opportunity to cure in 30 days; or without cause upon one hundred eighty (180) days prior written notice to LICENSOR. Upon receipt of any termination notice, LICENSOR shall discontinue services on the date stated and to the extent specified in the notice. For cause" includes but is not limited to: (1) fraud, (2) a material breach of this Agreement, (3) where a party fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required, (4) a party that fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days after receipt of notice specifying such failure.

9.2 Upon the termination of this Agreement, or upon request of LICENSEE after a termination notice is provided, LICENSOR will surrender to LICENSEE all Vehicles, which are then in LICENSOR'S possession, within one hundred eighty (180) days. LICENSOR shall return the Vehicle(s) to LICENSEE in the same condition as received, with reasonable wear and use

accepted .Further, LICENSOR shall return all memoranda, notes, records, drawings, manuals, software, and all other materials which are the property of LICENSEE, or which contain information which is proprietary to LICENSEE. LICENSOR will not retain any copies of any Confidential Information of Sponsor.

9.3 Despite LICENSOR'S best efforts, should LICENSOR be unable to procure and obtain substitute vehicles within one hundred eighty (180) days, LICENSEE will grant an additional sixty (60) days for vehicle surrender, subject to written consent by LICENSEE.

9.4 LICENSEE shall remove any Logos, insignias or images that are proprietary of the LICENSOR once LICENSEE receives any surrendered Vehicle from LICENSOR. LICENSEE shall remove, cease to distribute and/or publicly broadcast any Logos, or LICENSOR insignias or proprietary materials and products upon termination of this Agreement.

10 RELEASES

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

11 SPONSOR MARKS

LICENSOR shall obtain written approval from LICENSEE prior to use of any LICENSEE logos, service marks, trade names or trademarks owned by LICENSEE and/or its affiliates (collectively, the "Sponsor Marks") by the LICENSOR or any of its respective agents, representatives, employees or contractors, except as otherwise specifically required in this Agreement. If LICENSEE grants its approval for the LICENSOR to use the Sponsor Marks pursuant to this Agreement, the Sponsor Marks shall be used only in the exact form, style and type expressly allowed by LICENSEE. The Sponsor Marks are and shall remain exclusively the property of LICENSEE (and/or its designated affiliates). The LICENSOR shall not, directly or indirectly, during the Term hereof or at any time thereafter, in any country (a) register or attempt to register, in any manner, any of the Sponsor Marks or (b) challenge the validity of any of the Sponsor Marks. The LICENSOR recognizes LICENSEE'S exclusive ownership of the Sponsor Marks. The LICENSOR shall not use the Sponsor Marks in any way which would tend to aid any competitor of LICENSEE, or in any other manner that would bring the same (or its products) into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency.

The LICENSOR shall not use the Sponsor Marks to incur any obligation or indebtedness on behalf of LICENSEE or to hold itself out as being or representing LICENSEE or any of its affiliates. The obligations of the LICENSOR under this paragraph will survive expiration or termination of this Agreement.

12 DEFAULT AND REMEDIES

- 12.1 The following events shall constitute an Event of Default ("Event of Default") under this Agreement be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:
- 12.2 Either party fails to cause to be carried and maintained the insurance required under Section 9 hereof.
- 12.3 Either party shall make any material misrepresentation or shall breach any warranty made herein.
- 12.4 Either party shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief.
- 12.5 Either party shall otherwise fail to perform or observe any other covenant or condition set forth herein and such failure shall continue unremedied for a period of thirty (30) days after the receipt of written notice thereof from the non-defaulting party; or
- 12.6 Either party should commit an act, which brings its name into disrepute, or otherwise substantially diminishes the value of the Sponsorship association for the other party. Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, this Agreement to be in default and: (1) may immediately terminate this Agreement without any liability whatsoever; (2) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof; (3) may exercise any other right or remedy available to it under law or in equity; or (4) may seek any permitted combination of such remedies. No remedy is intended to be exclusive, but each shall be cumulative and the exercise of any such remedy shall not preclude the simultaneous or later exercise of any other remedy.

13 STANDARD TERMS AND CONDITIONS

13.1 Amendments

- 131.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 13.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 13.1.3 The Fire Chief or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

13.2 Assignment and Delegation/Mergers or Acquisitions

- 13.2.1 The contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 13.2.2 The contractor must 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 District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, District consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.
- 13.2.3 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 District's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

13.3 Authorization Warranty

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

13.4 Complaints

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

13.5 Compliance with Applicable Law

13.5.1 In the performance of this Contract, contractor must 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.

13.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation,

County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

13.6 Compliance with Civil Rights Laws

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, 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. Additionally, contractor certifies to the District:

- 13.6.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 13.6.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 13.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 13.6.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

13.7 Compliance with the County's Jury Service Program

13.7.1 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](#).

13.7.2 Written Employee Jury Service Policy

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 must have and adhere to a written policy that provides that its Employees will 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.

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) 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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

13.7.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must 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 must 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.

13.7.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, 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.

13.8 Conflict of Interest

- 13.8.1 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, will 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 will 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.
- 13.8.2 The contractor must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

13.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor must 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.

13.10 Consideration of Hiring GAIN-GROW Participants

- 13.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will 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 will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings

with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

13.11.1 Contractor Responsibility and Debarment

13.11.1 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.

13.11.2 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.

13.11.3 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.

13.11.4 Contractor Hearing Board

- 13.11.4.1 If there is evidence that the contractor may be subject to debarment, the District will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 13.11.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 13.11.4.3 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 13.11.4.4 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.
- 13.11.4.5 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

13.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) 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/>,

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

13.13.1 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.

13.13.2 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 will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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).

13.14 Damage to District Facilities, Buildings or Grounds

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

13.15 Employment Eligibility Verification

- 13.15.1 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 13.15.2 The contractor must 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.

13.16 Counterparts and Electronic Signatures and Representations

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

The District 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.

13.17 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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.

13.18 Force Majeure

13.18.1 Neither party will 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").

13.18.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the

subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

13.19 Governing Law, Jurisdiction, and Venue

This Contract will 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 will be exclusively in the County of Los Angeles.

13.20 Independent Contractor Status

- 13.20.1 This Contract is by and between the District and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 13.20.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District will 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.
- 13.20.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the District. The contractor will 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.

13.21 Nondiscrimination and Affirmative Action

- 13.21.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

- 13.21.2 Contractor certifies to the District each of the following:
 - 13.21.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 13.21.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 13.21.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 13.21.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 13.21.3 The contractor must 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 must 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.

- 13.21.4 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.

- 13.21.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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.

- 12.21.6 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 13.21 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 13.21.7 If the County finds that any provisions of this Paragraph 13.21 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the District 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 will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 13.21.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the District will, 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.

13.22 Non Exclusivity

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

13.23 Notice of Delays

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

13.24 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

13.25 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

13.26 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

13.27 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

13.28 Public Records Act

13.28.1 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 will 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 will 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.

- 13.28.2 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.

13.29 Recycled Bond Paper

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

13.30 Validity

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

13.31 Waiver

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

13.32 Warranty Against Contingent Fees

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.

13.33 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and

unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

13.34 Time Off for Voting

The contractor must notify its employees and must 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 must 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](#).

13.35 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

13.36 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

13.37 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.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this ____ day of _____, **2024**.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY
(LICENSOR)

By _____
Fire Chief

By SOUTHERN CALIFORNIA TOYOTA DEALERS ADVERTISING ASSOCIATION
(LICENSEE)

Signed: _____

Printed: _____

Title: _____

DAVIS ELEN ADVERTISING as agent the SOUTHERN CALIFORNIA TOYOTA
DEALERS ADVERTISING ASSOCIATION

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	7/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Board approval of Model Master Agreement for Airplane Maintenance, Engineering, and Repair Services (Services).	
PROGRAM	Establish Master Agreements with qualified vendors to provide the Department's Aero Bureau with as-needed Services.	
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: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Current Master Agreement(s) expire on 07/10/24.	
COST & FUNDING	Total cost: Estimated annual expenditure is \$500,000.	Funding source: General Fund
	TERMS (if applicable): Model Master Agreement has an initial term of three years, with an additional four one-year option periods.	
	Explanation:	
PURPOSE OF REQUEST	Approval of the recommended action will allow the Department to maintain a pool of qualified contractors to provide as-needed Services for the Department's airplanes.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> On 05/08/24, the Department issued a Request for Statement of Qualifications (RFSQ) with an initial closing date of 06/13/24. The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of this action, the Sheriff will execute Master Agreements with all qualified vendors. 	
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: <ul style="list-style-type: none"> Blanca R. Arevalo, Captain, 562-421-1010, brareval@lasd.org Brannon Terrell, Snr. Helicopter Mechanic, (213) 229-3276, bwterrel@lasd.org Alex Madera, Contracts Manager, (213) 229-3276, amadera@lasd.org 	

July 23, 2024

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

Dear Supervisors:

**APPROVE MODEL MASTER AGREEMENT FOR
AIRPLANE MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) that will be used to execute Master Agreements (Agreements) with qualified vendors to provide as-needed Airplane Maintenance, Engineering, and Repair Services (Services) for the Department's Aero Bureau.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Model Agreement for the term of July 11, 2024, through July 10, 2027, with an option to extend for four, one-year option periods, for a total term not to exceed seven years.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements substantially similar to the attached Model Agreement with qualified vendors commencing July 11, 2024, or upon execution by the Sheriff, whichever is later, to meet the needs of the Department.
3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Notices to the Agreements as set forth throughout the Model Agreement, to:

(1) effectuate modifications which do not materially affect any term of the Agreements, (2) add new or revised standard County contract provisions adopted by the Board as required periodically, (3) exercise option terms, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate Agreements, either in whole or in part, by the provision of a ten-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to establish Agreements with various qualified vendors to continue providing the Department's Aero Bureau with the required Services on an as-needed basis. These Services include major repairs to engines and engine accessories, scheduled overhauls of dynamic components, engineering support, structural airframe repairs, airplane completion services, and various non-critical component repairs.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan North Star 3: Realize tomorrow's government today; Focus Area Goal G: Internal Controls and Processes, by continuing to strengthen the Department's internal controls and processes and demonstrating fiscal responsibility by effectively and efficiently managing and maximizing the use of County assets to align with the County's highest priority needs.

FISCAL IMPACT/FINANCING

The estimated annual expenditures for the Services is \$500,000. Actual expenditures will be incurred solely on an as-needed basis. Over the term of the Agreements, appropriate allocations will be established in the Department's operating budget to meet the anticipated need each Fiscal Year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Model Agreement for Services was approved by the Board on June 20, 2017. The Department has one Agreement that will expire on July 10, 2024.

The Model Agreement was determined to be a Non-Proposition A agreement due to the Services being highly specialized and used on an as-needed basis. The Living Wage Program (County Code, Chapter 2.201) does not apply to the recommended Model Agreement.

The Services will be performed on a work order basis. The County procedures for issuing work orders to qualified contractors are set forth in the Model Agreement. Factors affecting the selection process for any work order bid may include price, availability of service and/or parts, turn-around time, geographic proximity, and expertise.

The Model Agreement includes all current County-required provisions, including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment, Policy of Equity, Prohibition from Participation in Future Solicitations, and Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding.

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

CONTRACTING PROCESS

On May 8, 2024, the Department released a Request for Statement of Qualifications (RFSQ) 719-SH to solicit Statement of Qualifications from vendors to provide Services. The Department posted the solicitation on the County and Department websites with an initial closing date of June 13, 2024.

The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of the recommended actions, the Sheriff intends to execute Agreement(s) with all qualified vendors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Model Agreement will enable the Department to maintain a pool of qualified contractors to deliver uninterrupted Services for its fleet of law enforcement airplanes.

The Honorable Board of Supervisors
July 23, 2024
Page 4

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

DRAFT

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

AND

(CONTRACTOR)

FOR

**AIRPLANE MAINTENANCE, ENGINEERING, AND
REPAIR SERVICES**

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ATTACHMENT

Attachment 1 Statement of Work

EXHIBITS

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Contractor Discrepancy Report
- Exhibit E Invoice Discrepancy Report
- Exhibit F Sample Work Order
- Exhibit G1 Certification of Employee Status
- Exhibit G2 Certification of No Conflict Of Interest
- Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit H Service Category Checklist
- Exhibit I Certification of Pricing
- Exhibit J Subsequent Executed Work Orders
(Not attached but incorporated by reference)

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
AIRPLANE MAINTENANCE, ENGINEERING, AND REPAIR SERVICES**

This Master Agreement, Attachment, and Exhibits made and entered into on _____ by and between the County of Los Angeles (County), Sheriff's Department (Department) and _____ (Contractor), to provide as-needed Airplane Maintenance, Engineering, and Repair Services (Services). Contractor is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Airplane Maintenance, Engineering, and Repair Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Airplane Maintenance, Engineering, and Repair Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the County Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board has authorized the Sheriff or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Attachment 1 and Exhibits A through J are attached to and form a part of this Master Agreement. 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 this base Master Agreement, Attachments and Exhibits, or between Attachment and Exhibits, such conflict or inconsistency will be resolved by giving precedence first to this Master Agreement, then to the following Attachment and Exhibits according to the following priority:

Attachment:

Attachment 1 Statement of Work

Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Contractor Discrepancy Report
- Exhibit E Invoice Discrepancy Report
- Exhibit F Sample Work Order
- Exhibit G1 Certification of Employee Status
- Exhibit G2 Certification of No Conflict Of Interest
- Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit H Service Category Checklist
- Exhibit I Certification of Pricing
- Exhibit J Subsequent Executed Work Orders (Not attached but incorporated by reference)

This Master Agreement, Attachment, and Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.2 Amendment:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.3 Business Day(s):** Monday through Friday, excluding County-observed holidays.
- 2.4 Change Notice:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.5 Contractor:** The sole proprietor, partnership, or corporation that has entered into this Master Agreement with the County as identified in the preamble.
- 2.6 Contractor Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after this Master Agreement award.
- 2.7 County Project Director:** The person designated by the County with authority to approve and execute all Work Order solicitations and contractual or administrative matters relating to this Master Agreement. All references to County Project Director will mean, "County Project Director or designee," unless otherwise specified.
- 2.8 County Project Manager:** The person designated by County Project Director as the chief contact person with respect to managing the day-to-day operations of this Master Agreement. All references to County Project Manager will mean, "County Project Manager or designee," unless otherwise specified.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.11 Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ), has met the Vendor's Minimum Mandatory Qualifications listed in the RFSQ and has an executed Master Agreement with the Department.

- 2.13 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of qualified Vendors to provide Services through Master Agreements.
- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to a RFSQ.
- 2.15 Statement of Work (SOW):** The document that provides a written description of tasks, subtasks, directions, deliverables, goods, Services, and other Work and specifies Contractor's Work requirements and obligations, as set forth in Attachment 1 (Statement of Work) to this Master Agreement.
- 2.16 Term:** Has the meaning set forth in Paragraph 4.0 (Term of Master Agreement) of this Master Agreement.
- 2.17 Work:** Any and all tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully executed Amendments, Change Notices, and Work Orders hereto.
- 2.18 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables, refer to Paragraph 3.0 (Work) below. Unless circumstances justify otherwise, each Work Order must result from bids, solicited by and tendered to the County from Contractors. Unless otherwise specified, the County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No Work will be performed by Contractors except in accordance with validly bid and fully executed Work Orders. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit J (Subsequent Executed Work Orders) by this reference and made a part of this Master Agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, Services and other Work as set forth in this Master Agreement, including Attachment 1 (Statement of Work), and any fully executed Work Order.
- 3.2** Work Orders will generally conform to Exhibit F (Sample Work Order) to this Master Agreement. Each Work Order will describe in detail the particular project and the Work required for the performance thereof. Payment for all Work must be on a fixed price/not-to-exceed cost per deliverable basis, including labor, subject to the total maximum amount specified on each individual Work Order. Unless otherwise agreed to by County Project Manager, all aircraft or components requiring Services under this Master Agreement will be shipped or delivered to Contractor by the County and must be returned to the County, at the County's expense, upon completion of Contractor's Services as specified in the Work Order.
- 3.3** If Contractor provides any task, deliverable, Service, or other Work to the County other than what is specified in this Master Agreement without a fully

executed Work Order, and/or goes beyond the scope of the Work Order, and/or exceeds the total maximum amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments and Change Notices), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.

- 3.4 The County's procedures for issuing and executing Work Orders are as follows:
- 3.4.1 Work Orders may be issued under competitive or non-competitive conditions to provide as-needed Services. It is understood by Contractor that the County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Contractors.
 - 3.4.2 Upon determination by the County to issue a Work Order, the County will issue a Work Order solicitation to all Contractors qualified to perform the Work in question pursuant to Exhibit H (Service Category Checklist) to this Master Agreement. Unless otherwise specified, the County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. Among other considerations, availability, turn-around time, geographical proximity, and expertise may be factored into the selection process. However, based on the needs of the County, the Department retains the sole discretion to issue a Work Order to any Active Contractor on either a competitive or non-competitive basis.
 - 3.4.3 Each interested Contractor must submit a fixed price/not-to-exceed bid to the County contact specified in the Work Order within the timeframe specified. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order solicitation.
 - 3.4.4 Contractor's intentional gross underbidding or zero-cost bidding of a Work Order solicitation, for the sole purpose of securing a bid award, will be considered non-responsible and therefore null and void, in the County's sole discretion.
 - 3.4.5 The County may in its sole discretion require Contractor to clarify any itemized costs presented in the winning bid response and the manner in which they are presented. The County reserves its sole right to question any line item of the bid response and, in consultation with Contractor, may request the removal of such line item along with a reduction to Contractor's fixed price/not-to-exceed bid.
 - 3.4.6 In the event that the lowest cost responsive and responsible Contractor is not available to provide Service or cannot fulfill a fully executed Work Order within the County's timeframe, the County, in

its sole discretion, may request Services from the next lowest cost, responsive and responsible Contractor until the County's requirements are filled.

- 3.4.7 A Work Order is valid and fully executed upon receiving the approval of County Project Director and County Project Manager.
- 3.5 The County estimates that selection of any Contractor will occur within five Business Days of completion of the evaluations of the particular Work Order bids. Following selection, Contractor must be available to meet with County Project Director on the start date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County Project Director.
- 3.6 In the event Contractor defaults three times under Paragraph 3.5 above, within a given County Fiscal Year, the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) of this Master Agreement.
- 3.7 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of Work. The County does not promise, warrant, or guarantee that the County will utilize any particular level of Contractor's Services, or any Services at all, during the Term of this Master Agreement. The determination as to the need for Services will rest solely within the discretion of the Department.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement will commence on July 11, 2024, or upon the date of its execution by the Sheriff or his designee as authorized by the Board, whichever is later, and will expire on July 10, 2027, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend this Master Agreement Term for up to four additional one-year option periods, for a maximum total Master Agreement Term of seven years. Each such option period Term will be exercised at the sole discretion of the Sheriff as authorized by the Board and will be in the form of a written Amendment executed in accordance with Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 4.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement Term option period.
- 4.4 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address provided in Exhibit A (County's Administration) to this Master Agreement.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder (“maximum annual expenditures”) may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of this Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

Contractor will 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 Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County’s express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

5.3.1 Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County’s right to recover such payment from Contractor.

5.3.2 Notwithstanding the above, Contractor will be entitled to payment for Services that are satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such Services are rendered pursuant to a Work Order that was validly executed during the Term of this Master Agreement. This provision will survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

5.4.1 Contractor must invoice the County separately for each fully executed Work Order for providing the tasks, deliverables, Services, and other Work authorized pursuant to this Master Agreement.

5.4.2 Payment for all Work will be on a fixed price/not-to-exceed cost per deliverable basis, including labor, subject to the total maximum amount specified in each Work Order, plus shipping/freight charges, less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages) of this Master Agreement.

5.4.3 At no time during the Term of this Master Agreement will Contractor's pricing for parts, components, and/or raw materials provided pursuant to Work Orders executed under this Master Agreement exceed Contractor's actual cost-plus five percent, as set forth in Exhibit I (Certification of Pricing) to this Master Agreement.

Upon request, Contractor must provide to County Project Manager copies of current year proprietary price books, or a bibliographic listing of price books used by Contractor to set pricing for parts, components, and/or raw materials. All price books and/or bibliographic listings must be provided at no cost to the County throughout the Term of this Master Agreement.

5.4.4 Contractor must satisfactorily perform all Work and must correct defective materials and/or workmanship, at Contractor expense, prior to payment by the Department for Work performed on a fully executed Work Order.

5.4.5 The County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor must specify the following:

- Invoice number and date,
- Contractor's name, address, and telephone number,
- Copy of the County Work Order and any change orders executed thereto,
- Period of performance of Work being invoiced,
- Name(s) of persons who performed the Work,
- Itemized list of all parts, components, and/or raw materials used to complete the Work together with manufacturer's part numbers,
- Itemized pricing for each part, component, and/or volume of raw materials used to complete the Work,

- Price for all labor applicable to the Work Order,
- Freight charges, and
- Total amount of the invoice.

5.4.7 Submission of Invoices

- a. Contractor must submit an original invoice, within ten Business Days after the County's acceptance of all completed Work, to County Project Manager at the address set forth in Exhibit A (County's Administration) to this Master Agreement.
- b. The County will submit payment to Contractor within 30 Days after receipt of a Department approved invoice.

5.4.8 Approval of Invoices

All invoices submitted by Contractor for payment must receive the written approval of County Project Director before payment of invoice(s) is permitted. In no event will the County be liable or responsible for any payment prior to such written approval. Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to a validly executed Work Order.

5.4.9 Invoice Discrepancy Report

County Project Manager will review all invoices for any discrepancies and issue an Invoice Discrepancy Report (IDR), refer to Exhibit E (Invoice Discrepancy Report) to this Master Agreement, to Contractor within five Business Days of receipt of invoice if payment amounts are disputed. Contractor must review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within five Business Days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within five Business Days of the County's notice to Contractor of an IDR, then payment will be made by the County, less the disputed charges. None of the foregoing will preclude the County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of this Master Agreement.

5.4.10 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with

[Board Policy 3.035 \(Preference Program Payment Liaison and Prompt Payment Program\).](#)

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.5.1 The County has determined that the most efficient and secure default form of payment for goods and/or Services provided under this Master Agreement with the County will be direct deposit or Electronic Funds Transfer (EFT), unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 Contractor must 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.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than direct deposit or EFT will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of this Master Agreement, 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit A (County's Administration) to this Master Agreement. The County will notify Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

The role of County Project Director may include, but is not limited to, the following:

- a. Providing the final approving authority for all individual Work Order solicitations and executions.
- b. Coordinating with Contractor and ensuring Contractor's performance and objectives of this Master Agreement are met; however, in no event will Contractor's obligation to fully satisfy all the requirements of this Master Agreement be relieved, excused or limited thereby.
- c. Providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements;

however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

6.2 County Project Manager

The role of County Project Manager may include, but not limited to, the following:

- a. Acting as the chief contact person with respect to the day-to-day administration of this Master Agreement and is generally the first person for Contractor to contact with any questions.
- b. Preparing, reviewing, and authorizing Work Orders.
- c. Meeting with Contractor Project Manager on a regular basis to discuss any issues or concerns pertaining to this Master Agreement.
- d. Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all the requirements of this Master Agreement be relieved, excused or limited thereby.
- e. Issuing contract discrepancy reports in accordance with Paragraph 12.0 (Contract Discrepancy Report) of Attachment 1 (Statement of Work) to this Master Agreement. A sample of the Contract Discrepancy Report is attached as Exhibit D (Contract Discrepancy Report) to this Master Agreement.
- f. Issuing Invoice Discrepancy Reports in accordance with Paragraph 5.4.9 (Invoice Discrepancy Report) of this Master Agreement. A sample of the Contract Discrepancy Report is attached as Exhibit E (Invoice Discrepancy Report) to this Master Agreement.

County Project Director and County Project Manager are not authorized to make any changes to any of the terms and conditions of this Master Agreement and are not authorized to further obligate the County in any respect whatsoever.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

A listing of all Contractor Administration referenced in the following Paragraphs are designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor must notify the County in writing of any change in the names or addresses shown.

7.1 Contractor Project Manager

- 7.1.1 Contractor Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County Project Manager on a regular basis with respect to all active Work Orders.

7.1.2 Contractor Project Manager will be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Master Agreement

7.2 Contractor's Authorized Official(s)

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Project Manager. Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor must bear all expenses incurred for the badging.

7.4.2 Contractor is responsible for ensuring that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 Contractor must notify the County within one Business Day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return staff's ID badge to the County on the next Business Day after the employee has terminated employment with Contractor.

7.4.4 If the County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's ID badge to the County on the next Business Day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

7.5.1 At any time prior to or during the Term of this Master Agreement, all Contractor staff, non-employee staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing Services under this Master Agreement must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform Services under this Master Agreement. Such background investigation may include, but will not be limited to, criminal

conviction information obtained through a Driver License check or through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review.

- 7.5.2 County Project Director will schedule the background investigations with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation are at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. The County will not provide to Contractor or to Contractor staff any information obtained through the County's background investigation.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the Term of this Master Agreement.
- 7.5.4 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6

(Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will 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.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit G3 (Contractor Acknowledgement and Confidentiality Agreement) to this Master Agreement.

7.7 Licenses, Permits, Registrations, Accreditation, and Certificates

Contractor must obtain and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's Services under this Master Agreement. Contractor must further ensure that all of its officers, employees, subcontractors, and agents who perform Services hereunder obtain, and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by the County, Contractor must provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to County Project Manager

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the Term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement must be prepared and executed by Contractor and the Sheriff, or his designee.

- 8.1.2 For any change which materially affects the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement must be executed by Contractor and the Board.
- 8.1.3 For any change which does not materially affect the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, a Change Notice to this Master Agreement must be executed by the County Project Director and Contractor Project Manager.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, the Sheriff is authorized to: (a) exercise any option period Term extension of this Master Agreement as defined in Paragraph 4.0 (Term of Master Agreement) and (b) effectuate modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) below, an Amendment to this Master Agreement must be executed by Contractor and the Sheriff or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, 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 will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to this Master Agreement, 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 Master Agreement will be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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, will be a material breach of this Master Agreement which may result in the

termination of this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

8.4.1 Within ten Business Days after this Master Agreement's effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.4.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within ten Business Days for County approval.

8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.

8.4.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.

8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all written responses must be sent to County Project Manager within ten Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, Contractor must 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 Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with 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 Contractor's indemnification obligations under this Paragraph 8.5 (Compliance with Applicable Laws) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will 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.

8.6 Compliance with Civil Rights Laws

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 will, 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
- b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
- c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
- d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master Agreement 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](#).

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its employees will receive from 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 Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by the County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for the County under this Master Agreement, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at

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

- Contractor's violation of this Paragraph 8.7.2 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will 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.
- 8.8.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 8.8 (Conflict of Interest) will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the Services set forth herein, Contractor must 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 Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will 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 Skills and Training to Achieve Readiness Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 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 this Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the

circumstances, and terminate any or all existing Master Agreements that Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement 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, (c) committed an act or offense which indicates a lack of business integrity or business honesty, or (d) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

- a. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c. 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its

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

- e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five years; (ii) the debarment has been in effect for at least five years; and (iii) 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- f. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post Exhibit C (Safely Surrendered Baby Law) poster, to this Master Agreement, in a prominent position at Contractor's place of business. 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/>.

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

- 8.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through a Master Agreement 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.
- 8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 8.15.2 If 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 must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 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 Master Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must 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. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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 Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

- 8.17.1 This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 8.17.2 The County and 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 Change Notices) above 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 Master Agreement.

8.18 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, pandemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), civil disorders, 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").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and

Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. The County will 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 Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor will 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 Contractor pursuant to this Master Agreement.
- 8.21.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) above of this Master Agreement.

8.22 Indemnification

Contractor must 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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 (Insurance Coverage) below of this Master Agreement. 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 Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement

confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing Services under this Master Agreement.

- Renewal Certificates must be provided to the County not less than ten Days prior to 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.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Master Agreement. Certificates must 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 \$50,000.00 dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to the County Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement.
- Contractor also must 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 Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement and could result in the filing of a claim or lawsuit against Contractor and/or the County.

8.23.2 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must 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.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will 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 must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

Coverage must 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.

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, 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 Master Agreement. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow

form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies must 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.

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

8.24.1 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

8.24.2 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 must cover liability arising out of Contractor’s use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

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 must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

8.24.5 General/Aviation Liability: The type and amount of general or aviation liability coverage will depend on whether Contractor is providing maintenance, engineering, and/or repair services that are "critical" (Service Type 1) or "non-critical" (Service Type 2 or Service Type 3) to the safe operations and flight of the aircraft listed in Attachment 1 (Statement of Work) to this Master Agreement.

a. SERVICE TYPE 1 COVERAGE (Required for the Performance of Critical Component Services) - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

	<u>Each Occurrence</u>
Premises/Contractual Liability	\$10 million
Products/Completed Operations	\$10 million
Personal/Advertising Injury	\$10 million
Hangarkeepers Liability (<u>per aircraft</u>)	\$10 million

If written with an annual aggregate limit, the aviation policy limit should be \$25 million.

b. SERVICE TYPE 2 COVERAGE (Required for the Performance of Non-Critical Component Services) - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

	<u>Each Occurrence</u>
Premises/Contractual Liability:	\$5 million
Products/Completed Operations:	\$5 million

Personal/Advertising Injury: \$5 million
 Hangarkeepers Liability (per aircraft): \$5 million

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- c. SERVICE TYPE 3 COVERAGE (Required for the Performance of Completion Services) - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

	<u>Each Occurrence</u>
Premises/Contractual Liability	\$10 million
Products/Completed Operations	\$10 million
Personal/Advertising Injury	\$10 million
Hangarkeepers Liability (<u>per aircraft</u>)	\$10 million

If written with an annual aggregate limit, the aviation policy limit should be \$25 million.

If at any time, Contractor is qualified to perform critical and non-critical Services (Type 1 and/or Type 2 and/or Type 3) as defined in Attachment 1 (Statement of Work) to this Master Agreement, Contractor must carry and maintain the maximum liability coverages defined above in Paragraphs 8.24.5 a, b, and c, throughout the Term of this Master Agreement.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Contractor from the County, will be forwarded to Contractor by County Project Director, in a written notice describing the reasons for said action.
- 8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that County Project Director deems are correctable by Contractor over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:

- a. Deduct from Contractor's payment those applicable portions of the invoice, 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 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 \$200 per Day per infraction and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or
- c. Upon giving five Days notice to 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 Contractor from the County, as determined by the County.

8.25.3 The actions noted in Paragraph 8.25.2 above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This Paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or Paragraph 8.25.2 above, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If Contractor's prices decline or should Contractor at any time during the Term of this Master Agreement 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 Master Agreement, then such lower prices will be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

- 8.27.2 Contractor certifies to the County each of the following:
- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 Contractor must 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 must 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.
- 8.27.4 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.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to

determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non-Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

Contractor must bring to the attention of County Project Manager any dispute between the County and Contractor regarding the performance of Services as stated in this Master Agreement. If County Project Manager is not able to resolve the dispute, the Sheriff or his designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in

Exhibit C (Safely Surrendered Baby Law) to this Master Agreement. Additional information is available at:
<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A (County's Administration) and Exhibit B (Contractor's Administration) to this Master Agreement. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and the County agree that, during the Term of this Master Agreement and for a period of one year thereafter, neither party will 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.

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) below; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will 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.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret," "confidential," or "proprietary," 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.

8.36 Publicity

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

- Contractor must develop all publicity material in a professional manner; and
- During the Term of this Master Agreement, Contractor must not, and will 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 County Project Director. The County will not unreasonably withhold written consent.

8.36.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. 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, will be kept and maintained by Contractor and will be made available to the County during the Term of this Master Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, Contractor must 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.

8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any federal or state auditor, or

by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the Term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference will be either: (a) repaid by 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 Contractor from the County, whether under this Master Agreement 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 Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

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

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

- a. A description of the Work to be performed by the subcontractor;
- b. A draft copy of the proposed subcontract; and

- c. Other pertinent information and/or certifications requested by the County.
- 8.39.3 Contractor must 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 Contractor employees.
- 8.39.4 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Master Agreement. Contractor must notify its subcontractors of this County right.
- 8.39.6 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, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 Contractor will 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.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents to County Contract Compliance Manager as listed in Exhibit A (County's Administration) to this Master Agreement, before any subcontractor employee may perform any Work hereunder.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) above will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) below and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten Days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must immediately:
- Stop Work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to the County all completed Work and Work in process; and
 - Complete performance of such part of the Work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) above.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:
- Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Master Agreement or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, 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. Contractor will 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. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will 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 Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default), it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default), or that the default was excusable under the provisions of Paragraph 8.42.3 above, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) above.
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master

Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 8.43.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor; or
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance

will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will 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 Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.50.1 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.

8.50.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time off For Voting

Contractor must notify its employees and must 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 Days before every statewide election, every Contractor and subcontractors must 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](#).

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

8.53.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to

complete all Work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Contractor's violation of this Paragraph 8.55 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County Policy of Equity

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/>). 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. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or subcontractor ("Vendor/Contractor"), is prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Vendor/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph 8.59, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.6.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.6.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:

- a. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,

- b. In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
- c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:
 - a. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
 - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:
- a. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
 - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

10.0 Survival

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions will survive the expiration or termination of this Master Agreement for any reason:

- Paragraph 1.0 (Applicable Documents)
- Paragraph 2.0 (Definitions)
- Paragraph 3.0 (Work)
- Paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Paragraph 7.6 (Confidentiality)
- Paragraph 8.1 (Amendments and Change Notices)
- Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- Paragraph 8.18 (Fair Labor Standards)
- Paragraph 8.19 (Force Majeure)
- Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)
- Paragraph 8.22 (Indemnification)
- Paragraph 8.23 (General Provisions for all Insurance Coverage)
- Paragraph 8.24 (Insurance Coverage)
- Paragraph 8.25 (Liquidated Damages)
- Paragraph 8.33 (Notices)
- Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.41 (Termination for Convenience)
- Paragraph 8.42 (Termination for Default)
- Paragraph 8.47 (Validity)
- Paragraph 8.48 (Wavier)
- Paragraph 8.57 (Prohibition from Participation in Future Solicitation(s))
- Paragraph 8.59 (Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding)
- Paragraph 10.0 (Survival)

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
AIRPLANE MAINTENANCE, ENGINEERING, AND REPAIR SERVICES**

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

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

[CONTRACTOR]

By (print): _____

Signed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____
Michele Jackson
Principal Deputy County Counsel

**ATTACHMENT 1
STATEMENT OF WORK**

**AIRPLANE MAINTENANCE, ENGINEERING, AND
REPAIR SERVICES**

DRAFT

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 The County of Los Angeles (County) Sheriff's Department (Department) is seeking Qualified Contractors that can provide Airplane Maintenance, Engineering, and Repair Services (Services), on an as-needed basis.
- 1.2 Contractor must provide all necessary labor, tools, equipment, raw materials, supplies, and/or Services necessary to maintain, repair, overhaul, refurbish, complete, and/or modify the existing fleet of Department airplanes and their components, including any future airplanes, after-market parts and components acquired by the Department.
- 1.3 Contractor must provide Services for major repairs, including, but not limited to:
 - Scheduled overhauls of dynamic components,
 - Engines and engine accessories,
 - Engineering support,
 - Structural airframe repairs, and
 - Various non-critical component repairs.
- 1.4 Contractor must be certified, licensed, qualified, and capable of performing all Work requirements specified in Paragraph 3.0 (Specific Work Requirements) below.
- 1.5 Contractor's Services will supplement Work performed by the Department's Aero Bureau, located at 3235 North Lakewood Boulevard, Long Beach, CA 90808.
- 1.6 All Work listed in this Attachment 1 pertains to the following airplanes and to any replacement airplanes acquired and operated by the Department and their parts and components:
 - SERVICE CLASS I – RAYTHEON SUPER KING AIR B200
 - SERVICE CLASS II – CESSNA 210/CESSNA TURBO 210 (T210)

2.0 WORK ORDER PROCESS

- 2.1 The Department's procedures for issuing and executing Work Orders to Contractors are set forth in Paragraph 3.0 (Work) of the Master Agreement and no Work will be performed under the Master Agreement except in accordance with a fully executed Work Order issued pursuant to Paragraph 3.0 (Work) of the Master Agreement.
- 2.2 The execution of a Master Agreement does not guarantee Contractor any minimum amount of Work. The determination as to the need for Services will rest solely within the discretion of the Department.

STATEMENT OF WORK

- 2.3 All airplane parts and related components will be delivered to Contractor and returned by Contractor to the point of origination upon completion of the job at the County's expense. Work may be performed by Contractor at the Department's Aero Bureau facility.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Service Type 1 – Critical Component Services

Critical Services and repairs, as defined by the Department, are Services which directly affect the flight and operation of an airplane or adversely affects the Department's delivery of one or more essential services as determined by the County, in its sole discretion.

3.1.1 Dynamic Components

Contractor must provide, on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform dynamic component repairs or overhauls to Department-owned and operated airplanes.

Examples of repair, overhaul, part and/or component replacement Work to be performed include, but are not limited to, the following:

a. Propeller(s) and Related Components

Repair, overhaul, static and dynamic balancing, or replacement as required.

b. Propeller Governor

Repair, overhaul, or replacement as required.

c. Specialized Services

Non-destructive testing and technical engineering support.

3.1.2 Powerplants

Contractor must provide, on an as-needed, intermittent, and temporary basis all parts, components, labor, and incidental materials necessary to perform scheduled and unscheduled powerplant (engine) repairs or overhauls to Department-owned and operated airplanes.

Examples of repair, overhaul, part and/or component replacement Work to be performed include, but are not limited to, the following:

a. Engine Overhaul

Inspect, repair, or replace engine components at prescribed engine time-life.

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b. Engine Mid-life Inspection/Overhaul

Inspect, repair, or replace engine components at prescribed engine time-life.

c. Compressor Section

Inspect, repair, overhaul or replace all internal and external components.

d. Accessory Gear Box

Inspect, repair, overhaul or replace all internal and external components.

e. Turbine/Modular Sections

Inspect, repair, overhaul or replace all internal components and all other related turbine section components.

f. Combustion Section

Inspect, repair, overhaul, or replace all internal and external components.

g. Engine Accessories

Inspect, test, repair, overhaul, or replace all engine accessories and components.

h. Quality Assurance

As required, conduct a teardown inspection to determine the extent of repairs necessary and provide an accurate cost estimate. After the repairs have been completed, Contractor must perform a quality assurance inspection to ensure all Work has been performed, in accordance with factory prescribed maintenance procedures and provide written documentation certifying the Work performed.

i. Warranty

Warrant all inspections, repairs, overhauls, or replacement of dynamic components, powerplants, and related components against defects resulting from Services rendered for a period of not less than 180 Days or 300 flight hours from date of acceptance by the Department, whichever occurs first, unless otherwise warranted by parts supplier. If any defect is discovered during the warranty period, Contractor, must either repair or replace the defective component at no additional cost to the Department.

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j. Performance Assurance

Provide performance assurance on all turbine overhauls equal to or greater than manufacturer engine specifications, unless otherwise specified.

3.1.3 Airframes

Contractor must provide, on an as-needed, intermittent, and temporary basis all parts, components, labor, and incidental materials necessary to perform scheduled and unscheduled structural airframe inspections and/or repairs on Department-owned and operated airplanes.

Examples of repairs and/or phase inspections, part and/or component replacement Work to be performed include, but are not limited to, the following:

a. Airframe Sheet Metal and Composite Surface Repairs

Structural repair Work involving sheet metal and composite materials to the basic airframe, landing gears, cowlings, doors, and all internal cabin metal surfaces, structures, and instrument panels, including airplane painting and exterior finishes.

b. Hydraulic, Lubrication, Braking, Pressurization, and Deicing, and Associated Components

Inspect, test, repair, overhaul or replace all internal and external components.

c. Electrical, Lighting, and Fuel Systems

Inspect, test, repair, overhaul or replace all electronic and electrical components.

d. Landing Gear

Inspect, repair, overhaul, or replace all parts and related components.

e. Flight Control Systems

Inspect, repair, overhaul, or replace and return to service all flight control system parts and related components.

f. Airframe Inspections

Perform scheduled airframe phase maintenance or inspections in accordance with manufacturer specifications.

3.1.4 Avionics and Navigation Systems

Contractor must provide, on an as-needed, intermittent, and temporary basis, all parts, components, labor, and incidental

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materials necessary to perform avionics and navigation system repairs, overhaul Services, part and/or component replacement on Department-owned and operated airplanes.

3.2 Service Type 2 – Non-Critical Component Services

Non-critical Services and repairs, as defined by the Department, are Services which do not directly affect the flight and operation of an airplane.

Contractor must provide, on an as-needed, intermittent, and temporary basis all parts, components, labor, and incidental materials necessary to perform non-critical repairs, overhaul services, part and/or component replacement on Department-owned and operated airplanes.

Examples of repairs, overhaul, part and/or component replacement Work to be performed include, but are not limited to, the following:

- a. Night vision lighting/alternate lighting,
- b. Thermal imagers and video cameras,
- c. Overlay panel,
- d. Moving map,
- e. Communication radios,
- f. Public announcement and siren system,
- g. Air conditioning systems and instruments,
- h. Interior repair and replacement of all interior components and accessories including seats, upholstery, paneling, floors and surfaces, environmental systems and compartments including airplane paint and interior finishes,
- i. Interior washing, detailing, and cleaning,
- j. Exterior washing, detailing, and cleaning, and
- k. All other non-critical special-mission equipment.

3.3 Service Type 3 – Completion Services

3.3.1 Completion Services is defined as the furnishing, engineering, and/or installation of avionics, communications, and law enforcement-mission equipment within a new or used, unequipped or minimally equipped airplane acquired by the Department.

3.3.2 Contractor or their authorized subcontractor must provide to the Department on an as-needed basis all parts, labor, and incidental materials necessary to perform required Completion Services/

STATEMENT OF WORK

- 3.3.3 All Completion Services must be performed at one of the following:
- a. Contractor's certificated repair station approved by Federal Aviation Administration (FAA) under Federal Aviation Regulation 14 C.F.R Part 145, or
 - b. Certificated Approved Maintenance Organization (AMO) approved by Transport Canada under Canadian Aviation Regulation, Part V, subpart 73, or
 - c. At a facility approved by the Department.
- 3.3.4 All airplanes will be delivered to Contractor and returned to the Department by Aero Bureau staff.

4.0 PARTS AND MATERIAL REQUIREMENTS

For each Service Class and Service Type defined above, the following will apply:

4.1 Parts Procurement, Engineering, and Technical Assistance, and Product Support

a. Part/Component Procurement

i. New Parts:

Contractor must provide, on an as-needed basis new manufacturer-approved airplane parts and components. Parts and components must be new, unused, and not reconditioned or refurbished. All parts and components must be delivered to the Department's Aero Bureau Facility.

ii. Repaired Parts:

Contractor must provide, on an as-needed basis, factory-approved repaired or certified overhauled replacement airplane parts and components obtained directly from the Original Equipment Manufacturer (OEM), factory-authorized parts distributors or service centers, and/or vendors authorized by the OEM to manufacture and sell duplicate parts under Parts Manufacturing Authority (PMA). Contractor must additionally certify that all repaired parts and components sold to the County meet aircraft airworthiness and safety standards as established by Federal Aviation Regulations and/or aircraft manufacturer. All repaired parts and components must be delivered to the Department's Aero Bureau facility.

iii. Parts and Components Rental:

Upon request, Contractor must provide airplane parts and components to the Department on a rental basis. Rentals will be on a fixed price/not-to-exceed cost as referenced in Exhibit I (Certification of Pricing) to the Master Agreement. The determination

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of the acceptable condition of parts and/or components will be at the discretion of the Department.

b. Engineering and Technical Assistance

Contractor must provide engineering and technical assistance for Department-owned and operated airplanes for specific projects associated with airplane modifications, maintenance programs, and/or Type Certification or Supplemental Type Certification, requiring FAA approval or compliance with technical specifications as specified by the airplane manufacturer and/or FAA.

c. Product Support

Contractor must provide required product support through resources such as the research and development of special parts, tools and/or modifications needed to support the Department's airplane fleet. If special parts and components cannot be obtained from the aircraft manufacturer, authorized parts distributors or vendors authorized by the OEM to manufacture to sell duplicate parts in order to perform the Work. Contractor must design, engineer, manufacture and/or arrange approval of special parts and/or tooling needed to support a specific airplane repair or modification. Contractor must obtain approval from either the FAA, the airplane manufacturer, or an airplane airworthiness authority.

When requested, Contractor must provide product support to Department employees for parts and components purchased through Contractor to perform maintenance repairs and/or component overhaul or replacement.

4.2 **Materials and Supplies**

The Master Agreement is intended to acquire airplane maintenance, engineering, and repair services and to purchase airplane parts, components, raw materials, and supplies incidental to the required repair Work and/or Services. To mitigate repair costs, the Department reserves the right to provide Contractor with after-market, serviceable components in either new or certified overhauled condition to be used in repair, overall, or replacement Work.

4.3 **Material Standards**

When an article is mentioned by trade name or by a manufacturer's name, it is intended to establish a standard of merit. Articles from other manufacturers may be used provided they are of the same type and of equal or greater quality. The Department will be the sole judge as to "equal". All materials and equipment must be new, or certified overhauled and installed as recommended by the manufacturer. All materials and equipment must be properly tested, regulated, adjusted, and placed in proper operating condition before Work will be accepted by the County.

STATEMENT OF WORK

5.0 ACCEPTABILITY OF WORK/DELIVERY

All Work must be completed within the time frame set forth on the Work Order for the specific job. All Work must be done in a professional manner and must be acceptable to technically qualified Department personnel.

6.0 DISCREPANCIES

If the Department determines the Work is not complete, not performed to industry/aviation standard, or for any other reason not acceptable, County Project Manager will notify Contractor in writing or by telephone and request a meeting to resolve the discrepancy. Representatives of the Department and Contractor must meet at the Department's Aero Bureau facility, a mutually agreed upon location, or via video conference within ten Days of the date of notification by the Department. Contractor will not be paid for Work until all discrepancies are resolved.

7.0 CONTRACTOR'S RESPONSIBILITIES

- 7.1 All damages incurred to Department airplane(s) by Contractor must be repaired or replaced at Contractor's sole expense.
- 7.2 All repairs or replacements must be completed within the time requirement determined by the Department. If Contractor fails to repair or replace damaged property, the Department will deduct the cost of repairs for damages, as determined by the Department, from existing unpaid invoices due to Contractor, from future invoices submitted by Contractor, or bill Contractor and the provisions of Paragraph 8.15 (Damage to County Facilities, Buildings or Grounds) of the Master Agreement will apply.
- 7.3 Upon completion of Work, Contractor must remove remaining excess materials from the airplane and/or components. Any dirt or stains caused by Contractor while performing Work must be cleaned and removed.

8.0 GUARANTEE

- 8.1 Contractor must guarantee all materials and workmanship for a period of 180 Days or 300 flight hours from date of acceptance by the Department, unless otherwise agreed to in writing to different terms of guarantee by Contractor and County Project Manager. Date of Acceptance is defined as the date the County Project Manager signs off (approves) that Work was accepted.
- 8.2 If Contractor fails to make proper repairs under this guarantee, the Department may deduct the cost of repairs, as determined by the Department, from existing unpaid invoices due to Contractor, from future invoices submitted by Contractor, or bill Contractor for the cost of repairs.
- 8.3 In addition, the Department, in its sole discretion, may return to Contractor any nonconforming or defective parts or components and require timely correction or replacement of returned parts and components. Contractor

STATEMENT OF WORK

must bear full responsibility for risk of loss or damage and full transportation charges.

9.0 MEETINGS

During the Term of the Master Agreement, Contractor may be required to meet with the Department as necessary, in person, by phone, or via video conference. The purpose of these meetings will be to discuss and resolve problems, issues, concerns, readjust assignments, and working schedules to ensure the needs of the Department are met and the terms and conditions of the Master Agreement are adhered to. The Department will notify Contractor, in writing, seven Days prior to the meeting as to the date, time, and location (if applicable) of the meeting.

10.0 QUALITY ASSURANCE

- 10.1 The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as defined in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.
- 10.2 Contractor's quality control supervisor or authorized representative must inspect the completed Work and will determine whether the Work has been completed in accordance with manufacturer specifications. All Work must be completed in accordance with accepted practices, safety standards, and Federal Aviation Regulations. All Work documents must be signed by the quality control supervisor or authorized representative verifying the Work meets or exceeds airworthiness standards and the airplane has been returned to airworthy condition.
- 10.3 Contractor must correct defective materials and/or workmanship, at Contractor's expense, prior to payment by the Department for Work performed on a fully executed Work Order.
- 10.4 The Department reserves the right to conduct defect inspections at Contractor's facility.

11.0 CONTRACT DISCREPANCY REPORT (CDR)

- 11.1 The County will notify Contractor, in writing, of any contract discrepancy as soon as possible whenever a contract discrepancy is identified. The problem will be resolved within a period mutually agreed upon by the County and Contractor.
- 11.2 County Project Manager will determine whether a CDR (refer to Exhibit D to the Master Agreement) will be issued. Upon receipt of a CDR, Contractor is required to respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to County Project Manager within ten Business Days of receipt of a CDR.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACT COMPLIANCE MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



SAFELY SURRENDERED BABY LAW

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

1.877.222.9723
BabySafeLA.org

**THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.**

BabySafeLA.org

No shame | No blame | No names

SAFELY SURRENDERED BABY LAW



FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared by County: _____ Master Agreement No.: _____

Received by Contractor: _____

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 and Date _____

Contractor Representative's Signature and Date _____

INVOICE DISCREPANCY REPORT

1. INVOICE DISCREPANCY (to be completed by County Project Manager)

Today's Date: _____ Master Agreement No.: _____

Contractor: _____

Phone Number: _____

Invoice Number: _____ Date of Invoice: _____

Description of Issue(s) with Invoice: _____

Signed: _____ Date: _____

County Project Manager

2. REVIEWED

Signed: _____ Date: _____

County Project Director

3. CONTRACTOR RESPONSE (to be completed by Contractor Project Director)

Date received from County Project Manager: _____

Explanation regarding Issue(s) with Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____

Contractor Project Director

4. COUNTY EVALUATION of Contractor's Response and Action taken.

5. APPROVED BY COUNTY

_____ Date: _____

_____ Date: _____

6. CONTRACTOR NOTIFIED ON _____ Date: _____

INSTRUCTIONS

County Project Manager: Forward IDR to Contractor for investigation and response.
Contractor: Must respond to County Project Manager in writing within five Business Days of receipt of IDR.
County Project Manager: Forward completed IDR to Contracts Unit.

SAMPLE WORK ORDER



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AERO BUREAU
 3235 Lakewood Blvd
 Long Beach, CA 90808
 Phone: (562) 429-5997
 Fax: (562) 420-3197

CONTRACTOR	MASTER AGREEMENT NUMBER	PURCHASE ORDER NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX
CONTRACTOR ADDRESS		
ISSUED/ORDERED DATE	AIRCRAFT	COMPLETED DATE
ORDERED BY	SHIPPED VIA	COMPLETED BY

ITEM	QTY	DESCRIPTION	PRICE	TOTAL	B/O	RECD
			SUBTOTAL			
			____ % TAX			
			SHIPPING			
			TOTAL EST			

REVIEWED BY COUNTY PROJECT MANAGER (Signature and Employee No.)	DATE
APPROVED BY COUNTY PROJECT DIRECTOR (Signature and Employee No.)	DATE

1. Prepare this order in accordance with the prices, terms, delivery method, and specifications listed above.
2. Notify us immediately if you are unable to ship as specified.
3. Send all correspondence to address above.

**AIRPLANE MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
MASTER AGREEMENT WORK ORDER
CERTIFICATION OF EMPLOYEE STATUS**

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

CONTRACTOR NAME

Work Order No. _____

Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

**AIRPLANE MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
MASTER AGREEMENT WORK ORDER
CERTIFICATION OF NO CONFLICT OF INTEREST**

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

CONTRACTOR NAME

Work Order No. _____ Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the County will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
 - 1. Employees of the County or of public agencies for which the board of supervisors is the governing body;
 - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor’s behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

AIRPLANE MAINTENANCE, ENGINEERING, AND REPAIR SERVICES MASTER AGREEMENT WORK ORDER

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No. _____

Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Printed Name of Authorized Official: _____

Title of Authorized Official: _____

SERVICE CATEGORY CHECKLIST

Contractor asserts that it can provide Airplane Maintenance, Engineering, and Repair Services in the following areas:

SERVICE CLASS I **RAYTHEON SUPER KING AIR B200**
SERVICE CLASS II **CESSNA 210 AND/OR CESSNA TURBO 210 (T210)**

Check ALL categories that best describe your area(s) of expertise.

SERVICE TYPE 1 - CRITICAL COMPONENTS SERVICES

Dynamic Components Paragraph 3.1.1 of Attachment 1 (Statement of Work)		<input type="checkbox"/>	<input type="checkbox"/>
a. Propeller(s) and Related Components		<input type="checkbox"/>	<input type="checkbox"/>
b. Propeller Governor		<input type="checkbox"/>	<input type="checkbox"/>
c. Specialized Services (non-destructive testing and technical engineering support)		<input type="checkbox"/>	<input type="checkbox"/>
Powerplants Paragraph 3.1.2 of Attachment 1 (Statement of Work)		<input type="checkbox"/>	<input type="checkbox"/>
a. Engine Overhaul		<input type="checkbox"/>	<input type="checkbox"/>
b. Engine mid-life inspections/overhaul		<input type="checkbox"/>	<input type="checkbox"/>
c. Compressor Section		<input type="checkbox"/>	<input type="checkbox"/>
d. Accessory Gear Box		<input type="checkbox"/>	<input type="checkbox"/>
e. Turbine/Modular Sections		<input type="checkbox"/>	<input type="checkbox"/>
f. Combustion Section		<input type="checkbox"/>	<input type="checkbox"/>
g. Engine Accessories		<input type="checkbox"/>	<input type="checkbox"/>
h. Quality Assurance		<input type="checkbox"/>	<input type="checkbox"/>
i. Warranty		<input type="checkbox"/>	<input type="checkbox"/>
j. Performance Assurance		<input type="checkbox"/>	<input type="checkbox"/>
Airframe Paragraph 3.1.3 of Attachment 1 (Statement of Work)		<input type="checkbox"/>	<input type="checkbox"/>
a. Airframe Sheet Metal and Composite Surface Repairs		<input type="checkbox"/>	<input type="checkbox"/>
b. Hydraulic, Lubrication, Braking, Pressurization, Deicing, and Associated Components		<input type="checkbox"/>	<input type="checkbox"/>
c. Electrical, Lighting, and Fuel Systems		<input type="checkbox"/>	<input type="checkbox"/>
d. Landing Gear		<input type="checkbox"/>	<input type="checkbox"/>
d. Flight Control Systems		<input type="checkbox"/>	<input type="checkbox"/>
f. Airframe Inspections		<input type="checkbox"/>	<input type="checkbox"/>
Avionics and Navigation Systems Paragraph 3.1.4 of Attachment 1 (Statement of Work)		<input type="checkbox"/>	<input type="checkbox"/>
System repair, overhaul Services, part and/or component replacement		<input type="checkbox"/>	<input type="checkbox"/>

SERVICE CATEGORY CHECKLIST

Contractor asserts that it can provide Airplane Maintenance, Engineering, and Repair Services in the following areas:

SERVICE CLASS I RAYTHEON SUPER KING AIR B200
SERVICE CLASS II CESSNA 210 AND/OR CESSNA TURBO 210 (T210)

Check ALL categories that best describe your area(s) of expertise.

SERVICE TYPE 2 - NON-CRITICAL COMPONENT SERVICES

Paragraph 3.2 of Attachment 1 (Statement of Work)

a. Night Vision Lighting/Alternate Lighting		
b. Thermal Imagers and Video Cameras		
c. Overlay Panel		
d. Moving Map		
e. Communication Radios		
f. Public Announcement and Siren System		
g. Air Conditioning Systems and Instruments		
h. Interior repair and replacement of all interior components and accessories including seats, upholstery, paneling, floors and surfaces, environmental systems and compartments including airplane paint and interior finishes		
i. Interior Washing, Detailing, and Cleaning		
j. Exterior Washing, Detailing, and Cleaning		
k. All other non-critical special-mission equipment (list below):		
i.		
ii.		
iii.		
iv.		
v.		

SERVICE TYPE 3 - COMPLETION SERVICES

Paragraph 3.3 of Attachment 1 (Statement of Work)

Furnishing, engineering, and/or installation of avionics, communications, and law enforcement mission equipment within a new or used, unequipped or minimally equipped airplane. Note: Work Orders for Completion Services are subject to special terms and conditions which may supersede the Master Agreement.		
---	--	--

 Signature of Authorized Official

 Date

 Printed Name of Authorized Official

 Title of Authorized Official

CERTIFICATION OF PRICING

Contractor certifies that the pricing for parts, components, and/or raw materials will maintain the following cost-plus percentage for the term of this Master Agreement:

PARTS, COMPONENTS, AND/OR RAW MATERIALS	PRICING
<ul style="list-style-type: none"> • OEM new parts & consumables • OEM or OEM reseller parts & components • OEM or OEM reseller exchanges & rentals • Raw materials 	Actual Cost-plus 5%

Actual Cost = cost to acquire the parts, components, and/or raw materials necessary to complete a Work Order issued by the County, based on current year proprietary price books, as set forth in Paragraph 5.4.3 of this Master Agreement. Not applicable if Contractor is the Original Equipment Manufacturer (OEM) of said parts, components, and/or raw materials or the certifying authority of said parts, components, and/or raw materials that are supplied to the OEM.

PRICE GUARANTEE: In the event of a price decline during the term of this Master Agreement, if Contractor sells the same material or service under similar quantity and delivery conditions to the State of California, its legal district, or any county or Municipality within the State of California, Contractor must immediately extend these lower prices to the County.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

SUBSEQUENT EXECUTED WORK ORDERS

(NOT ATTACHED BUT INCORPORATED HEREIN BY REFERENCE)

DRAFT

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/24/2024	
BOARD MEETING DATE	8/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Probation	
SUBJECT	Approval of a Sole Source Contract with the Los Angeles County Office of Education to Provide Comprehensive Education Advocacy and Support Services	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The Los Angeles County Office of Education will provide comprehensive education advocacy and support services to foster youth and justice-involved youth under Probation's supervision.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost:	Funding source:
	\$500,000	Family First Transition Act
	TERMS (if applicable): three (3) one-year option periods	
	Explanation:	
PURPOSE OF REQUEST	Provide comprehensive education advocacy and support to both foster youth under probation supervision and justice-involved youth.	
BACKGROUND (include internal/external issues that may exist including any related motions)	LACOE will provide certified educational experts, specifically a Senior Program Specialist, to provide liaison support to Probation's Child Trafficking Unit, and its Youth Development Services (YDS) divisions, and to other Probation operations that provide direct services to foster youth including, Deputy Probation Officers (DPOs), parents, caregivers, participants, and Education Rights Holders. These services will ensure the educational needs and rights of foster youth under probation supervision and of justice-involved youth, are addressed and that they both receive and have access to, academic assistance, educational resources, programs, services, and benefits.	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Care First, Jails Last: This priority aims to reduce the use of jails and address social issues.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Robert Smythe, Administrative Deputy: (562) 940-2516 Robert.Smythe@probation.lacounty.gov	



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



GUILLERMO VIERA ROSA
Chief Probation Officer

August 6, 2024

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

Dear Supervisors:

APPROVAL OF A SOLE SOURCE CONTRACT WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION TO PROVIDE COMPREHENSIVE EDUCATION ADVOCACY AND SUPPORT SERVICES

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a sole source Contract with the Los Angeles County Office of Education (LACOE) for the purpose of providing comprehensive education advocacy and support services for the County of Los Angeles Probation Department (Probation).

IT IS RECOMMENDED THAT YOUR BOARD

1. Delegate authority to the Chief Probation Officer or his designee to execute the attached sole source contract with LACOE (Attachment I), upon approval as to form by County Counsel, for the purpose of providing comprehensive education advocacy and support services to both foster youth under probation supervision and justice-involved youth, commencing upon execution by the Chief Probation Officer or his designee for an initial term of two (2) years, estimated at \$500,000, with the option to extend for an additional three (3) years, separated into one-year option periods, upon available funding.
2. Delegate authority to the Chief Probation Officer or his designee to prepare and execute amendments to extend the contract for an additional six (6) months 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 approve; 1) non-material, technical, and administrative changes to the contract, 2) necessary

changes to the scope of service, contract sum, and if necessary, 3) termination for convenience of, in whole or in part, the contract with LACOE.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of a sole source Contract (Attachment I) with LACOE to provide comprehensive education advocacy and support to both foster youth under probation supervision and justice-involved youth.

LACOE will provide certified educational experts, specifically a Senior Program Specialist, to provide liaison support to Probation's Child Trafficking Unit, and its Youth Development Services (YDS) divisions, and to other Probation operations that provide direct services to foster youth including, Deputy Probation Officers (DPOs), parents, caregivers, participants, and Education Rights Holders.

These services will ensure the educational needs and rights of foster youth under probation supervision and of justice-involved youth, are addressed and that they both receive and have access to, academic assistance, educational resources, programs, services, and benefits.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.1 to Increase our Focus on Prevention Initiatives.

FINANCIAL IMPACT/FINANCING

The estimated contract amount of \$500,000 is for a two-year period and is fully funded under the Family First Transition Act – Funding Certainty Grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this Contract shall commence upon Board approval for an initial term of two (2) years, with the option to extend for an additional three (3) years, separated into one-year option periods. There is no impact to departmental relations since this is not a Proposition A contract. Probation has 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 those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/START participants for employment openings, compliance with the Jury Service Ordinance, and the Safely Surrendered Baby law. The County will not request the Contractor to perform services that exceed the Board-approved delegated authority.

CONTRACTING PROCESS

The Sole Source Checklist (Attachment II) has been approved by the Chief Executive Office. In accordance with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, Probation advised the Board on April 30, 2024, of its intent to enter a sole source contract with LACOE (Attachment III).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this sole source Contract (Attachment I) will enable Probation to provide education transition services to Probation foster youth and justice-involved youth.

Respectfully submitted,

GUILLERMO VIERA ROSA
Chief Probation Officer

GVR:TH:YT:bj

Enclosures

c: Executive Officer
Chief Executive Officer
County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LOS ANGELES COUNTY OFFICE OF EDUCATION

TO PROVIDE

**COMPREHENSIVE EDUCATIONAL ADVOCACY
AND SUPPORT**

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STANDARD EXHIBITS

A Statement of Work (SOW).....

B Budget Sheet

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L Intentionally Omitted

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N Business Associate Agreement under the Health Insurance Portability and
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O Charitable Contributions Certification.....

P Background Request Forms.....

Q Intentionally Omitted

R Defaulted Property Tax Reduction Program/Form

S Contract Discrepancy Report.....

T Confidentiality of CORI Information.....

U Performance Requirements Summary (PRS) Chart.....

V Probation Area Offices.....

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
EDUCATION TRANSITION SERVICES**

This Contract (“Contract”) made and entered into this ___ day of _____, 2024 by and between the County of Los Angeles, hereinafter referred to as County and Los Angeles County Office of Education, hereinafter referred to as “Contractor”. Los Angeles County Office of Education is located at 9300 Imperial Highway, Downey, CA 90242.

RECITALS

WHEREAS, the County of Los Angeles Probation Department may Contract with an entity for Education Transition Services when certain requirements are met; and

WHEREAS, the Contractor is an entity specializing in providing Education Transition Services; and

WHEREAS, the County through its Probation Officer, is authorized to Contract under California Governmental Code Section 31000 and Education Code section 48645.2 which allows the county superintendent of schools to contract with the County Board of Supervisors for the administration and operation of juvenile court schools.

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, G1, G2, G3, G4, H, I, N, O, P, R, S, T, U, and V 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 - Budget 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 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
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Intentionally Omitted
- 1.11 Exhibit K - Intentionally Omitted
- 1.12 Exhibit L - Intentionally Omitted
- 1.13 Exhibit M - Intentionally Omitted
- 1.14 Exhibit N - 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 - Probation Area Offices

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/Coordinator:** 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 _____ through _____, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and/or

his designee and the authorized official of the Contractor, by mutual written agreement, for three (3) additional one (1) year period 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 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 (Budget Sheet). Probation's Contract Sum, inclusive of all applicable taxes, is estimated at **\$500,000** for the initial term of the Contract. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.
- 5.1.2 The Contractor shall submit monthly invoices for actual service units provided by the Contractor under this Contract consistent with Exhibit B (Budget Sheet). The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Budget 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 (Budget 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 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Placement Services
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/Coordinator 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/Coordinator pursuant to Section 6.3 (Project Director/Coordinator) 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/Coordinator.

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 and Juvenile Records

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

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI 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 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, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against 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, County shall be entitled to pursue the same remedies against contractor as it could pursue in

the event of default by contractor.

8.3 Authorization Warranty

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-START 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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-START participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: gainstart@dpss.lacounty.gov and <mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV> and

DPSS will refer qualified GAIN-START job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN-START 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:

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

E-mail address: Baldomar.Jauregui@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 7921 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:

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

E-mail address: Baldomar.Jauregui@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 sixty (60) 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 or <https://fraud.lacounty.gov> .

- 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 Hiring Practices

The Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. 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 Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

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

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

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

10 SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration- Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 9.5	Contractor's Charitable Activities Compliance
Paragraph 10.0	Survival

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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 _____
CHIEF PROBATION OFFICER

(Contractor Name)

By _____
Signature

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

DAWYN HARRISON
COUNTY COUNSEL

By _____
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 Los Angeles County Office of Education (LACOE) is partnering with the Los Angeles County Probation Department (Probation) to provide comprehensive educational advocacy and support to current and former foster youth under probation supervision, and justice-involved youth (hereinafter referred as “participants”). Services will be provided from LACOE’s district office and will travel to Probation’s Probation Sites listed in Exhibit V as needed (Probation Sites).
- 1.2 The SPS facilitated by LACOE will provide a certificated expert – Senior Program Specialist (SPS) to provide liaison support to the Department of Probation’s Placement, Residential Based Services (RBS), Child Trafficking Unit, and Youth Development Services (YDS) divisions, other Probation operations that provide direct services to foster youth including, Deputy Probation Officers (DPOs), parents, caregivers, participant, and Education Rights Holders. The SPS will assist participants in navigating the educational system in Los Angeles County. These services ensure the educational needs and rights of the participants under the supervision of Probation, are addressed and that they receive and have access to, academic assistance, educational resources, programs, services, and benefits.

2.0 SPECIFIC TASKS

- 2.1 LACOE shall provide the services specified in this Contract to, DPOs, authorized Probation staff, parents, caregivers, participant, Education Rights Holder, and school personnel for the benefit of the participants under Probation supervision, throughout the County of Los Angeles.
- 2.2 Designated, approved Probation staff will use agreed upon referral forms or direct email to request assistance and documentation from LACOE’s Senior Program Specialist (SPS). The referral form and/or email will provide the participants’ identification information and specific request for the participant. All referrals should originate from Probation. Self-referrals by LACOE SPS are not permitted.
 - 2.2.1 The agreed upon referral form will be completed and submitted to the probplacserv@lacoedu.edu email by the DPO to the LACOE SPS for processing.
 - 2.2.2 The SPS will contact (via phone or email) the referring DPO

with areas of concerns within two (2) business days.

2.2.3 The SPS will return referral via email to the referring DPO. with final actions taken within Thirty (30) days.

2.3 LACOE shall provide the following services which shall include, but not limited to:

2.3.1 School placement referrals and assistance for participant who need immediate enrollment in school;

2.3.2 Assistance with the identification and referrals to resources for participant reported to have school issues, in or in danger of academic decline, or in need of interventions;

2.3.3 Acquisition and review of educational records used in identifying academic needs and/or provide to Probation staff for case management purposes;

2.3.4 Assistance to participant requiring resources to aid in the clearing of district expulsions;

2.3.5 Assistance with ensuring participant that have satisfactorily completed coursework at prior schools have been properly awarded credits (partial or whole) toward graduation;

2.3.6 Assistance and resources for participant and their families with navigating through the special education assessment process;

2.3.7 Outreach to schools and districts to develop partnerships with them regarding participation in programs that promote the educational advancement of the participants;

2.3.8 Partner with Probation to train school districts, caregivers and Education Rights Holders;

2.3.9 SPS will attend monthly general staff meetings and present as needed to RBS staff and team members;

2.3.10 Participate in meetings related to referrals and participant progress as scheduled by Probation, which may also include the participant, the caregiver, DPO, and/or the school counselor/administrator.

2.3.11 Complete education assessment and documentation for 241.1 participant; including but not limited to CFT documentation completion and/ or meeting participation.

2.4 PROBATION RESPONSIBILITIES

- 2.4.1 Probation will provide LACOE staff with Probation policy information and procedural requirements that pertain to the LACOE SPS job duties.
- 2.4.2 Probation will provide LACOE with workspace including secured Internet access in each Probation Sites if needed.
- 2.4.3 Probation will invite the LACOE SPS to the pertinent/relevant division general staff meeting as needed.
- 2.4.4 Probation will notify LACOE thirty (30) days in advance of any changes in servicing needs and/or work location changes per Section 2.11.2.
- 2.4.5 Probation shall meet regularly with the LACOE SPS to ensure coordination, review processes and to collaboratively develop solutions as issues arise.

2.5 LACOE's RESPONSIBILITIES

- 2.5.1 LACOE shall ensure that only the LACOE SPS whose credentials are, or were issued by, the Certification, Assignment and Waivers Division of the California Commission on Teacher Credentialing, as set forth in the California Education Code and the California Code of Regulations, Title 5, are to provide the LACOE SPS services required in this Statement of Work (SOW).
 - 2.5.2 LACOE shall maintain a workspace with access to a telephone and e-mail address of an assigned LACOE manager who can respond to inquiries and concerns.
 - 2.5.3 LACOE SPS shall be available during normal business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, except LACOE and PROBATION holidays, to provide services to DPOs, Probation Sites and Administrative staff, as well as parents, caregivers, participant, Education Rights Holder and school or district staff, unless engaged in assisting with school site educational services, as outlined in the SOW.
- 2.6 LACOE shall provide a copy of holidays to Probation Program Manager at the beginning of each year.
 - 2.7 LACOE shall furnish SPS with all equipment and proper supplies to comply with the requirements of this Contract, including, but not limited to wireless mobile devices, computers, and software

2.8 LACOE shall inform the appropriate County Program Manager should the SPS or immediate family member of the staff become or are currently under the jurisdiction of Probation.

2.9 **LACOE'S SPS STAFF**

2.9.1 LACOE shall provide one (1) SPS daily, with a plan for coverage of staff being out due to illness or vacation.

2.9.1.1 SPS will be located at the LACOE district office. But will be able to travel to Probation Sites and offsite meetings as needed.

2.9.1.2 The SPS staff shall meet the education and work experience specified herein. The minimum qualifications for the SPS are as follows:

2.9.1.2.1 Bachelor's degree from an accredited college/university.

2.9.1.2.2 The following minimum requirements regarding education credentials and education-related work experience as a LACOE employee:

2.9.1.2.3 A valid California Pupil Personnel Services Credential in School Counseling and Guidance with a Child Welfare and Attendance Specialty with at least three consecutive years of experience within the last five years.

2.9.2 General Requirements

LACOE shall be responsible for securing and maintaining staff that meet the minimum qualifications, experience, and expertise, as specified herein, to provide the services in accordance with this Contract.

2.9.2.1 LACOE in accordance with Human Resource's policies and procedures shall ensure that criminal clearances and background checks have been conducted for its SPS prior to providing Contract services.

2.9.2.2 LACOE shall obtain written verification of the required degrees and licenses for its professional staff, including verification for SPS with foreign degrees that meet the requirements of a U.S. Secretary of Education authorized accrediting agency.

- 2.9.2.3 LACOE's SPS staff shall be able to read, write, speak, and understand English in order to conduct business with Probation. The ability to read, write and understand other languages may apply as specified herein.
- 2.9.2.4 LACOE shall maintain records that its staff receives:
 - 2.9.2.4.1 Annual staff evaluations on service delivery skills, quality and quantity of work product and attendance;
 - 2.9.2.4.2 Supervision and training relevant to the services to be provided; and
 - 2.9.2.4.3 Policies regarding ethical procedures to ensure appropriate interaction with Probation staff, parents, participant, caregivers, and school administrators.
- 2.9.2.5 LACOE will meet regularly with its SPS staff to discuss procedures including, but not limited to, new referrals, progress reviews, program implementation and coordination at the selected sites. Documentation of such meetings can be made available for Probation review upon request.
- 2.9.2.6 LACOE and its staff shall report serious behavior incidents, serious injuries, unauthorized absences, and any incidents of abuse or neglect in accordance with their Mandated Reporter designation.
- 2.9.2.7 LACOE shall notify Probation in writing of any change in its key personnel as feasible thirty (30) days in advance prior to the proposed change.
- 2.9.2.8 LACOE shall ensure that no interruption of service occurs as a result of any change in personnel.

2.10 LACOE Manager

LACOE shall appoint a Manager and a designated alternate to manage activities and the delivery of services in accordance with this Contract.

2.10.2 LACOE shall provide a telephone number and email address where the Manager can be reached Monday through Friday from 8:30 a.m. to 4:30 p.m., except holidays.

2.10.3 LACOE Manager shall respond to the extent possible within two business days to all calls, emails, and/or reports regarding LACOE

performance issues. The responsibilities of the LACOE Manager shall include, but not be limited to:

- 2.10.3.3 Management and oversight of the work specified in this Contract;
- 2.10.3.4 Oversee the hiring and training of staff for this Contract;
- 2.10.3.5 Travel throughout the County when necessary to support, coordinate, and direct the delivery of services;
- 2.10.3.6 Supervise staff, facilitate staff training, and provide staff with technical programmatic support, such as, on-site program observation, and updating computer programs.

LACOE Manager shall meet according to a mutually agreed upon schedule with the County Program Manager, to address child welfare-related legislation, service delivery strategies, issues and concerns related to PROBATION and school district partners.

2.10.4 LACOE Manager shall investigate any contract performance issues submitted by PROBATION.

2.11 MONTHLY REPORTS and QUALITY ASSURANCE

2.11.2 LACOE shall provide Probation with a Monthly Service Report detailing outcome totals collectively (from all Probation Sites) and individually from each Probation District Office in alignment with the requirements of the SOW.

2.11.3 LACOE shall include in the Monthly Service Report copies of any Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plan.

2.11.4 LACOE shall establish and utilize a comprehensive Quality Assurance Plan with appropriate processes to ensure that the required services are provided at a consistently high level of service throughout the term of the Contract.

2.11.5 LACOE shall submit a Monthly Service Report by the 15th calendar day of the month following the month of service.

2.12 DATA COLLECTION

2.12.2 LACOE shall collect, manage, and submit data upon request by Probation.

2.12.3 LACOE shall work with Probation's current tracking systems which includes participant characteristics and demographics, collection and reporting of data on the outcomes and objectives.

2.12.4 Probation shall meet regularly with LACOE to review and reconcile data.

3.0 QUALITY CONTROL PLAN

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). 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 juvenile records and information while in the care of the Contractor's employee.
- 3.6 The methods to maintain security of records and prevent the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

4.1 Performance Evaluation Meetings

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

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

4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. 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 issue as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of

receipt of the Contract Discrepancy Report.

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit U (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Business Day – Monday through Friday, 8:30 a.m. to 4:30 p.m., PT, not including any County Holidays.
- 5.3 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform Contractor of substandard service.
- 5.4 Contract Start Date - The date the Contractor begins work in accordance with the terms of the Contract.
- 5.5 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.6 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual or administrative matters relating to this Contract.
- 5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County Contract Manager and County Program Manager.
- 5.8 County's Program Manager – Person designated by County to manage the operations under this Contract.
- 5.9 Juvenile Records - Personal and social history, including criminal information of juvenile offenders. The records include confidential legal documents and other information. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the County of Los Angeles Probation Department.
- 5.10 Liquidated Damages – The monetary amount deducted from Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.11 Performance Requirements Summary (PRS) - The statement that identifies key performance indicators of the Contract that will be evaluated by the County to ensure Contract performance standards are met.

- 5.12 Quality Control Plan - All necessary measures taken by the Contractor to ensure 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.

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 Paragraph 6.0 (Administration of Contract - County) of the Contract. 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 Paragraph 8.1 (Amendments) of the Contract.

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Director/Coordinator

- 6.3.1 The Contractor shall provide its own full time officer or employee as the Contractor's Project Director/Coordinator. The Contractor's Project Director/Coordinator authorized agent shall be available for telephone contact between 8:30 a.m. and 4:30 p.m., PT, Monday through Friday, excluding the County and LACOE holidays. The Contractor's 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 Contractor's Project Director/Coordinator cannot be present, and with prior approval of the County Program Manager, an equally responsible agent shall be designated to act as the Contractor's Project Director.
- 6.3.3 The Project Director/ Coordinator/ 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 Contractor's Project Director/authorized agent shall effectively speak and write in English.

- 6.3.4 The Project Director/Coordinator shall be available between 8:30 a.m. to 4:30 p.m., PT, Monday through Friday excluding County and LACOE holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.5 The County shall have exclusive right to review and approve the Project Director/Coordinator. The County shall have the exclusive right to remove the Project Director and any replacement recommended by the Contractor.

6.4 Personnel

- 6.4.1 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Exhibit T (Confidentiality of CORI Information).
- 6.4.2 All personnel must be able to communicate with County both verbally and in writing.
- 6.4.3 The County has the exclusive right to approve or disapprove all of Contractor's staff who perform work hereunder and any proposed changes to 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.
- 6.4.4 The County reserves the exclusive right to have the County's Program Manager or designated agent, interview any or all prospective employees of the Contractor.
- 6.4.5 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.
- 6.4.6 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.
- 6.4.7 The Contractor shall have alternate staff that successfully passed background clearances pursuant to Paragraph 7.4 (Background and Security Investigations) of the Contract.

6.5 Intentionally Omitted

6.6 Materials and Equipment

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

6.7 Intentionally Omitted

6.8 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 8:30 a.m. to 4:30 p.m., Monday through Friday, Pacific Time, by at least one employee who will respond to inquiries and complaints about the Contractor's performance of the Contract.

7.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide the services hours 8:30 a.m. To 4:30 p.m., Monday through Friday, excluding County and LACOE Holidays. County will provide a list of County holidays to the Contractor upon request.

7.01 PROBATION holidays are as follows:

- a) New Year's Day
- b) Martin Luther King's Birthday (Third Monday in January)
- c) Presidents' Day (Third Monday in February)
- d) Cesar Chavez Day (Last Monday in March) (Not observed by LACOE)
- e) Memorial Day (Last Monday in May)
- f) Juneteenth (Third Monday in June)
- g) Independence Day
- h) Labor Day (First Monday in September)
- i) Columbus Day (Second Monday in October) (Not observed by LACOE)
- j) Veterans Day
- k) Thanksgiving Day (Fourth Thursday in November)
- l) Day after Thanksgiving (Friday after Thanksgiving)

- m) Christmas Day

7.0.2 Additional holidays observed by LACOE are as follows:

- a) Lincoln's Birthday (Second Monday in February)
- b) Day prior to Thanksgiving (Fourth Wednesday in November)
- c) Christmas Break (December 23- 31)

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 gift, and the Contractor shall have no claim whatsoever against the County.

10.0 INTENTIONALLY OMITTED

11.0 GREEN INITIATIVES

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

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

12.0 PERFORMANCE REQUIREMENTS SUMMARY

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

12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance by the County, and liquidated damages to be imposed for substandard

performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain 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 paragraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business day's written notice with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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BUDGET SHEET

Personnel	Year 1 FY24/25		Year 2 FY25-26		Total
Sr. Program Specialist					
Salary (@ 3% COLA)	137,147		141,261		
Benefits	<u>55,773</u>		<u>56,846</u>		
Total S&B per position		192,920		198,107	391,027
*15% or less for Admin Cost		<u>28,938</u>		<u>29,716</u>	<u>58,654</u>
Total Sr. Program Specialist Expense		221,858		227,823	449,681

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

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

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

COUNTY'S PROGRAM MANAGER:

Name: Paul Vinetz
Title: Placement and Child Welfare Services Bureau Chief
Address: 7555 Van Nuys Blvd, 4th Fl
Van Nuys, CA 916405
Telephone: 818-437-3911
E-Mail Address: Paul.Vinetz@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Baldomar Jauregui
Title: Contract Analyst
Address: 9150 East Imperial Highway, Room D-29
Downey, CA 90242
Telephone: 562-658-4306
Facsimile: 562-658-2307
E-Mail Address: Baldomar.Jauregui@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

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

CONTRACTOR'S ADMINISTRATION

Los Angeles County Office of Education

CONTRACTOR'S NAME

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Tapau N. Osborne

Title: Coordinator II- Division of Pupil Services (DSP)

Address: 9300 Imperial Hwy, Downey, Ca 90242

Telephone: 562-745-7445

Facsimile: _____

E-Mail Address: Osborne_Tapau@lacoed.edu

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Karen Kimmel

Title: Chief Financial Officer

Address: 9300 Imperial Hwy, Downey, CA 90242

Telephone: _____

Facsimile: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

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.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



INTENTIONALLY OMITTED

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

Page 1 of 17

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**, 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

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 that regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or 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 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

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

Signature

Date

Name and Title of Signer (please print)



COUNTY OF LOS ANGELES
 PROBATION DEPARTMENT - ADMINISTRATIVE BUREAU
 9150 East Imperial Highway
 Downey, CA 90242
BACKGROUND REQUEST FORM
 Email Form to: Vivian.Gonzalez@probation.lacounty.gov



Requesting Agency: _____
 Agency Address: _____
 City and Zip Code: _____
 Agency Contact Person: _____
 Telephone No: _____
 Email Address: _____
 Lead Agency (if Different): _____

LIVE SCAN SCHEDULE:

Monday & Friday: 8:30 AM – 3:30 PM

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

Please have applicant arrive on time.

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

Instructions to Applicants:

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



**LOS ANGELES COUNTY PROBATION DEPARTMENT
HUMAN RESOURCES DIVISION
ADMINISTRATIVE SERVICES BUREAU
CONTRACTOR BACKGROUND APPLICATION**



1. YOUR FULL NAME			
LAST	FIRST	MIDDLE	
2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)			
3. ADDRESS WHERE YOU LIVE			
NUMBER / STREET		APT / UNIT	
CITY		STATE	ZIP
4. EMAIL ADDRESS			
5. CONTACT NUMBERS			
HOME ()	WORK ()	EXT	OTHER () <input type="checkbox"/> CELL <input type="checkbox"/> FAX
10. BIRTHDATE (MM/DD/YYYY)	11. SOCIAL SECURITY NUMBER	12. DRIVER'S LICENSE	
	— —	NUMBER:	STATE: EXPIRES:

Instructions: Indicate your response by using an "X" on the line next to "Yes" or "No".

- | | | |
|---|---------|----------|
| 1. Are you currently on any type of probation or parole? | Yes ___ | No _____ |
| 2. Do you have any outstanding failure to appear? | Yes ___ | No _____ |
| 3. Have you ever been convicted of a sex offense? | Yes ___ | No _____ |
| 4. Have you ever been convicted for a crime against children? | Yes ___ | No _____ |
| 5. Have you ever been convicted for crimes relating to the use of weapons? | Yes ___ | No _____ |
| 6. Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) | Yes ___ | No _____ |
| 7. Have you ever been arrested for prostitution, pandering or pimping? | Yes ___ | No _____ |
| 8. Do you have any felony conviction within the past three (3) years? | Yes ___ | No _____ |

If you answered "Yes" to question number 8, please provide information below for each offense.

Conviction Date	Violation Code	Violation Title	Conviction Type/Court Disposition	Court Name	Sentence Imposed

ACKNOWLEDGEMENT

Please note that your application is subject to verification during your background investigation. It is in your best interest to be thorough and honest in your responses. Integrity weighs heavily in the evaluation of any applicant being considered for hire. Providing false information and/or withholding information, may disqualify your application.

By signing this acknowledgement, you certify that the above information is correct and current. You hereby authorize Los Angeles County Probation Department to obtain criminal record information from any agency which may have your background history, including any records of arrests, investigations, convictions, and other reports.

You hereby fully release and discharge Los Angeles County Probation Department, its officers, agents, and employees, and any agencies, from any and all claims for damages which may arise from participating in, or as a result of, the background check to the fullest extent authorized by the laws of the state of California.

Do you understand this acknowledgement? Yes _____ No _____

Do you have any questions about this acknowledgement? Yes _____ No _____

Print Name

Signature

Date

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

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

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0, Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Overall compliance with Section 2.0 Exhibit A (Statement of Work - Specific Tasks)	100% adherence to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	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%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
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%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified

PROBATION PLACEMENT LOCATIONS

RESIDENTIAL BASED SERVICES DIRECTOR PAMELA PEASE

Phone (323) 439-5626

CHILD TRAFFICKING UNIT DIRECTOR JOAN PERA

Phone (562) 319-9993

PLACEMENT ADMINISTRATIVE SERVICES DIRECTOR DELIA MUNOZ

Phone (310) 415-8744

YOUTH DEVELOPMENT SERVICES DIRECTOR JEDEDIAH MINOFF

Phone (323) 371-9470

1	South Central Regional Placement and Child Trafficking Unit 200 W. Compton Blvd., Suite 300 Compton, CA 90220
2	Centinela Regional Placement Unit 1330 W. Imperial Highway Los Angeles, CA 90044
3	East Los Angeles Regional Placement Unit 4849 Civic Center Way Los Angeles, CA 90022
4	San Gabriel Valle Regional Placement Unit 11234 E. Valley Blvd., Suite 302 El Monte, CA 91731
5	Crenshaw Regional Placement Unit at the Reentry Opportunity Center (ROC) 3965 S. Vermont Ave. Los Angeles, CA 90037
6	Van Nuys Regional and Onsite Placement Units 7555 Van Nuys Blvd. Van Nuys, CA 91405
7	Youth Development Services and Transitional Jurisdiction Services 1933 So. Broadway 6 th Floor Los Angeles, CA 90007

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

SOLE SOURCE CHECKLIST

Department Name: Probation

- New Sole Source Contract
 - Sole Source Amendment to Existing Contract Date
- Existing Contract First Approve:

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an “ <i>Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.</i> ”
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
X	➤ Services provided by other public or County-related entities. The Los Angeles County Office of Education will provide comprehensive education advocacy and support services to foster youth and justice-involved youth under Probation’s supervision.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Rene' Phillips

Chief Executive Office

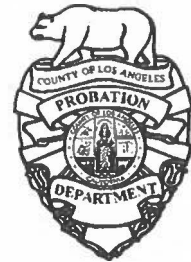
07/01/2024

Date



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



GUILLERMO VIERA ROSA
Chief Probation Officer

April 30, 2024

To: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Guillermo Viera Rosa
Chief Probation Officer

**SUBJECT: NOTIFICATION OF INTENT TO NEGOTIATE SOLE SOURCE
CONTRACT WITH THE LOS ANGELES COUNTY OFFICE OF
EDUCATION**

In accordance with your Board's motion on March 2, 1999 (revised August 4, 2015), I am informing you of our intent to negotiate a sole source contract with the Los Angeles County Office of Education (LACOE) to provide comprehensive education advocacy and support to current and former foster youth under probation supervision, and justice-involved youth. The contract term will be for a two (2) year initial period, for approximately \$600,000, with the option to extend for an additional three (3) year period, upon available funding.

The recommended action would allow the Education Transition Services Program facilitated by LACOE to provide certified educational experts – Senior Program Specialist to provide liaison support to the Department of Probation's Placement, Residential Based Services (RBS), Child Trafficking Unit, and Youth Development Services (YDS) divisions, other Probation operations that provide direct services to foster youth including, Deputy Probation Officers (DPOs), parents, caregivers, participant, and Education Rights Holders. These services ensure the educational needs and rights of the participants under the supervision of Probation, are addressed and that they receive and have access to, academic assistance, educational resources, programs, services, and benefits.

Should we successfully negotiate a sole source contract with LACOE, we will bring it to your Board for consideration and approval. Following Board approval, LACOE will provide services under a proposed Contract. To this end, Probation will proceed with negotiating the sole source contract with LACOE in four (4) weeks, unless otherwise instructed by your board.

Notice of Intent
April 30 2024
Page 2

Please call Ms. Felicia Cotton at (562) 940-2526, if you have any questions regarding this proposed contract.

GVR:TH:YT:bj

c: Fesia Davenport, Chief Executive Officer
Dawyn Harrison, County Counsel
Jeff Levinson, Interim Executive Officer, Board of Supervisor