Board of Supervisors Hilda L. Solis First District Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: September 11, 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 <u>Click here to join the meeting</u>

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

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 a Contract for Aviation Based Training for Pilots, Crew Chiefs, Maintenance Personnel, and Other Aviation Disciplines Speaker(s): Dennis Breshears, Robert Gaylor, and Carlos Santiago (FIRE)

B. BOARD LETTER:

Request to Authorize the Los Angeles County District Attorney's Office to Accept Grant Funds from the Office of Traffic Safety for the Period Beginning October 1, 2024 through September 30, 2025 Speaker(s): Garrett Dameron and Ani Ayvazyan (DA)

3. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Fire Camp 13 Woolsey Fire Reconstruction Project – Capital Project No. 88721 Speaker(s): Tom Brown (FIRE)

4. PUBLIC COMMENTS

5. ADJOURNMENT

CLOSED SESSION ITEM(S):

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

Jamie A. Byrne vs. County of Los Angeles, et al. Los Angeles Superior Court Case No. 22STCV09744

Department: Sheriff's

CS-2 <u>CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION</u> (Paragraph (2) of subdivision (d) of Government Code Section 54956.9)

Anticipated litigation concerning LASD compliance with constitutional and other legal requirements.

Significant exposure to litigation (one case)

SET CLOSED SESSION ITEM FOR 11:30 A.M.:

CS-3 <u>CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION</u> (Paragraph (2) of subdivision (d) of Government Code Section 54956.9)

Significant exposure to litigation (one case)

6. **UPCOMING ITEM(S) FOR SEPTEMBER 18, 2024:**

A. BOARD LETTER:

Authorize the Chief Probation Officer to Enter Into a Non-Financial Memorandum of Understanding with United Friends of Children to Provide Secondary and Post-Secondary Educational Support Services Pilot Program to Probation Youth

Speaker(s): Robert Smythe and Sean Porter (PROBATION)

B. <u>BOARD BR</u>IEFING:

Public Safety Department's Supplemental Budget Briefing Speaker(s): Rene Phillips and Staff

C. BOARD BRIEFING:

Community Care and Justice Department's Supplemental Budget Briefing Speaker(s): Kieu-Anh King and Staff

D. **BOARD BRIEFING:**

Civilian Oversight Commission (COC) Monthly Briefing Speaker(s): Sharmaine Moseley (COC)

E. BOARD BRIEFING:

Office of Inspector General (OIG) Monthly Status and Custody Briefing Speaker(s): Max Huntsman (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	9/11/2024			
BOARD MEETING DATE	9/24/2024			
SUPERVISORIAL DISTRICT AFFECTED	All 1 st 2 nd 3 rd 4 th 5 th			
DEPARTMENT(S)	Fire			
SUBJECT	Approval Of A Contract For Aviation Based Training for Pilots, Crew Chiefs, Maintenance Personnel, and Other Aviation Disciplines			
PROGRAM	Various			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No			
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No			
	If Yes, please explain w	hy:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	⊠ Yes □ No – Not Applicable			
DEADLINES/ TIME CONSTRAINTS	Current Contract expired June 30, 2024			
COST & FUNDING	Total cost: \$7,000,000	Funding source: Special District Funding		
	TERMS (if applicable): 10 years			
	Explanation: The annual maximum contract sum is \$700,000. The maximum contract sum of \$7,000,000 includes the initial contract term of seven years, two one-year, and twelve month-to-month extension options, a total of ten years.			
PURPOSE OF REQUEST	Approval of the recommended actions will enable the District to continue to provide as needed aviation-based training services for the District's pilots, crew chiefs, maintenance personnel.			
BACKGROUND (include internal/external issues that may exist including any related motions)	The District seeks to establish a contract for aviation based training services for pilots, crew chiefs, and maintenance personnel. The required annual full-motion simulator currency and initial flight training for pilots support the mission of wildland firefighting, search and rescue, hoist rescue, and emergency patient transport.			
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes 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. Realize Tomorrow's Government Today by being flexible, efficient, and effective, while managing and maximizing the use of County assets in ways that are fiscally responsible.			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Marissa Martin Jensen, <u>Marissa.MartinJensen@</u>	Administrative Services Manager II,	(323) 881-6173	



ANTHONY C. MARRONE FIRE CHIEF FORESTER & FIRE WARDEN

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

September 24, 2024

COUNTY OF LOS ANGELES FIRE DEPARTMENT

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



BOARD OF SUPERVISORS LINDSEY P. HORVATH, CHAIR THIRD DISTRICT

HILDA L. SOLIS FIRST DISTRICT

HOLLY J. MITCHELL SECOND DISTRICT

JANICE HAHN FOURTH DISTRICT KATHRYN BARGER FIFTH DISTRICT

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

Dear Supervisors:

APPROVAL OF A CONTRACT FOR AVIATION BASED TRAINING FOR PILOTS, CREW CHIEFS, MAINTENANCE PERSONNEL, AND OTHER AVIATION DISCIPLINES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to establish a contract with FlightSafety International, Inc. (Contractor), to provide aviation-based training services for pilots, crew chiefs, maintenance personnel, and other aviation disciplines on an as needed and intermittent basis.

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

- 1. Approve and instruct the Fire Chief, or his designee, to sign the attached Contract (Enclosure) between the District and Contractor, to provide aviation-based training services for the District's Air & Wildland Division. The initial term of the Contract will be seven years, with two one-year extension options, and twelve month-to-month extension options, for a maximum term of ten years. This Contract shall be effective October 1, 2024.
- 2. Authorize the maximum contract sum of \$7,000,000 in aggregate, including the initial contract term and extension options. The maximum contract sum is comprised of annual expenditures not to exceed a total of \$700,000 per contract year.

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 GLENDORA HAWAIIAN GARDENS HAWTHORNE HERMOSA BEACH HIDDEN HILLS HUNTINGTON PARK INDUSTRY

INGLEWOOD IRWINDALE LA CANADA-FLINTRIDGE LA HABRA LA MIRADA LA PUENTE LAKEWOOD LANCASTER LAWNDALE LOMITA LYNWOOD MALIBU MAYWOOD NORWALK PALMDALE PALOS VERDES ESTATES PARAMOUNT PICO RIVERA POMONA RANCHO PALOS VERDES ROLLING HILLS ROSEMEAD SAN DIMAS SANTA CLARITA

SIGNAL HILL SOUTH EL MONTE SOUTH GATE TEMPLE CITY VERNON WALNUT WEST HOLLYWOOD WESTLAKE VILLAGE WHITTIER The Honorable Board of Supervisors September 24, 2024 Page 2

- 3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including the extension options as described in the recommendations above, and in accordance with the approved contract terms and conditions, provided the amounts payable under such amendments do not exceed the \$700,000 annual budget, and with County Counsel approval as to form.
- 4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the District to continue to obtain aviation-based training services, without disruption in service. Fire's current contract with the Contractor expired on June 30, 2024. These contracted services are essential to ensure the District's pilots, crew chiefs, maintenance personnel, and other aviation disciplines are trained, qualified, and prepared for emergency responses.

The contracted services will consist of annual complete full-motion simulator currency flight training to ensure safe operation of aircraft in diverse and demanding mission profiles flown within Los Angeles County (County). The Contractor will deliver full-motion, Level D flight simulator training approved by the Federal Aviation Administration, and training approved for instruction on the Bell 412, Sikorsky S-70A and Sikorsky S-70I model aircraft flown and maintained by District pilots and maintenance personnel.

IMPLEMENTATION OF STRATEGIC PLAN NORTH STAR GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3 Goals – Realize Tomorrow's Government Today by being flexible, efficient, and effective, while managing and maximizing the use of County assets in ways that are fiscally responsible. The selected Contractor has the specialized experience and capacity to provide these services 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.

The maximum contract expenditure for these services is \$700,000 per contract year. Sufficient funding will be included in the District's Fiscal Year 2024-25 Adopted Budget. The District will continue to allocate the necessary funds throughout the duration of the Contract. The Contract does include an allowance for Cost-of-Living Adjustments, which the Contractor may request when price adjustments and/or escalations are necessary.

There is no impact to net County cost.

The Honorable Board of Supervisors September 24, 2024 Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under the California Health and Safety Code Section 13861. The Contractor agrees to comply with Board and Chief Executive Office (CEO) requirements and agrees to maintain compliance with contract requirements throughout the term of the Contract. The Contract provides the District has no obligation to pay for expenditures incurred by the Contractor beyond the approved pricing mechanisms. Further, the Contractor will not be asked to perform services that exceed the approved scope of work or term.

The Contract has been approved as to form by County Counsel and signed by the Contractor. On final analysis and consideration of the award, the Contractor was selected based on the qualifications and bid amount without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

The services provided through the proposed contract 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 March 4, 2024, the District released an Invitation for Bids (IFB) to solicit aviation-based training services. The District posted the announcement on the County's WebVen portal, the District's contracting webpage, and placed an advertisement in the Los Angeles Times newspaper.

On April 1, 2024, the bid submission deadline, the District received one bid submission. The IFB evaluation was initiated and consisted of two elements: 1) meeting all the minimum requirements while providing the necessary documentation, and 2) providing the lowest cost, responsive, and responsible bid. Based on the elements of the IFB evaluation, it was determined FlightSafety International, Inc. submitted the lowest cost, responsive, and responsible bid.

The CEO Risk Management Division reviewed the Sample Contract prior to the release of the solicitation and concurred with the provisions related to insurance and indemnification. The terms and conditions were negotiated by the District with the assistance of the CEO Risk Management Division and County Counsel, and the provisions as described in the Enclosure represent the best position obtained by the District.

The District has reviewed the Contractor Alert Reporting Database to assess the selected Contractor's past performance. There are currently no adverse findings or complaints that would prevent the District from contracting with the Contractor. The Contractor was deemed capable of performing the services requested based on their qualifications and experience, as stated in their bid submission.

The Honorable Board of Supervisors September 24, 2024 Page 4

The Living Wage Ordinance provisions do not apply to this Contract, as it is not a Proposition A Contract. The services procured cannot be provided by civil service employees.

IMPACT ON CURRENT SERVICES

Approval of this Contract will allow the District to continue to obtain aviation-based training services for its pilots, crew chiefs, maintenance personnel, and other aviation disciplines. It will not result in the displacement of any County employees, nor in a reduction of service. There is no change in risk exposure to the County.

CONCLUSION

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

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

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:ah

Enclosure

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

ENCLOSURE



CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

FLIGHTSAFETY INTERNATIONAL, INC.

FOR

AVIATION BASED TRAINING SERVICES FOR PILOTS, CREW CHIEFS, MAINTENANCE PERSONNEL, AND OTHER AVIATION DISCIPLINES

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IGNATURES

STANDARD EXHIBITS

A	Statement of Work and Attachments

- B Pricing Sheet
- C Intentionally Omitted
- D District's Administration
- E Contractor's Administration
- F Contractor Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law

CONTRACT BETWEEN CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND FLIGHTSAFETY INTERNATIONAL, INC. FOR AVIATION BASED TRAINING SERVICES FOR PILOTS, CREW CHIEFS, MAINTENANCE PERSONNEL, AND OTHER AVIATION DISCIPLINES

This Contract and Exhibits made and entered into this <u>1st day of October 2024</u> by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and FlightSafety International, Inc., hereinafter referred to as "Contractor." Contractor is located at 3100 Easton Square Place, Suite 100, Columbus, OH 43219.

RECITALS

WHEREAS, the District may contract with private businesses for Aviation Based Training Services for pilots, crew chiefs, maintenance personnel, and other aviation disciplines when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Aviation Based Training Services for pilots, crew chiefs, maintenance personnel, and other aviation disciplines; and

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

WHEREAS, the District has determined that it is legal, feasible, and cost effective to contract Aviation Based Training Services for pilots, crew chiefs, maintenance personnel, and other aviation disciplines; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, and G 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 will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing Sheet (Not Attached to Sample)
- Exhibit C Intentionally Omitted
- Exhibit D District's Administration
- Exhibit E Contractor's Administration
- Exhibit F Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G Safely Surrendered Baby Law

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

2.0 **DEFINITIONS**

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

- 2.1 <u>Board of Supervisors (Board)</u>: The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- **2.2** <u>Contract</u>: This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- **2.3** <u>**Contractor:**</u> The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 <u>County Observed Holidays</u>: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <u>https://lacounty.gov/government/about-la-county/about/</u>.
- **2.5** <u>**District**</u>: The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County which is entering into this Contract.
- **2.5** <u>**District Project Director:**</u> Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- **2.6** <u>District Project Manager</u>: Person designated by District's Project Director to manage the operations and oversee the day-to-day activities under this Contract. Responsibility for inspections of all tasks, deliverables, gods, services, and other work provided by the Contractor.
- 2.7 <u>District Contract Administrator</u>: Person with responsibility to ensure the objectives of this Contract are met; make changes in the terms and conditions of this Contract in accordance with Subparagraph 8.1, Amendments; and provide direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

- **2.8 Day(s)**: Calendar day(s) unless otherwise specified.
- **2.9** <u>Fiscal Year</u>: The twelve (12) month period beginning July 1st and ending the following June 30th.
- **2.10 <u>Statement of Work</u>:** A written description of the work to be performed. by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- **2.11** <u>Subcontract</u>: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- **2.12 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 Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the District.

4.0 TERM OF CONTRACT

- 4.1 The anticipated term of this Contract will be seven (7) years commencing after approval by the Board, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The District will have the sole option to extend this Contract term for up to two (2) additional one-year periods, and twelve (12) month-tomonth extension options, for a maximum total Contract term of ten (10) years. Each such extension option will be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a

bidder is responsible for the purposes of a future County contract or extension option.

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

5.0 MAXIMUM CONTRACT SUM

5.1 Total Contract Sum

The amount the District shall expend from its own funds during the Contract's entire term for aviation-based training services for pilots, crew chiefs, maintenance personnel, and other aviation disciplines shall not exceed \$700,000 per year, in aggregate. The maximum amount provided in this Contract does not guarantee the Contractor a minimum amount of work since this Contract is for as-needed services.

- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.
- 5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor must perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B Pricing Sheet, but in any event, not more than the Maximum Contract Sum.
- 5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor for the Contractor to fully perform all its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor must fully perform all its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to

achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.1.4 All prices for training may be subject to escalation based on Cost of Living Adjustments (COLA's), Paragraph 5.6 below. Any such increase(s) may be submitted for consideration annually. The increase(s) will be effective on July 1st of the following Contract Year if approved and agreed upon by the District and the Contractor via amendment.

5.2 Written Approval for Reimbursement

The 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 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, must not occur except with the District's express prior written approval which shall not be unreasonably delayed, conditioned, or withheld.

5.3 Notification of 75% of Total Contract Sum

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

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

5.4.1 The Contractor will have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify the District and must immediately repay all such funds to the District. Payment by the District for services rendered after expiration/termination of this Contract will not constitute a waiver of District's right to recover such payment from the Contractor. 5.4.2 Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract will be completed by the Contractor for full payment of services rendered. The District may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor must stop the Work promptly. The Contractor will be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A Statement of Work and Attachments and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B Pricing Sheet, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District.
- 5.5.2 The Contractor must submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.
- 5.5.3 The Contractor's invoices must 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 All invoices under this Contract must be submit one (1) copy via email to the following:
 - 1. Christopher Siok, District Project Manager Email: <u>Christopher.Siok@fire.lacounty.gov</u>

Robert Gaylor, District Project Director Email: <u>Robert.Gaylor@fire.lacounty.gov</u>

for review and approval of all invoices; and

2. <u>Fire-InvoiceSubmission@fire.lacounty.gov</u> for payment of all invoices.

The Contractor's invoices must include the following:

- Contract Number
- Date(s) of Service
- Brief description of service
- A breakdown of labor hours and hourly rate i.e.: 3 hours @ \$20/hour = \$60.00
- Fixed fee (e.g., any flat rate job) authorized by the District's Project Manager or authorized designee
- Employee Name and Employee Number of District Employee who received the service(s)
- Signature of authorized District Employee

5.5.5 District Approval of Invoices

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

5.5.6 Preference Program Enterprises - Prompt Payment Program (if applicable)

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar 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).

5.6 Cost of Living Adjustments (COLA's)

After the first year of the Contract, and if requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the Contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief

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

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

- 5.7.1 The County, at its sole discretion, has determined the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will 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 must submit a direct deposit authorization request via the website <u>https://directdeposit.lacounty.gov</u> with banking and vendor information, and any other information 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 will 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 District, will decide whether to approve exemption requests.

5.8 Travel

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

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

6.1 District's Administration

A listing of all District Administration referenced in the following subparagraphs is designated in Exhibit D - District's Administration. The District will notify the Contractor in writing of any changes as they occur.

6.2 District's Project Director

Responsibilities of the District's Project Director include:

- 6.2.1 Ensuring that the objectives of this Contract are met; and
- 6.2.2 Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3 District's Project Manager

The responsibilities of the District's Project Manager's include:

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The District's Project Manager is responsible for overseeing the dayto-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

6.4.1 Ensuring the objectives of this Contract are met; and

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E - Contractor's Administration. The Contractor will notify the District in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E
 Contractor's Administration. The Contractor must notify the District in writing of any change to Exhibit E Contractor's Administration as changes occur.
- 7.2.2 Project Manager must two have (2) years' experience managing contracts of similar services. Provide resume.
- 7.2.3 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and must meet and coordinate with District's Project Manager on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.
- 7.5.3 These terms will also apply to Subcontractors of District Contractors.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor 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 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. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 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 make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidential nature of the information.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit
 F Contractor Acknowledgement and Confidentiality
 Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, Contract Term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Fire Chief or their designee OR it may have to be executed by the Board.
- 8.1.2 The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be in writing and signed, prepared, and executed by the Contractor and by the Fire Chief or their designee.
- 8.1.3 The Fire Chief or their designee or Board, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 Term of Contract. The Contractor agrees that such extensions of time will 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 must be prepared and executed by the Contractor and by the Fire Chief or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 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.
- 8.2.2 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, whose consent shall not be unreasonably delayed, conditioned, or withheld, 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.
- 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 anv 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.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation will 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 must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

- 8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor must provide the District with the Contractor's procedures for receiving, investigating, and responding to user complaints.
- 8.5.2 The District will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.3 If the District requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for District approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the District for approval before implementation.
- 8.5.5 The Contractor must preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses must be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor 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.
- 8.6.2 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 this Paragraph 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 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.

8.7 Compliance with Civil Rights Laws

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

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 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.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in <u>Sections 2.203.010</u> through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy.

- 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 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.
- 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 \$50,000 or more in any 12-month

period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered fulltime 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.

- 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 District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the District's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No District employee whose position with the District 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 District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor 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 District. 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.

8.10 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.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor 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 for Tomorrow (START) 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: <u>GAINSTART@DPSS.LACOUNTY.GOV</u> and <u>BSERVICES@OPPORTUNITY.LACOUNTY.GOV</u> 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 must 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 <u>Chapter 2.202 of the County Code</u>, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, 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 a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or

business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 1. If there is evidence the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative 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 а 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.
- 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. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
- 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. The Board will 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 will also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, 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 the County has established a goal of ensuring all individuals who benefit financially from the County through Contract are in compliance with their courtordered 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 will 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 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).

8.15 District's Quality Assurance Plan

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

8.16 Intentionally Omitted

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 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.

8.17.2 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.

8.18 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.

8.19 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.

8.20 Force Majeure

- 8.20.1 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").
- 8.20.2 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.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 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.

- 8.22.2 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.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor 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.
- 8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.5, Confidentiality.

8.23 Indemnification

The 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 reasonable 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, Contractor must 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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must 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 must match the name of the Contractor identified as the contracting party in this Contract. 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 fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

<u>Consolidated Fire Protection District of</u> <u>Los Angeles County</u> <u>Materials Management Division/Contracts Section</u> <u>5801 S. Eastern Avenue, Suite 100</u> <u>Commerce, California 90040-4001</u> Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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. County and its Agents additional insured status must 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 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.

8.24.4 Cancellation of or Change in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that 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 (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

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

8.24.6 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 County.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, 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.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide 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 County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies 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.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies 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.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must 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 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 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 must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

8.25.4 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to the Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it will maintain such coverage for a period of not less than three years following this Agreement's expiration, termination, or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or their designee, 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 the Contractor's invoice for

work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Fire Chief, or their designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Fire Chief or their designee, determines there are deficiencies in the performance of this Contract that the Fire Chief or their designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor will be liable to the District for liquidated damages in said amount. Said amount will be deducted from the District's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.
- 8.26.3 The action noted in sub-paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph must not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Intentionally Omitted

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 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.
- 8.28.2 Contractor certifies to the District each of the following:
 - 1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 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.
- 8.28.3 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.
- 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 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.
- 8.28.6 The Contractor will provide Contractor's employment records to verify employment records to verify compliance, which includes reviewing for employment eligibility verification, with the provisions of this paragraph 8,28 when so requested by the District.
- 8.28.7 If the District finds that any provisions of this Paragraph 8.28 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 District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District 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.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 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 <u>Internal Revenue Service Notice No. 1015</u>.

8.33 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 at the Long Beach, California location, 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/safesurrender/

8.34 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 -District'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 their designee will have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

- Any documents submitted by the Contractor; all information 8.36.1 obtained in connection to this Contract, including those documents required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the 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.
- 8.36.2 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 bid 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 must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will 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 District/County without the prior written consent of the District's Project Director.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37, Publicity will apply.

8.38 Record Retention and Inspection/Audit Settlement

- 8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that upon the District's request, but only once per year during the term of the Contract, the District may audit, upon thirty (30) days' notice to Contractor any pertinent transaction, activity, or record relating to this Contract during normal business hours when not disruptive to the Contractor's business, for the sole purpose of confirming that payments are accurate. 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 the Contractor and will be made available to the District during the term of this Contract and for a period of four (4) years thereafter unless the District's written permission is given to dispose of any such material prior to such time.
- 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 must 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

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the District's request:
 - A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.
- 8.40.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.40.5 The District's consent to subcontract will not waive the District's right to prior and continuing approval of all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.
- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor must forward a fully executed subcontract to the District for their files.
- 8.40.7 The 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 District's consent to subcontract.
- 8.40.8 The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, will 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 will 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 <u>County Code Chapter 2.202</u>.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected 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 will be no less than ninety (90) 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 must:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as will 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 must be maintained by the Contractor in accordance with Paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

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

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

rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to subparagraph 8.42, Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this subparagraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the District will be entitled to pursue the same remedies against the Contractor.
- 8.44.2 The Contractor must immediately report any attempt by a District officer or employee to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <u>https://fraud.lacounty.gov/</u>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by a party of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of a party 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.

8.50 Warranty Against Continent Fees

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.5.1, Warranty of Compliance with County's Defaulted Property Tax Reduction Program will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 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 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.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County 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.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code</u> <u>Section 12952</u>. 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.

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) (<u>https://ceop.lacounty.gov/</u>). 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 Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid in a County solicitation if the Bidder/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 Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Mandatory Requirement to Register on County's WebVen

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

Contractor's legal name, as reflected in its WebVen profile, will be used in Contract documents).

9.2 Modifications

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

9.3 Remedies of Non-Compliance

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

9.4 Suspension

- 9.4.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any service, work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District will notify the Contractor in writing in the event that Contractor is placed on suspension.
- 9.4.2 Suspension as used herein will mean a specified period of time (as determined by the District) during which the District will withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District will monitor Contractor's adherence to such remedy(ies) during the suspension

period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this **1st day of October 2024.**

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

	By	
	-	Fire Chief
By Contractor		
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 M	lemo	Other			
CLUSTER AGENDA REVIEW DATE	9/11/2024					
BOARD MEETING DATE	9/24/2024					
SUPERVISORIAL DISTRICT AFFECTED	All 1 st	\square All \square 1 st \square 2 nd \square 3 rd \square 4 th \square 5 th				
DEPARTMENT(S)	DISTRICT ATTORNEY					
SUBJECT	TO ACCEPT GRANT FU	ANGELES COUNTY DISTRIC UNDS FROM THE OFFICE OF GINNING OCTOBER 1, 2024, T				
PROGRAM	OFFICE OF TRAFFIC S	SAFETY (OTS) GRANT PROG	RAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No					
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No					
	If Yes, please explain w	hy:				
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	Yes No – Not Applicable					
DEADLINES/ TIME CONSTRAINTS	NONE					
COST & FUNDING	Total cost: Funding source: \$1,784,727 OFFICE OF TRAFFIC SAFETY					
	TERMS (if applicable): OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025					
	Explanation:					
PURPOSE OF REQUEST	the Los Angeles County the Office of Traffic Safe Education, and Prosecu amendments, modificati no net County cost impa- to have specialized team providing significantly im training and education to specialized team of DDA Recognition Experts. In team members will also serious and high profile objectives as a means to injuries. Grant funds pro Prosecution Section (DT Alcohol, DUI-Drugs, and Approval of the recomm expand a vertical prosecu	v District Attorney's Office (LAD, ety (OTS) for the DUI and Vehic ition Program. This includes au ions, and/or extensions to the g act to the Los Angeles County. In of Deputy District Attorneys (In proved DUI-Alcohol, DUI-Drug o DDAs and law enforcement a As to continue its work in increa a addition to providing this speci- personally prosecute a select r DUIs and vehicular homicides. o prevent impaired driving and ovided by OTS allows the LADA TAPS) to address and combat to d vehicular homicide problems v endation will ensure that LADA cution program to facilitate the select	cular Homicide Training, atthorization to approve revisions, rant award agreement that have The purpose of the OTS grant is DDAs) continue the process of s, and vehicular homicide gencies, as well as allowing this using the number of Drug alized training and education, number of the county's most LADA will accomplish these reduce traffic fatalities and A to create the DUI Training and he ongoing and increasing DUI- within Los Angeles County.			

BACKGROUND (include internal/external issues that may exist including any related motions)	The LADA is responsible for prosecuting all felonies in Los Angeles County and misdemeanors for 78 of 88 cities within its jurisdiction. DUI offenses represent a rising and continuing threat in Los Angles County. Given the passage of Proposition 64 and the trend of increased DUI-Alcohol and DUI-Drugs and vehicular homicide cases in states, such as California, where drugs, including marijuana, have been legalized, the Los Angeles County law enforcement community expects the danger to continue to increase. The fair and ethical prosecution of those who drive while impaired by alcohol, drugs, or a combination of drugs and alcohol, requires a well-trained prosecutorial staff. The OTS grant is a timely opportunity to provide this training in Los Angeles County.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan's North Star No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as North Star No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ani Ayvazyan, Grants and Contracts Analyst (213) 257-2746 aayvazyan@da.lacounty.gov



GEORGE GASCÓN LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE 211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

September 24, 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:

AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ACCEPT GRANT FUNDS FROM THE OFFICE OF TRAFFIC SAFETY FOR THE PERIOD BEGINNING OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025 (ALL DISTRICTS) (3-VOTES)

SUBJECT

This Board Letter requests authority for the Los Angeles County District Attorney's Office (LADA) to accept grant funds from the California Office of Traffic Safety (OTS) and enter into agreements to support the Driving Under Influence (DUI) and Vehicular Homicide Training, Education, and Prosecution Program (Program) for a one-year period running from October 1, 2024, through September 30, 2025. Applicants are required to submit necessary assurances and documentation with their grant application.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Authorize LADA to accept grant funds from the OTS for the DUI and Vehicular Homicide Training, Education, and Prosecution Program, Assistance Listing Number 20.616, Grant Award Number DI25006, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$1,784.727.00, for a one-year period of October 1, 2024, to September 30, 2025. There is no required County match for this grant.
- 2. Authorize the District Attorney (DA), or his designee, to serve as Program Director and sign and approve the OTS grant agreement and any revisions, amendments, modifications, and/or extensions to the OTS grant agreement that do not increase the Net County Cost of the Program.

The Honorable Board of Supervisors September 24, 2024 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The OTS is designated by the Governor to receive federal traffic safety funds from the United States Department of Transportation, National Highway Traffic Safety Administration, for coordinating California's highway safety programs. Each year, the OTS develops a Highway Safety Plan identifying the key highway safety problems in the state and the most effective countermeasures to address them. OTS then solicits proposals statewide to address the identified problems. OTS awards grant funds to local governmental agencies to implement traffic safety programs and grants.

The purpose of the OTS grant is to have a specialized team of Deputy District Attorneys (DDAs) continue the process of providing significantly improved DUI-Alcohol, DUI-Drugs, and vehicular homicide training and education to DDAs and law enforcement agencies, as well as allowing this specialized team of DDAs to continue its work in increasing the number of Drug Recognition Experts. The members of this specialized team will work to increase the capabilities of the team, the office, law enforcement personnel, and outside prosecutorial agencies, by obtaining and delivering specialized training in these fields throughout the county and state. In addition to providing this specialized training and education, team members will also personally prosecute a select number of the county's most serious and high profile DUIs and vehicular homicides. LADA will accomplish these objectives as a means to prevent impaired driving and reduce traffic fatalities and injuries.

Grant funds provided by OTS allows the LADA to create the DUI Training and Prosecution Section (DTAPS) to address and combat the ongoing and increasing DUI-Alcohol, DUI-Drugs, and vehicular homicide problems within Los Angeles County. One of the main goals of DTAPS has been to prioritize and continue to expand a vertical prosecution program to facilitate the specialized prosecution of the most high-profile DUI related vehicular homicide cases.

The LADA's plan to develop expertise and train prosecutors on topics specific to DUI and vehicular homicide cases has been approved for grant funding from the OTS.

Board approval is required to accept grant funds and satisfy County and State requirements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan's North Star No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as North Star No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible. The Honorable Board of Supervisors September 24, 2024 Page 3

FISCAL IMPACT/FINANCING

The total funding awarded from OTS is \$1,784,727 for a one-year period, October 1, 2024, to September 30, 2025, which includes the allocation of funds for the salary and employee benefits for 100 percent of one (1) existing Grade IV DDA, three (3) existing Grade III DDAs, and 50 percent of one (1) existing District Attorney Senior Investigator. Of the total awarded amount, LADA will allocate \$152,415 in grant funding to provide on-call blood draw services for the grant period. LADA is in the process of solicitating for a new on-call blood draw service contract and will present to the Board in a separate Board letter when it is completed.

The pro-rated grant award funding is included in the LADA's FY 2024-25 Final Adopted Budget; therefore, no budget adjustment is required.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LADA is responsible for prosecuting all felonies in Los Angeles County and misdemeanors for 78 of 88 cities within its jurisdiction (4,083 square miles). Within that territory, LADA works with over 100 law enforcement agencies. When fully staffed, there are approximately 1,000 DDAs employed by LADA. DUI offenses represent a rising and continuing threat in Los Angeles County. Given the passage of Proposition 64 and the trend of increased DUI-Alcohol and DUI-Drugs and DUI combination crashes and fatalities in states, such as California, where drugs, including marijuana, have been legalized, the Los Angeles County law enforcement community expects the danger to continue to increase.

The fair and ethical prosecution of those who drive while impaired by alcohol, drugs, or a combination of drugs and alcohol, requires a well-trained prosecutorial staff. The OTS grant is a timely opportunity to provide this training in Los Angeles County. In addition, The OTS grant will provide funding to continue the Program for as-needed, on-call blood draw services. LADA will conduct a solicitation for a new service contract when the current contract is expired. The blood draw service is essential to the Program because the presence of active drugs in the bloodstream of a DUI suspect dissipates rapidly and, unlike alcohol, can only be detected through blood sample testing. Recent changes to the law hold that a blood sample from a DUI suspect may be obtained either through consent or, absent that, through a search warrant signed by a judge. In many instances, law enforcement officers have experienced difficulty or delays in obtaining blood draws at hospitals, despite having obtained consent or a valid search warrant. The ability to have an on-call blood draw service respond when needed by law enforcement is imperative in proving many DUI cases and is, therefore, a public safety necessity. The Program will afford an opportunity to assess the level of need, and the geographic areas of need, for on-

The Honorable Board of Supervisors September 24, 2024 Page 4

call blood draw services in the County twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Program proposes the dedication of one (1) existing Grade IV DDA, three (3) existing Grade III DDAs, and 50 percent of one (1) existing District Attorney Senior Investigator. Pursuant to your Board motion of December 15, 1998, the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments have been notified of this request for review and have determined that this action would not impact their current operations and/or any potential impact due to the expansion of this Program can be managed with existing resources. Funding from OTS will allow DTAPS to continue to vertically prosecute County's most serious DUI related vehicular homicides, all while providing important DUI and vehicular homicide related training to prosecutors and law enforcement agencies.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Ani Ayvazyan, District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Ms. Ayvazyan at (213) 257-2746, or at AAyvazyan@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN District Attorney

aa

Enclosures

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

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

DISTRICT ATTORNEY'S OFFICE Department:

Grant Project Title and Description

ALCOHOL & DRUG IMPAIRED DRIVER VERTICAL PROSECUTION PROGRAM

The Los Angeles County District Attorney's Office will continue with its specialized team of prosecutors (DUI Training and Prosecution Section (DTAPS)) that will strengthen Driving Under the Influence of Alcohol (DUI Alcohol) and/or Drugs (DUID) and/or DUI Combination of Alcohol and Drug (DUI Combo) investigations and prosecutions in Los Angeles County by providing training on these types of cases to trial prosecutors and law enforcement agencies throughout the County. DTAPS will continue to train, and in some instances, co-chair the prosecution of DUI Alcohol, DUID, or DUI Combination (Alcohol and Drug) cases with misdemeanor and felony Deputy District Attorneys who handle these types of cases throughout each step of the criminal justice process. DTAPS will work with the Traffic Safety Resource Prosecutor - Southern California Training Network to increase the capabilities of the Office by obtaining and delivering specialized training. DTAPS will share information with peers, law enforcement, and crime lab personnel throughout the county and across the state. The office will accomplish these objectives as a means to prevent impaired driving and reduce alcohol and drug-involved traffic fatalities and injuries.

Funding Agency					Program (Fed. Grant #/State Bill or Code #)		Grant Acceptance Deadline	
OFFICE OF TRAFFIC SAFETY			DI	DI25006		N/A		
Total Amount o	f Grant Funding:	\$1,784,727		County Matc	:h: \$0			
Grant Period Begin Date: October 1, 2024			End Date:	Septe	mber 30), 2025		
Number of Personnel Hired Under This Grant Full Time:				4	Part Time:		1	
Obligations Imposed on the County When the Grant Exp Will all personnel hired for this program be informed this is a grant-funded program? Will all personnel hired for this program be placed on temporary ("N") items? Is the County obligated to continue this program after the grant expires? If the County is not obligated to continue this program after the grant expires, the Department will: a.) Absorb the program cost without reducing other services b.) Identify other revenue sources (describe below)				Yes Yes Yes	X 	No No No No	X	
c.) Eliminate	or reduce, as appro	opriate, positions/p	program costs funded by	/ the grant.	Yes	<u> </u>	No	

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature

Date 8.20-24

1. GRANT TITLE DUI and Vehicular Homicide Training, Education, and Prosecution Program						
2. NAME OF AGENCY	3. Grant Period					
Los Angeles County	From: 10/01/2024					
4. AGENCY UNIT TO ADMINISTER GRANT	To: 09/30/2025					
Los Angeles County District Attorney's Offic	ce la					
5. GRANT DESCRIPTION						
The County District Attorney's Office will assign a spec	ialized team to train and educate prosecutors and law					
enforcement on investigating and prosecuting DUIs, wi	•					
cases. Team members will work to increase the capat						
personnel, and outside prosecutorial agencies, by obta						
throughout the county and state. In addition to providir members will also personally prosecute a select number						
and vehicular homicides. The office will accomplish the						
and reduce traffic fatalities and injuries.						
6. Federal Funds Allocated Under This Agreement	Shall Not Exceed: \$1,784,727.00					
7. TERMS AND CONDITIONS: The parties agree to comply	with the terms and conditions of the following which are by					
 this reference made a part of the Agreement: Schedule A – Problem Statement, Goals and Object 	ives and Mathed of Drasadura					
 Schedule A – Problem Statement, Goals and Object Schedule B – Detailed Budget Estimate and Sub-Bu 						
 Schedule B-1 – Budget Narrative and Sub-Budget N 	•					
 Exhibit A – Certifications and Assurances 						
Exhibit B* – OTS Grant Program Manual						
Exhibit C – Grant Electronic Management System (C						
Items shown with an asterisk (), are hereby incorporated b attached hereto.	y reference and made a part of this agreement as if					
These documents can be viewed at the OTS home wel	o page under Grants: www.ots.ca.gov					
	y of perjury under the laws of the State of California that we					
are duly authorized to legally bind the Grant recipient to the						
IN WITNESS WHEREOF, this Agreement has been execute	d by the parties hereto.					
8. Approval Signatures						
A. GRANT DIRECTOR	B. AUTHORIZING OFFICIAL					
NAME: Garrett Dameron TITLE: Deputy-In-Charge	NAME: George Gascón TITLE: District Attorney					
EMAIL: gdameron@da.lacounty.gov	EMAIL: ggascon@da.lacounty.gov					
PHONE: (213) 974-2187	PHONE: (213) 974-3500					
ADDRESS: 211 West Temple Street	ADDRESS: 211 West Temple Street					
Suite 1200 Los Angeles, CA 90012	Suite 1200 Los Angeles, CA 90012					
(Signature) (Date)	(Signature) (Date)					
C. FISCAL OFFICIAL NAME: Lidia Youssef	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY					
TITLE: Chief, Budget and Fiscal Services Division	NAME: Barbara Rooney Title: Director					
EMAIL: lyoussef@da.lacounty.gov	EMAIL: barbara.rooney@ots.ca.gov					
PHONE: (213) 257-2821	PHONE: (916) 509-3030					
Address: 211 West Temple Street	ADDRESS: 2208 Kausen Drive, Suite 300					
Suite 1200 Los Angeles, CA 90012	Elk Grove, CA 95758					
(Signature) (Date)	(Signature) (Date)					
(

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY		9.	SAM INFORM	ATION
Name: Address:			REGISTERED ADDRESS: CITY:	HQKJLGBSMBL5 211 West Temple, 12th Floor Los Angeles 90012-4086

10. PROJECTED EXPENDITURES							
FUND	CFDA	ITEM/APPROP	RIATION	EY CHAPTER STATUTE		PROJECTED EXPENDITURES	
					AGREEMEN1 TOTAL		\$1,784,727.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,784,727.00		
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.			PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00				
OTS ACCOUNTING OFFICER'S SIGNATURE DATE SIGNED TOTAL AMOUNT ENCUMBERED TO DATE \$1,784,727.00					ERED TO DATE		

1. PROBLEM STATEMENT

The Los Angeles County District Attorney's Office (LADA) is responsible for prosecuting all felonies in Los Angeles County (LA County) and misdemeanors for 78 of 88 cities within its jurisdiction (4,083 square miles). Within that territory, LADA works with over 100 law enforcement agencies. When fully staffed, there are approximately 1,000 Deputy District Attorneys (DDAs) employed by LADA. Driving Under the Influence (DUI) and Driving Under the Influence of Drugs (DUID) offenses represent a rising and continuing threat in Los Angeles County. Given the passage of Proposition 64 and the trend of increased DUI and DUID crashes and fatalities in states, such as California, where drugs, including marijuana, have been legalized, the Los Angeles County law enforcement community expects the danger to continue to increase. This belief is substantiated by yearly statistics kept by LADA.

After three consecutive years of declining numbers, DUI numbers within LA County have returned to pre-COVID numbers. In fact, between 2022 and 2023, the number of DUI cases presented for filing, and those actually filed, rose nearly 20%. In 2022, the number of DUI (California Vehicle Code (VC) 23152(a)/23153(a)) cases presented for filing were 10,421. In 2023, those cases rose to 12,421. The number of DUI-Alcohol (VC 23152(b)/23153(b)) cases presented for filing in 2022 was 8,849, and those numbers increased to 10,530 in 2023. During that same time frame, that 20% increase applied to the number of DUI cases filed. In 2022, the number of DUIs filed was 9,527, and, in 2023, those numbers rose to 11,309. Likewise, the number of DUI-Alcohol cases filed went from 8,488 to 10,530 between 2022 and 2023. The 2023 numbers have not been this high since 2019 (before the pandemic). Also of concern, the number of vehicular homicide while intoxicated cases presented and filed (California Penal Code (PC) 191.5(b)) reached a six year high with numbers not seen since 2017.

The troubling rise in the number of DUIs and intoxicated related fatalities are reflected in the number of 2023 traffic deaths being publicized in Los Angeles. The Los Angeles Police Department (LAPD) reported the number of traffic deaths tied to intoxicated drivers doubled in the first part of 2023. (Leonard, Eric. "DUIs a 24 Hour-a-Day Problem in LA." NBC LA. April 26, 2023.) For the entire 2023 calendar year, LAPD recorded more traffic deaths than murders. (Leonard, Eric. "Traffic Fatalities Eclipse Murders in Los Angeles in 2023." KNBC. January 10, 2024.) In fact, the amount of people moving out of California has done nothing to curb the rising numbers of vehicular fatalities. (Palm, Iman. "Why Have Traffic Fatalities Increased in California When More People are Leaving the State?" KTLA. July 2, 2023.)

To combat and account for these rising numbers of DUIs and vehicular fatalities, in 2020, LADA updated its case tracking capabilities and began to better account for DUIs and vehicular homicides prosecuted within LADA. The LA County numbers detailed above are a shocking indicator of how these cases present a very serious public safety issue within LA County.

Based on a Fiscal Year (FY) 2017 grant from the Office of Traffic Safety (OTS), LADA created the DUI Training and Prosecution Section (DTAPS) in attempt to address and combat the ongoing and increasing DUI and DUID problems within LA County. One of the main goals of DTAPS has been to prioritize and continue to expand a vertical prosecution program to facilitate the specialized prosecution of the most high-profile, and serious DUID and DUI Alcohol-Drug Combination (DUI-Combo) cases (nearly all being DUI-related murders). In doing so, the DTAPS lawyers provide their vast amounts of experience and expertise to ensure these tragic cases are vigorously prosecuted and that justice can be thoroughly pursued for the victims and their families. Unfortunately, the DDAs in DTAPS are limited in the number of cases they can vertically prosecute because of the overwhelming amount of time necessary in prosecuting such cases and the attention and resources needed to devote to the remaining objectives and goals of DTAPS. The DUI vehicular homicide cases vertically prosecuted by DTAPS encompass only a small percentage of the cases being prosecuted by the entire LADA.

In January 2017, DTAPS established a rollout program for DUID and DUI-Combo fatality cases. DUID and DUI-Combo cases involving a homicide or grave injury are screened by, and when deemed appropriate based on the criteria discussed above, vertically prosecuted by DTAPS DDAs. DTAPS always has been,

and will continue to be, available to rollout, provide consultation, and to support DDAs and members of law enforcement handling any DUI related homicide case not vertically prosecuted by DTAPS.

Another important goal of DTAPS, geared towards tackling these problems, is providing comprehensive, standardized training to DDAs and law enforcement on DUI-Alcohol and DUID cases. DTAPS has made great strides to implement and continually improve the DUI training provided to veteran and newly-hired LADA prosecutors.

All newly-hired DDAs receive immersive training during their probationary period on effective strategies for prosecuting DUI-Alcohol and DUID cases. During this training, DDAs conduct mock direct examination of officers and lab analysts, who also provide a lecture-based component on how alcohol consumption affects divided attention skills. The DUID training also includes instruction from veteran, certified DREs, as well as analysts from the crime lab. The training focuses on the difference between DUI-Alcohol and DUID cases, and how best to utilize the available facts and results, such as standardized field sobriety tests (SFSTs), DRE investigations, and quantitative results.

In addition to newly-hired DDAs, DTAPS spends a great deal of time training veteran DDAs and making sure these prosecutors are kept current with the latest changes in the law and in investigative and trial strategies. The DTAPS lawyers make themselves available to all prosecutors in the LADA to answer questions and address issues in all DUI cases and often assist DDAs in court as well. DTAPS assists senior DDAs who review, file, and prosecute some of the most serious DUI-related fatalities.

Not only does DTAPS educate and train prosecutors inside and outside the LADA, but the DDAs in DTAPS have working relationships with nearly all the 100 plus law enforcement agencies within Los Angeles County. DTAPS receives frequent requests to train law enforcement officers in all aspects of DUI investigations, including report writing, testifying, and legal updates and trends. In addition to DUI patrol officers, DTAPS frequently trains senior traffic detectives in conducting vehicular homicide investigations and preparing those cases for filing and court.

One of the positives to come from having to adapt to limitations imposed by COVID, the lawyers in DTAPS now provide hybrid live-virtual trainings and recorded trainings for future viewings. These trainings cover a wide variety of topics from the prospective of both a prosecutor and a law enforcement officer. By having these trainings available to prosecutors and law enforcement, filing standards have become more consistent, and investigations and prosecutions have improved. This conformity is essential - and perhaps remarkable - given the size of the County, the number of law enforcement agencies in LA County, and the number of offices in the LADA.

In an effort to better equip prosecutors and law enforcement officers with the tools needed to tackle the challenges of DUI and DUID cases, DTAPS published its own DUI/DUID manual on the investigation and prosecution of these cases. The publication, entitled The Investigation and Prosecution of Drug-Impaired Drivers, compiled DUI/DUID related statutes, case law, and published studies into one manual as a resource for prosecutors and law enforcement state-wide. The publication has already been widely distributed and, based on the feedback we have received, is being hailed as a preeminent resource. The first manual was published in 2021 and a revised edition, with updates on recent caselaw and new studies, will be published in 2024.

DTAPS has an ongoing collaboration with the California Traffic Safety Resource Prosecutor Training Network (TSRP) and our colleagues at the Los Angeles City Attorney's Office (LACA). DTAPS has taught a portion of Traffic Colleges (North and South) in 2018-2023 and has already scheduled attending and presenting at both colleges in 2024. In addition, DTAPS now frequently conducts its quarterly, Regional Roundtables in conjunction with TSRP and LACA, which allows for presenting a wider variety of relevant content while reaching a larger audience.

As part of a FY 2020 grant award, OTS funded a part-time LADA Investigator to join DTAPS as a Drug Recognition Expert (DRE). The DA Investigator (DAI) is a sworn officer who came to the LADA Bureau of Investigation as a trained and qualified DRE. Since joining DTAPS as a DRE, the DAI has re-certified as a DRE and has become available to all LADA DDAs, as well as local law enforcement agencies, for DRE-related issues. The DAI-DRE has been consulting on cases, participating in DTAPS trainings, and testifying

in court as a DRE. Since many agencies have few or no DREs, the availability of a DRE in DTAPS has allowed DDAs in LADA to consult with the DRE from the filing stage all the way through to trial. The DRE has also made himself available to serve as an expert consultant to assist trial deputies with the preparation for, and cross-examination of, defense expert witnesses. The DAI-DRE has been an active partner in conducting prosecution and law enforcement trainings. The DRE serves as a regional resource to law enforcement agencies and investigators on case evaluations in those instances where no DRE is available to work on the initial investigation. The DAI-DRE has been an invaluable resource to DTAPS and an outstanding asset to the LADA.

DTAPS has worked, and continues to work, with multiple law enforcement agencies within Los Angeles County to encourage officers to complete DRE training or obtain re-certification to address the critical shortage of qualified officers in the County. DTAPS has made presentations on this critical need to most of the law enforcement agencies within the County. The DAI-DRE has encouraged more officers to attend DRE school when the DAI-DRE has attended law enforcement briefings. DTAPS has provided report writing and courtroom testimony training, while emphasizing and highlighting the need for more DREs, at various SFST, Advanced Roadside Impairment Driving Enforcement (ARIDE), and DRE schools. DTAPS has also partnered with the California Highway Patrol (CHP) Statewide Coordinator to inform agencies that reimbursement for DRE school is available.

A yearly goal for DTAPS has been increasing the number of DREs within all LA County law enforcement agencies, with a particular emphasis on the Los Angeles County Sheriff's Department (LASD). Although employing the largest number of sworn law enforcement officers in the country, the LASD was slow to train and certify its own deputies as DREs. As of 2020, LASD had 7 DREs for their entire department. In early 2021, after a meeting between DTAPS and high-ranking LASD personnel, the LASD agreed to increase its number of DREs. As of January 2023, the LASD now has nearly 50 active, certified DREs. This was partly accomplished through the efforts of DTAPS by conducting trainings during LASD SFST, ARIDE, and DRE courses. DTAPS also trains at LAPD and CHP SFST, ARIDE, and DRE courses.

DTAPS has been working with many Los Angeles County law enforcement agencies to assist them and provide guidance on updating and modernizing the agency's standardized DUI and DRE arrest reports. Due to changes in the law regarding chemical test advisements, many law enforcement agencies have outdated verbiage, or language that has been deemed legally deficient, contained in the reports that arresting officers use when making DUI and DRE related arrests. DTAPS continues to work with these agencies to update and correct these issues. In addition, DTAPS has been advocating for these agencies to add "Watson" advisements to DUI-related arrest reports and has been training officers to provide these warnings to motorists stopped for egregious traffic violations, regardless of whether they result in misdemeanor arrests or simple traffic tickets. Many agencies have adopted, or are in the process of adopting, this recommendation, thereby assisting prosecutors and investigators in deciding whether a DUI vehicular homicide would be more appropriately charged as a "Watson" murder and, in some cases, making it easier to prove the necessary knowledge element in court.

DTAPS has partnered with the LASD - Scientific Services Bureau (SSB) to advocate and promote their receiving of funding to update their drug testing capabilities and to modernize and improve their laboratories. Based on a separate FY 2017 OTS Grant, SSB received funding to obtain a liquid chromatography tandem mass spectrometry (LCMS) machine for confirmatory and quantitative analysis of drug-impaired driving blood submissions, including delta-9 THC, the psychoactive component of marijuana. DTAPS worked with SSB in attempt to utilize LCMS testing in analyzing blood samples for individuals who may have been DUID-marijuana. DTAPS then trained and promoted the importance of the utilization of these testing results in DUID-marijuana cases. Additionally, in 2022, SSB applied for and received grant funds from the CHP to modernize and improve all their antiquated drug testing capabilities. DTAPS played a major role in SSB receiving these funds by appearing before the Los Angeles County Board of Supervisors to advocate for the receipt of the funds.

DTAPS continues to collaborate with SSB to train newly-hired DDAs by providing instruction on the technical aspects of forensic toxicology. This instruction includes guidelines on when the analyses can be utilized by a forensic toxicologist to render a legally admissible opinion about whether someone was under the influence of drugs at the time of driving. This partnership has allowed DDAs to better understand the analytical results when reviewing DUID cases for a potential criminal filing, and when prosecuting a filed

DUID case. This allows DDAs to have a better understanding of SSB's analytical results, which will increase the effectiveness of the presentations of this evidence to a jury.

DTAPS continues to play a major role in improving and standardizing the McNeely Warrant form - the mechanism for obtaining blood from drivers suspected of operating a motor vehicle while under the influence of alcohol and/or drugs. DTAPS authored and trains on this form with all its LA County law enforcement partners. The standardization of this form streamlines and expedites the warrant process for DUI investigations by ensuring the same form is used county-wide, thus allowing for familiarity with the judges who must review and ultimately sign the warrants. DTAPS has ensured these forms will expedite the process by which blood is obtained and increase the likelihood of detecting any impairing substance in the blood before dissipation.

DTAPS now works closely alongside with, and is a member of, the new Los Angeles Traffic Group which brings together traffic investigators from all over LA County to discuss issues and trends in vehicular fatalities and traffic related crimes. Additionally, DTAPS attends and participates in the CHP's Los Angeles Regulate Impaired Driving Effort Task Force.

In effort to educate and interact with school age children about the dangers of DUIs, DTAPS now works with the CHP and participates in the "Every 15 Minutes" program at local high schools. This provides an excellent opportunity for the members of DTAPS to share its knowledge and experience with students to make them aware of the dangers and legal consequences of engaging in this behavior.

Based on a 2019 OTS grant, DTAPS was awarded funding for an on-call nurse through a private medical service to draw blood in suspected DUI cases in which blood cannot be drawn at a hospital. Whether the nearest hospital is too far from the location of an arrest, or the nearest hospital is unable or unwilling to perform a blood draw, the on-call blood draw service is vital to ensuring necessary evidence is collected in a timely manner. The inability or refusal of some hospitals to cooperate with law enforcement and draw blood, even with a warrant, places officers in one of two untenable situations: 1) they must try to get blood drawn from another hospital, or 2) simply forego obtaining a blood sample. Both situations significantly hinder a DUI investigation. When officers are forced travel to another hospital, the delay impedes the ability to find traceable alcohol and/or drugs (like cannabis which dissipates rapidly) in the suspect's blood. If no blood is drawn, the officers are left with only the initial observations by the roadside officer and a DRE, if one is available, which makes prosecution much more difficult.

For previous OTS grant periods, LADA asked for and was granted funding for the on-call nurse program. The program has been a tremendous success since its inception. DTAPS has been training law enforcement agencies throughout the County about the program's availability and these same agencies immediately utilized this valuable resource. Unfortunately, while the program has been tremendously successful in each of the five years in existence, the funding devoted to the on-call nurse program has been exhausted in a matter of six to eight months. Due to the size of LA County, the number of law enforcement agencies working in the County, and the growing number of drivers arrested every year for DUIs, the amount granted for this program needs to be increased to meet this demand. This need is magnified by the growing number of hospitals unable or unwilling to assist law enforcement with blood draws.

Funding from OTS will allow DTAPS to continue to vertically prosecute Los Angeles County's most serious DUID and DUI-Combo related vehicular homicides, all while providing important DUI related training to prosecutors and law enforcement agencies.

2. PERFORMANCE MEASURES

A. Goals:

- 1. Improve the prosecution knowledge and expertise of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases.
- 2. Increase the number of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases filed and prosecuted.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The	1
kick-off press releases and media advisories, alerts, and materials must be	
emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to	

your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	
 Create or expand a Vertical Prosecution Program with the City Attorney or District Attorney's Office by November 30. The program will facilitate the prosecution of all DUI drug cases, all DUI alcohol and drug combination cases, and if applicable, all felony DUI alcohol cases with death or injury. 	1
 Develop and implement a system for gathering, tracking, and reporting all DUI case reviews, filings, and outcomes in the county/city by December 31, differentiating between: 1) DUI Alcohol-only; 2) DUI Drug-only; and 3) DUI Combination 	1
 Report on all DUI case reviews, filings and outcomes in the county or city throughout the grant, differentiating between: 1) DUI Alcohol-only; 2) DUI Drug- only; and 3) DUI Combination Alcohol and Drug cases. 	4
5. Partner with the California Traffic Safety Resource Prosecutor Training Network to provide comprehensive training in the prosecution of DUI Alcohol and DUI Drug cases with an effort to reach prosecutors and investigators.	1
6. Send the funded prosecutor(s) to trainings/meetings sponsored by OTS and/or the California Traffic Safety Resource Prosecutor Training Network.	1
7. Coordinate and host four in person regional roundtable law enforcement meetings (one each quarter, with telephone or internet conference capabilities for the CA OTS Staff) to provide information on the DUI Vertical Prosecution Program, interact with law enforcement to identify means to improve DUI investigation and prosecution, and assess technical assistance needs for training on DUI investigation and court testimony. OTS staff, local law enforcement, CHP and probation staff should be included in the roundtable. Agenda and minutes should be produced and distributed. All four meetings for the year should be scheduled in the first quarter of the grant.	4
 Coordinate with local law enforcement agencies on the development of an on-call response protocol for the investigation of fatal and major injury DUI vehicle crashes, and to report on response activities 	1
 Participate in at least one DUI saturation ride-along. Note: The funded vertical prosecutor(s) and investigator should participate within the first quarter of the grant. 	5
10. Respond to at least one fatal DUI crash investigation scene. Note: The funded vertical prosecutor(s) and investigator(s) should achieve this objective within the first quarter of the grant.	1
11. Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.	4
12. District Attorney's Office / City Attorney's Office to partner with local school and/or youth organizations to provide educational programming about the dangers and consequences of driving under the influence of alcohol and/or drugs.	1
13. Send prosecutors/DA Investigators to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
14. Send prosecutors/DA Investigators to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
15. Send prosecutors/DA Investigators to the Drug Recognition Expert (DRE) training.	1
16. Attend and observe at least one DUI checkpoint. Note: The funded vertical prosecutor(s) and investigator should participate within the first quarter of the grant.	5
17. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.	1
 METHOD OF PROCEDURE A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year) 	

- Recruit and hire all staff for the grant.
- Procure all materials necessary to implement the grant.
- Identify dates and schedule the four in person Roundtable Meetings (one each quarter with telephone or video conference capabilities). Notify the OTS coordinator of the dates. Meetings are meant to provide information on the DUI Vertical Prosecution Program, interact with law enforcement to identify means to improve DUI investigation and prosecution, and assess technical assistance needs for training on DUI investigation and court testimony. OTS staff, TSRP staff, local law enforcement, CHP, and probation staff should be included in the roundtable. Agenda and minutes should be produced and distributed. All four meetings for the year should be scheduled in the first quarter of the grant.
- Develop protocols to be used to measure the success of the DUI Prosecution Program.
- Conduct training for all program staff outlining the goals and objectives of the grant.
- Refer cases for prosecution to the grant-funded Deputy District/City Attorney(s).
- Transfer all pending DUI cases which qualify under this program so that vertical prosecution may begin.
- Develop a training protocol for law enforcement agencies within the county, and start a process of coordinating all reporting, investigation, and referral of cases that qualify under the grant.

Media Requirements:

 Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)

- Prosecution will be on-going. The Deputy District/City Attorney(s) will review DUI cases from all law enforcement agencies in the county/city.
- Training for law enforcement personnel, District Attorney Investigators, and other Deputy District/City Attorneys will begin and continue throughout the program.
- Prosecutor(s) will:

a) Work to secure convictions (as justice requires) and appropriate sentences that reflect the public safety risk posed by the offender.

b) Mentor trial attorneys on how to successfully try high-risk DUI offenders.

c) Host Quarterly Roundtable meetings with law enforcement personnel, TSRP, and OTS Coordinator.d) Work with the TSRP to obtain and deliver high quality DUI prosecution training programs to non-grant-funded prosecutors.

e) Work with the TSRP to obtain and deliver high quality DUI investigation, report writing, and courtroom testimony training programs to law enforcement personnel (police officers, deputies, District Attorney Investigators, and crime lab scientists).

f) Attend training programs that cover evaluation and preparation of DUI drug cases, marijuana, prescription drugs, drug trends, people's experts, defense challenges, cross-examination of experts, SFST evidence, jury considerations and toxicology evidence, and incorporate this information into DUI trainings for attorneys and law enforcement personnel.

g) Send the funded vertical prosecutor(s) and investigator to the NHTSA "Advanced Roadside Impaired Driving Enforcement" (ARIDE) 16 hour POST-Certified training, if not already trained. Note: The funded vertical prosecutor(s) and investigator(s) should achieve this objective within the first quarter of the grant.

Media Requirements

The following requirements are for all grant-related activities:

Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at <u>pio@ots.ca.gov</u> for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are
 embargoed or could impact operations by publicizing in advance are exempt from the PIO
 approval process. However, announcements and results of activities should still be copied to the
 OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or
 with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at <u>pio@ots.ca.gov</u> and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.

- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the <u>OTS Grants Materials Approval Process Guidelines</u> and <u>OTS Grants Media Approval Process FAQs</u> on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. <u>Phase 3 – Data Collection & Reporting (Throughout Grant Year)</u>

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30) 2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405d AL-25	20.616	Impaired Driving	\$1,784,727.00
		Countermeasures	

COST CATEGORY	Fund Number	UNIT COST OR RATE	Units	TOTAL COST TO GRANT
A. PERSONNEL COSTS				-
Straight Time		• • • • • •		• • • • • • • • •
Deputy District Attorney IV	405d AL- 25	\$111.16	2,080	\$231,213.00
Benefits - DDA IV	405d AL-	\$145,434.00	1	\$145,434.00
	25	φ1+0,+0+.00	'	φ1+0,+0+.00
Deputy District Attorney III	405d AL-	\$94.00	6,240	\$586,560.00
	25			
Benefits - DDA III	405d AL-	\$368,939.00	1	\$368,939.00
	25	<u> </u>		
Senior Investigator (DAI)	405d AL- 25	\$82.70	1,040	\$86,008.00
Benefits - DAI	405d AL-	\$54,099.00	1	\$54,099.00
Denenita - DAi	25	φ04,099.00	1	ψ04,099.00
Uniform Allowance - DAI	405d AL-	\$875.00	1	\$875.00
	25			
Shooting Bonus - DAI	405d AL-	\$192.00	1	\$192.00
	25			.
Bilingual Bonus - DAI	405d AL-	\$600.00	1	\$600.00
DDAs Equipment/Educational Bonus	25 405d AL-	\$2,000.00	1	\$2,000.00
DDAS Equipment/Educational Bonus	4050 AL- 25	φ2,000.00	I	φ2,000.00
Overtime				
				\$0.00
Category Sub-Total				\$1,475,920.00
B. TRAVEL EXPENSES				<i>\(\)</i>
In State Travel	405d AL-	\$8,000.00	1	\$8,000.00
	4050 AL- 25	φο,000.00	I	φ0,000.00
	20			\$0.00
Category Sub-Total				\$8,000.00
				φ0,000.00
C. CONTRACTUAL SERVICES Phlebotomist	405d AL-	¢150 115 00	4	¢450,445,00
Phiebotomist	4050 AL- 25	\$152,415.00	1	\$152,415.00
Category Sub-Total	20			\$152,415.00
• •				φ152,415.00
D. EQUIPMENT			Г	<u> </u>
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
Court Transcript Fees	405d AL-	\$1,000.00	1	\$1,000.00
	25			

GRANT TOTAL			\$1,784,727.00
Category Sub-Total			\$147,392.00
Indirect Cost	405d AL- 25	1	\$147,392.00
F. INDIRECT COSTS			
Category Sub-Total			\$1,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

Deputy District Attorney IV - Hours for prosecutor dedicated to vertically prosecute all felony cases involving driving under the influence of alcohol and/or drugs. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term. The prosecutors will attend training provided by the Traffic Safety Resource Prosecutor Program and deliver training to law enforcement, investigators and other attorneys within the District Attorney's Office

Benefits - DDA IV - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

Deputy District Attorney III - Hours for prosecutor dedicated to vertically prosecute all felony cases involving driving under the influence of alcohol and/or drugs. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term. The prosecutors will attend training provided by the Traffic Safety Resource Prosecutor Program and deliver training to law enforcement, investigators and other attorneys within the District Attorney's Office

Benefits - DDA III - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

Senior Investigator (DAI) - Hours used to consult and offer assistance on all DUID related issues, including, but not limited to: reviewing police reports; responding to the scene of a traffic fatality; offering strategies in prosecutions and case presentations; and being available to testify as an expert in court. Additionally, the Senior Investigator will serve as an instructor and training resource on all DRE related issues to local law enforcement agencies and prosecutors in the county.

Benefits - DAI - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

Uniform Allowance - DAI - Senior Investigator Uniform Allowance

Shooting Bonus - DAI - Senior Investigator Shooting Bonus

Bilingual Bonus - DAI - Senior Investigator Bilingual Bonus

DDAs Equipment/Educational Bonus - Equipment/Educational Bonus at \$500 each for all DDAs

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers, Northern California Traffic College, and Southern California Traffic College. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

Phlebotomist - To draw and collect blood samples during OTS funded grant operations from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.

EQUIPMENT

OTHER DIRECT COSTS

Court Transcript Fees - Funds for the purchase of court transcripts that include testimony from law enforcement and expert witnesses.

INDIRECT COSTS

Indirect Cost - 10% IDC

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- <u>23 CFR part 1300</u>—Uniform Procedures for State Highway Safety Grant Programs;
- <u>2 CFR part 200</u>—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- <u>2 CFR part 1201</u>—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (<u>42 U.S.C. 2000d</u> *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- <u>49 CFR part 21</u> (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (<u>42 U.S.C. 4601</u>), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (<u>42 U.S.C. 6101</u> et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (<u>42 U.S.C. 12131-12189</u>) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and <u>49 CFR parts 37</u> and <u>38</u>;
- <u>Executive Order 12898</u>, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- <u>Executive Order 13166</u>, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- <u>Executive Order 13985</u>, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- <u>Executive Order 13988</u>, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of <u>49 CFR</u> <u>part 21</u> will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- 2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- 3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
- The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- 5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- 6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- 7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- 8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination;
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING (applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any
person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,
an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding
of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of
any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any
Federal contract, grant, loan, or cooperative agreement;

- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

- 1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of <u>2 CFR parts 180</u> and <u>1200</u>.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in <u>2 CFR parts 180</u> and <u>1200</u>. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under <u>48 CFR part 9, subpart 9.4</u>, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with <u>2 CFR parts 180</u> and <u>1200</u>.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under <u>48 CFR part 9, subpart 9.4</u>, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under <u>48 CFR part 9</u>, <u>subpart 9.4</u>, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of <u>2 CFR parts 180</u> and <u>1200</u>.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in <u>2 CFR parts 180</u> and <u>1200</u>. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under <u>48 CFR part 9, subpart 9.4</u>, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with <u>2 CFR parts 180</u> and <u>1200</u>.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under <u>48 CFR part 9, subpart 9.4</u>, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under <u>48 CFR part 9</u>, <u>subpart 9.4</u>, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST (applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- 1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
- 2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- 1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict
 of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best
 interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- 3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

AMENDMENT NUMBER THREE TO THE AGREEMENT BETWEEN LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND VITAL MEDICAL SERVICES, LLC

AMENDMENT NO.3

THIS AMENDMENT to the On-Call DUI Blood Draw Services Agreement ("Agreement" or "Contract") is made and entered into by and between the Los Angeles County ("County") and Vital Medical Services, LLC ("Contractor"), hereafter referenced as the Parties ("Parties"), with reference to the following facts:

RECITALS

WHEREAS, on November 2, 2021, the Board of Supervisors (Board) delegated authority to the Los Angeles County District Attorney's Office ("LADA") to execute and amend an Agreement for on-call DUI blood draw services;

WHEREAS, on February 7, 2022, the County, in accordance with Government Code Sections 23005 and 31000, entered into an Agreement with Contractor;

WHEREAS, Amendment Number One was executed to extend the term of the Agreement to September 30, 2023, to continue the on-call DUI blood draw services, increase the maximum compensation by one hundred thousand dollars (\$100,000) for a maximize total contract cost not to exceed two hundred thousand dollars (\$200,000), and add and update standard County contract terms and conditions in the Agreement;

WHEREAS, Amendment Number Two was executed to extend the term of the Agreement to September 30, 2024, to continue the on-call DUI blood draw services, increase the maximum compensation by two hundred thousand dollars (\$200,000) for a maximize total contract cost not to exceed four hundred thousand dollars (\$400,000); and add and update standard County contract terms and conditions in the Agreement; and

WHEREAS, the Parties mutually agree that it is to both of their benefit to execute Amendment Number Three, to exercise the six month-to-month extensions by extending the term of the Agreement to March 31, 2025, to continue on-call DUI blood draw services and increase the total contract sum up to fifty thousand dollars (\$50,000) for a maximum total contract cost not to exceed four hundred fifty thousand dollars (\$450,000).

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the Parties that the Agreement shall be amended as follows:

1. This Amendment No.3 shall commence and be effective upon execution.

- 2. Section 4 TERM OF CONTRACT, paragraph 4.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 4.1 The term of this CONTRACT shall commence after execution by the County and shall expire March 31, 2025, unless sooner terminated or amended, in whole or in part, as provided in this CONTRACT.
- 3. Section 5 CONTRACT SUM, 5.1 Total Contract Sum, paragraph, 5.1.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 5.1.1 The "Contract Sum" under the Term of Contract shall be the total monetary amount payable by COUNTY to CONTRACTOR for Services specified under Exhibit A - Statement of Work, which is consistent with the costs listed in Exhibit B - Pricing Schedule. The Contract Sum authorized by COUNTY hereunder shall not exceed four hundred fifty thousand dollars (\$450,000) for the Term of Contract.
- 4. Except as provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number Three.

COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE CONTRACTOR VITAL MEDICAL SERVICES, LLC.

By: ______ Armen Vartanian, President

Date: _____

Date: _____

APPROVED AS TO FORM DAWYN R. HARRISON County Counsel

By:

ELIZABETH PENNINGTON Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	Board Memo		☐ Other	
CLUSTER AGENDA REVIEW DATE	9/11/2024			
BOARD MEETING DATE	9/24/2024			
SUPERVISORIAL DISTRICT AFFECTED	All 1 st 2 nd	3rd 4th 5th		
DEPARTMENT(S)	Public Works			
SUBJECT	•	olsey Fire Reconstruction Project		
PROGRAM	N/A			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No			
SOLE SOURCE CONTRACT	☐ Yes ⊠ No			
	If Yes, please explain why: N/A			
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	Yes Do – Not Applicable			
DEADLINES/ TIME CONSTRAINTS	Grant funding requires project to be substantially completed by December 2025.			
COST & FUNDING	Total cost: \$3,000,000	Funding source: The project is funded by Fire Distric Outlay Fund (J13) Capital Projec Accumulated Capital Outlay Fund and an appropriation adjustment f Accumulated Capital Outlay Fund	ts and Fire District's – Services and Supplies; rom the Fire District's –	
	TERMS (if applicable): N/A			
	Explanation: N/A			
PURPOSE OF REQUEST	Public Works, acting on behalf of the Consolidated Fire Protection District, is seeking Board approval to reject all construction bids, approve the revised project budget, and related appropriation adjustment, readvertise for construction bids, and authorize the award of a construction contract for the Fire Camp 13 Woolsey Fire Reconstruction Project.			
BACKGROUND		ated to this project on June 27, 2023		
(include internal/external issues that may exist including any related motions)	exempt from the California Environmental Quality Act; approve the proposed project; approve the project budget; approve an appropriation adjustment; adopt plans and specifications; advertise for construction bids; and authorize the Director of Public Works to award and execute a construction contract.			
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how: N/A			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: This project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity			
DEPARTMENTAL CONTACTS		Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217,		



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

> IN REPLY PLEASE REFER TO FILE:

September 24, 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:

CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA FIRE CAMP 13 WOOLSEY FIRE RECONSTRUCTION PROJECT REJECT ALL BIDS APPROVE REVISED PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT AND ADOPT, ADVERTISE, AND AWARD SPECS. 7823R1; CAPITAL PROJECT NO. 88721 FISCAL YEAR 2024-25 (SUPERVISORIAL DISTRICT 3) (3 VOTES)

SUBJECT

Public Works is seeking Board approval to move forward with the proposed Fire Camp 13 Woolsey Fire Reconstruction Project, reject all bids, approve the revised project budget, approve an appropriation adjustment, readvertise for construction bids, and authorize the award of a construction contract for the proposed project.

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

1. Find that the recommended actions are within the scope of the previously approved exemption from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the previously approved project.

MARK PESTRELLA, Director

- 2. Reject all bids received by Public Works on July 26, 2023, for the construction of the Fire Camp 13 Woolsey Fire Reconstruction Project, Capital Project No. 88721.
- 3. Approve the revised project budget of \$3,000,000; an increase of \$923,000 from the previously Board-approved amount of \$2,077,000; for the Fire Camp 13 Woolsey Fire Reconstruction Project, Capital Project No. 88721.
- Approve the appropriation adjustment to transfer \$923,000 from Fire District's Accumulated Capital Outlay Fund Services and Supplies to the Fire Camp 13 Woolsey Fire Reconstruction Project, Capital Project No. 88721 to fully fund the project.
- 5. Adopt revised plans and specifications that are on file with Public Works for construction of the Fire Camp 13 Woolsey Fire Reconstruction Project.
- Instruct the Executive Officer of the Board to readvertise the Fire Camp 13 Woolsey Fire Reconstruction Project for bids to be received and opened on October 23, 2024, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
- 7. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$3,000 not-to-exceed amount funded by the project.
- 8. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total budget, to establish the effective date of the contract upon receipt by Public Works of acceptable performance and

payment bonds and evidence of required contractor insurance, and to take all other actions necessary and appropriate to deliver the project.

- 9. Delegate authority to the Director of Public Works or his designee to execute any easements, permits, and utility connection agreements necessary for the completion of the project, provided that the costs related to these easements, permits, and agreements do not cause the project to exceed the approved project budget.
- 10. Authorize the Director of Public Works or his designee to carry out, manage, and deliver the project on behalf of the Consolidated Fire Protection District of Los Angeles County; award and execute consultant agreements, amendments, and supplements within the same authority and limits delegated to the Director of Public Works or his designee by the Board for County Capital Improvement Projects; accept the project; and release retention upon acceptance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are within the scope of the Board's previous exemption finding under the California Environmental Quality Act; reject all construction bids received on July 26, 2023; approve the revised project budget; approve an appropriation adjustment; adopt revised plans and specifications; readvertise for construction bids; and authorize the Director of Public Works to award and execute a construction contract for the Fire Camp 13 Woolsey Fire Reconstruction Project.

Background

Fire Camp 13 is a fire suppression facility located at 1250 Encinal Canyon Road in the City of Malibu. Fire Camp 13 houses low security state inmates and is jointly operated by the Consolidated Fire Protection District of Los Angeles County and the California Department of Corrections and Rehabilitation. Under the supervision of the Fire District, inmates provide various fire prevention services, including the clearing of brush to create a defensible barrier around forest fires. The Fire Camp 13 Woolsey Fire Reconstruction Project consists of replacing the California Department of Corrections officers sleeping quarters building and the training area canopy that were destroyed by the 2018 Woolsey Fire with new structures of the same size; and refurbishing the existing classroom building

that was damaged by the 2018 Woolsey Fire. The sizes of the structures are approximately 1,250 square feet; 1,400 square feet; and 1,000 square feet, respectively. On July 26, 2023, two bids were received (see Enclosure A). The lowest lump sum base bid price; totaling \$1,820,574; submitted by the apparent lowest responsive and responsible bidder MLC Constructors, Inc., far exceeded the estimated construction cost of \$1,350,000. The bid prices submitted by the bidders were high due mostly to the shortened duration of the construction schedule. We are recommending that the Board reject all bids received for this project.

The plans and specifications have been revised to increase the construction duration and the project budget has also been increased to meet the higher construction costs. Revised plans, specifications, and jurisdictional approvals have been completed, and it is recommended that the Board adopt and advertise the revised plans and specifications for construction bids as required under the Public Contract Code.

In order to accelerate the delivery of the project, it is recommended that the Board authorize the Director of Public Works to award and execute a construction contract with the lowest responsive and responsible bidder if the low bid can be awarded within the total project budget approved by the Board.

The proposed consultant services agreement requires the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule that conforms to the County of Los Angeles' schedule specification.

It is anticipated that construction of the project will begin in February 2025 and be substantially completed in November 2025.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize tomorrow's government today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure. These recommended actions support the Strategic Plan by investing in public safety infrastructure improvements that will enhance the quality and delivery of Fire Department services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The total revised project budget is \$3,000,000, and includes plans and specifications, plan check, consultant services, construction, change order contingency, Civic Arts fee, miscellaneous expenditures, and County services. The budget increase is due to the increase of the construction cost, change order contingency, and increased Civic Arts fee. The project schedule and budget are included in Enclosure B.

The Fire Camp 13 Woolsey Fire Reconstruction Project is funded with \$1,623,000 transferred from various completed Fire District's Accumulated Capital Outlay Fund (J13) Capital Projects and \$454,000 from the Fire District's – Accumulated Capital Outlay Fund Services and Supplies. Approval of the proposed appropriation adjustment (Enclosure C) will transfer \$923,000 from the Fire District's – Accumulated Capital Outlay Fund Services and Supplies to the Fire Camp 13 Woolsey Fire Reconstruction Project, Capital Project No. 88721 to fully fund the project.

Operational Budget Impact

The Fire District will be responsible for the operation and maintenance of the new buildings for the Fire Camp 13 Woolsey Fire Reconstruction Project. It will request ongoing funds to cover these costs as part of its Fiscal Year 2025-26 budget request.

There will be no impact to the current operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

In accordance with the Board's Civic Art Policy amended on August 4, 2020, this project includes a budget of \$22,000 to be allocated to the Civic Arts Special Fund that is 1 percent of the design and construction costs.

The proposed project is less than 10,000 square feet in size and, therefore, not required to meet the Board's policy for Leadership in Energy and Environmental Design Gold certification. However, the project will be designed to support the Board's policy for Green Building/Sustainable Design Program by incorporating water and energy conservation features, enhancing indoor environmental quality by using low gas emitting building materials, and providing daylight through much of the building.

ENVIRONMENTAL DOCUMENTATION

On June 27, 2023, the Board approved the project and found the project categorically exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (a) and (d); 15302 (a); and Classes 1 (c) and (d); and Class 2 (a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. There have been no changes in the project scope, and the recommended actions are within the scope of the project previously determined to be exempt.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Office of Planning and Research in accordance with Section 21152 of the Public Resources Code and will post the notice to the County's website in accordance with Section 21092.2.

CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure D).

This contract opportunity will be listed on the *Doing Business with Us* and *Do Business with Public Works* websites. Public Works will also inform the local small business enterprises about this business opportunity for those certified by the County of Los Angeles Department of Consumers and Business Affairs.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

Standard contracts, in the form previously approved by County Counsel, will be used. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees are included in the contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:HA:cg

Enclosures

c: Department of Arts and Culture (Civic Art Division) Chief Executive Office (Capital Programs Division) County Counsel Executive Office Fire Department Department of Public Social Services (GAIN/GROW Program)

U:\pmdl\fire\FC 13 Rec\PF\Adm\BL\AAA CP Fire Camp 13 (Draft BL).DOCX

CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA FIRE CAMP 13 WOOLSEY FIRE RECONSTRUCTION PROJECT REJECT ALL BIDS APPROVE REVISED PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT AND ADOPT, ADVERTISE, AND AWARD SPECS. 7823R1; CAPITAL PROJECT NO. 88721 FISCAL YEAR 2024-25 (SUPERVISORIAL DISTRICT 3) (3 VOTES)

BID SUMMARY

Project Description:

The scope includes the replacement of the California Department of Corrections officers sleeping quarters building and the training area canopy, and the refurbishment of the existing classroom building.

Financial Information:

Public Works' fair construction cost estimate was \$1,350,000.

Bid Opening Date: July 26, 2023

Bid Summary:

<u>Bidder</u>	Lump Sum <u>Base Bid</u>	Extended Daily Overhead <u>Rate</u>	Total Evaluated <u>Bid Price⁽¹⁾</u>
MLC Constructors, Inc	\$1,779,474	\$1,370	\$1,820,574
Waisman Construction, Inc.	\$2,248,000	\$1,500	\$2,293,000

(1) For purposes of bid evaluation only, the Total Evaluated Bid Price was determined by adding the lump sum base bid, extended overhead daily rate multiplied by 30 calendar days, and \$150,000 bid price reduction for certified Local Small Business Enterprise, if applicable.

CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA FIRE CAMP 13 WOOLSEY FIRE RECONSTRUCTION PROJECT REJECT ALL BIDS APPROVE REVISED CAPITAL PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT AND ADOPT, ADVERTISE, AND AWARD SPECS. 7823R1; CAPITAL PROJECT NO. 88721 FISCAL YEAR 2024-25 (SUPERVISORIAL DISTRICT 3) (3 VOTES)

BID INFORMATION

Bid Number: BRC0000457

- Bid Title: Fire Camp 13 Woolsey Fire Reconstruction Project
- Bid Type: Construction
- Department: Public Works
- Commodity: Buildings
- Open Date: June 27, 2023
- Closing Date: July 26, 2023, 1 p.m.
- Notice of Intent to Award: View Detail
- Bid Amount: \$1,350,000
- Bid Download: Not Available
- The Los Angeles County Public Works is requesting bid submissions for the Fire Camp 13 Reconstruction Project.

The work includes but is not limited to the following: Reconstruction of a one-story approximately 1,248-square-foot building to be used as sleeping quarters for the California Department of Corrections officers. Reconstruction of an approximately 1,403-square-foot shade structure outdoor exercise area. Remodel of an existing one-story, approximately 992-square-foot classroom building.

Amendment Date: Notice to Bidders A was released on July 20, 2023.

Contact Name: Rori Rubio

Contact Phone No.: (626) 458-2584

Contact E-mail: <u>rrubio@pw.lacounty.gov</u>



🖀 Home (/LACoBids/) / 🖵 Admin (/LACoBids/Admin) / 🗐 Open Solicitations (/LACoBids/Admin/BidList) / 🃰 Detail

• Solicitation Detail

Soliciation Number:	BRC000457					
Title:	Fire Camp 13 Woolsey Fire Reconstruction Project					
Department:	Public Works	Public Works				
Bid Type:	Construction	Construction Bid Amount: \$1,350,000.00				
Commodity:	BUILDING CONSTRUCTION SERVI	BUILDING CONSTRUCTION SERVICE, INDUSTRIAL (WAREHOUSE, ETC.)				
Description:	The 2018 Wolsey Fire destroyed and damaged structures at Fire Camp 13 in Malibu. The proposed project will replace the California Department of Corrections officers sleeping quarters building and the training area canopy, and refurbish the existing classroom building. Less					
Open Day:	6/27/2023	Close Date:	7/26/2023 1:00:00 PM			
Contact Name:	Rori Rubio	Contact Phone:	(626) 458-2584			
Contact Email:	rrubio@dpw.lacounty.gov	•				
Last Changed On:	6/28/2023 7:35:28 AM					
Attachment File (0) :	• Click here to download attachment files.					
		Update (/LACoBids/Admir	n/UpdateBid/ODAwNzQ5Nj l 4MjMy)			



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ENCLOSURE B September 24, 2024

CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA FIRE CAMP 13 WOOLSEY FIRE RECONSTRUCTION PROJECT REJECT ALL BIDS APPROVE REVISED PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT AND ADOPT, ADVERTISE, AND AWARD SPECS. 7823R1; CAPITAL PROJECT NO. 88721 FISCAL YEAR 2024-25 (SUPERVISORIAL DISTRICT 3) (3 VOTES)

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date	Revised Scheduled Completion Date
Construction Documents	12/2022*	12/2022*
Jurisdictional Approvals	04/2023*	04/2023*
Construction Award	07/2023*	02/2025
Substantial Completion	12/2023*	11/2025
Project Acceptance	12/2023*	12/2025

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Board- Approved Budget	Impact of this Action	Proposed Project Budget
Hard Costs			
Construction	\$1,350,000	\$650,000	\$2,000,000
Change Orders	\$ 135,000	\$165,000	\$ 300,000
Civic Arts	\$ 15,000	\$ 7,000	\$ 22,000
Hard Costs Subtotal	\$1,500,000	<u>\$822,000</u>	<u>\$2,322,000</u>
Soft Costs			
Plans and Specifications	\$ 155,000	\$ 15,000	\$ 170,000
Consultant Services	\$ 95,000	\$ 11,000	\$ 106,000
Miscellaneous Expenditures	\$ 30,000	\$ 0	\$ 30,000
Jurisdictional Review	\$ 22,000	\$ 0	\$ 22,000
County Services	\$ 275,000	\$ 75,000	\$ 350,000
Soft Costs Subtotal	\$ 577,000	<u>\$101,000</u>	<u>\$ 678,000</u>
TOTAL	\$2,077,000	\$23,000	\$3,000,000

BA FORM 11162021

BOARD OF SUPERVISORS OFFICIAL COPY

September 24, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FIRE DEPARTMENT

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

	ADJUST	FY	ED AND REASONS THEREFORE 2024-25 VOTES		
SOURCES			US	SES	
FIRE DEPARTMENT A.C.O. FUND J13-FR-2000-50099 SERVICES & SUPPLIES DECREASE APPROPRIATION		923,000	FIRE DEPARTMENT FIRE CAMP 13 WOOLSEY FIRE RECONSTR J13-CP-6014-65033-88721 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	UCTION	923,000
SOURCES TOTAL JUSTIFICATION The adjustment recognizes the transfer of \$9 Camp 13 Woolsey Fire Reconstruction Project				\$ nd - Services and Supp	923,000
BOARD OF SUPERVISOR'S APPROVAL (AS REQUES	TED/REVISED)	AUTHORIZED SIGNATURE AD	RIAN LI, DIVISION MANAG	GER, FMD
EXECUTIVE OFFICER FOR	CTION	ATION	APPROVED AS REQUESTED APPROVED AS REVISED		

	RECOMMENDATION	APPROVED AS REVISED	
AUDITOR-CONTROLLER	ВҮ	CHIEF EXECUTIVE OFFICER	ВҮ
B.A. NO.	DATE		DATE

CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA FIRE CAMP 13 WOOLSEY FIRE RECONSTRUCTION PROJECT REJECT ALL BIDS APPROVE REVISED PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT AND ADOPT, ADVERTISE, AND AWARD SPECS. 7823R1; CAPITAL PROJECT NO. 88721 FISCAL YEAR 2024-25 (SUPERVISORIAL DISTRICT 3) (3 VOTES)

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Business Relations and Contracts Division, Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

OFFICIAL NOTICE INVITING BIDS

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u> <u>SPECS</u>

PROJECT

DATE OF BID OPENING

3 7823R1

Fire Camp 13 Woolsey Fire

Reconstruction Project

October 23, 2024

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <u>https://pw.lacounty.gov/contracts/opportunities.aspx</u>. For bid information, please call Ms. Rori Rubio of Business Relations and Contracts Division at (626) 458-2584. Bids will only be accepted electronically through BidExpress, a secure bidding service website, at <u>www.bidexpress.com</u>. To submit the bid electronically, register with BidExpress at least one week prior to the bid opening date. Once the bidder is registered, an invitation will be sent to the bidder to allow access to the Public Contracting and Asset Management bid opening. There is a nominal service fee to use BidExpress. Each bid shall be submitted no later than 1 p.m. on October 23, 2024. Bids will be opened, examined, and declared by Public Works on Microsoft Teams Conference Meeting at 2 p.m. on this date.

This information and link to access the bid opening will be posted on Public Works website, on the project information link.

Bids must conform to the drawings and project manual and <u>all bidding requirements</u>. This project requires the prime contractor to possess a valid California General Building (B) license classification at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division I, will hold a prebid conference/site visit on Thursday, October 3, 2024, at 10 a.m., at the project site, 1250 Encinal Canyon Road, Malibu, CA 90265, to provide information on the project, bidding process, and answer any questions that the potential bidders may have. Attendance is strongly recommended.

For further directions, please contact Ms. Rori Rubio with Public Works, Business Relations and Contracts Division, at (626) 458-2584 or <u>rrubio@pw.lacounty.gov</u>.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

Americans with Disabilities Act Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least

one week in advance to ensure availability. When making a reasonable accommodation request, please reference PMI-3.

Información sobre la Ley de Estadounidenses con Discapacidades



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primer marcando al Servicio de Difusión de California al 7-1-1. Solicitudes

pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuándo se haga una petición razonable para acomodo, por favor mencione PMI-3.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated September 24, 2024.

Specs. 7823R1

EDWARD YEN, EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES