



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: January 15, 2025

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Sandra Croxton, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

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

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

To participate in the meeting virtually, please call teleconference number

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

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

Members of the Public may address the Public Safety Cluster on
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE
DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

1. CALL TO ORDER

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

A. **BOARD LETTER:**

Fire Station 83 Underground Piping Replacement Project, Capital Project
No. 89103

Speaker(s): Tom Brown (FIRE)

3. BOARD MOTION ITEM(S):

SD-5 • None

SD-1 • None

SD-2 • None

SD-3 • None

SD-4 • None

4. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Request for Approval to Award Master Agreements and Work Orders for Justice Support Services
Speaker(s): Edward Mokhtarian (JCOD)

B. BOARD LETTER:

Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project
Speaker(s): Tom Afschar (PW)

C. BOARD LETTER:

Camp Glenn Rockey Security Upgrades Project
Speaker(s): Tom Afschar (PW)

D. BOARD BRIEFING:

ROSAS Briefing
Speaker(s): Geradette Montoya (SHERIFF'S)

E. BOARD BRIEFING:

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

F. BOARD BRIEFING:

Office of Inspector General (OIG) Monthly Status and Custody Briefing
Speaker(s): Max Huntsman (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

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

Michael Simpson v. County of Los Angeles, et al.

United States District Court Case No. 2:21-CV-04403

Department: Sheriff's

7. UPCOMING ITEM(S) FOR JANUARY 22, 2025

A. BOARD LETTER:

Accept a Grant Award from California Governor's Office of Emergency
Services for Fiscal Year 2024 Homeland Security Grant Program

Speaker(s): Jack Ewell and Lisa Dye (SHERIFF'S)

B. BOARD LETTER:

Three-Year Lease Amendment

Executive Office of the Board of Supervisors

312 South Hill Street, Los Angeles

Speaker(s): Alexandra Nguyen-Rivera (CEO)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/15/2025								
BOARD MEETING DATE	2/4/2025								
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th								
DEPARTMENT(S)	Fire Department								
SUBJECT	Fire Station 83 Underground Piping Replacement Project								
PROGRAM									
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:								
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.								
DEADLINES/ TIME CONSTRAINTS									
COST & FUNDING	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total cost: \$397,000</td><td style="width: 50%;">Funding source: Capital Project No. 89103</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: Approval of the enclosed appropriation adjustments (Enclosure B) will transfer \$197,000 from Lake Hughes Forestry Office Replacement, Capital Project No. 69359; \$100,000 from Fire Station 86 Glendora New Sewer Connection, Capital Project No. 88998; and \$100,000 from Fire Station 77 Modular Building and Apparatus Storage Barn, Capital Project No. 89101 to the Fire Station 83 Underground Piping Replacement Project, Capital Project No. 89103, to fully fund the proposed Project.</td></tr> </table>			Total cost: \$397,000	Funding source: Capital Project No. 89103	TERMS (if applicable):		Explanation: Approval of the enclosed appropriation adjustments (Enclosure B) will transfer \$197,000 from Lake Hughes Forestry Office Replacement, Capital Project No. 69359; \$100,000 from Fire Station 86 Glendora New Sewer Connection, Capital Project No. 88998; and \$100,000 from Fire Station 77 Modular Building and Apparatus Storage Barn, Capital Project No. 89101 to the Fire Station 83 Underground Piping Replacement Project, Capital Project No. 89103, to fully fund the proposed Project.	
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PURPOSE OF REQUEST	Approval of the recommendations will find the Fire Station 83 Underground Piping Replacement Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 89103, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.								
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed Project will replace an existing underground fire water line for Fire Station 83 which is located at 83 Miraleste Plaza, Rancho Palos Verdes, CA 90275. The fire water line supplies water for the Fire Station's fire sprinkler system as well as the fire department connection (FDC) hydrant located at the street level. A leak was detected on the existing underground line and needs to be replaced.								
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:								
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:								
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov								



MICHAEL OWH
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

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

Speed. Reliability. Value.

February 4, 2025

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:

FIRE DEPARTMENT
FIRE STATION 83 UNDERGROUND PIPING REPLACEMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 89103
APPROVE THE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2024-25)
(SUPERVISORIAL DISTRICT 4)
(3-VOTES)

SUBJECT

Approval of the recommendations will find the Fire Station 83 Underground Piping Replacement Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 89103, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Fire Station 83 Underground Piping Replacement Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Fire Station 83 Underground Piping Replacement Project, Capital Project No. 89103 with a total project budget of \$397,000.

3. Approve an appropriation adjustment to transfer \$197,000 from Lake Hughes Forestry Office Replacement, Capital Project No. 69359; \$100,000 from Fire Station 86 Glendora New Sewer Connection, Capital Project No. 88998; and \$100,000 from Fire Station 77 Modular Building and Apparatus Storage Barn, Capital Project No. 89101 to the Fire Station 83 Underground Piping Replacement Project, Capital Project No. 89103.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Fire Station 83 Underground Piping Replacement Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Fire Station 83 Underground Piping Replacement Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 89103, approve the proposed project budget and appropriation adjustments, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will replace an existing underground fire water line for Fire Station 83 which is located at 83 Miraleste Plaza, Rancho Palos Verdes, CA 90275. The fire water line supplies water for the Fire Station's fire sprinkler system as well as the fire department connection (FDC) hydrant located at the street level. A leak was detected on the existing underground line and needs to be replaced.

The proposed scope of work consists of the removal of existing concrete paving and the underground piping; cut and capping of existing connection point and piping; trenching and excavation; installation of 170 linear feet of 4" PVC piping, connections and associated piping, and concrete thrust blocks; repatching of concrete with associated rebar, pavement, and landscaping; and the backfilling of the trench with the excavated soil with proper compaction and grading.

The estimated project duration is approximately five (5) months which includes the construction and project completion.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3: Realize Tomorrow's Government Today, Focus Area Goal G: Internal Controls and Processes, Strategy ii. Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total project budget for the proposed Project is currently estimated at \$397,000, which includes design, construction, change order allowance, inspection/testing, and ISD County services (Enclosure A).

Approval of the enclosed appropriation adjustments (Enclosure B) will transfer \$197,000 from Lake Hughes Forestry Office Replacement, Capital Project No. 69359; \$100,000 from Fire Station 86 Glendora New Sewer Connection, Capital Project No. 88998; and \$100,000 from Fire Station 77 Modular Building and Apparatus Storage Barn, Capital Project No. 89101 to the Fire Station 83 Underground Piping Replacement Project, Capital Project No. 89103, to fully fund the proposed Project.

Operating Budget Impact

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on May 17, 2023, the proposed Project budget is less than \$500,000; therefore, the "Local Worker" and "Local Targeted Worker" labor hours are not required as part of the project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation because the estimated eligible project costs are less than \$500,000 and involves underground work.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of the replacement to existing underground fire water line piping. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), (d), and (f), 15302(c), 15303 and Section 15304(b) and (f) of the State CEQA Guidelines and Classes 1(c), (d), (i), (n) and (x)(2), 2(b) and (e), 3, and 4(c) and (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, installation of equipment at existing facilities, and minor alterations in the condition of land, water, and/or vegetation which do not involve the removal of healthy, mature, scenic trees.

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

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

CONTRACTING PROCESS

The proposed Fire Station 83 Underground Piping Replacement Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOCs contain the Board's required provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support program.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current County services. The new water line to be installed will not impact daily Fire Station operations.

CONCLUSION

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

Respectfully submitted,

Michael Owh
Director

MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Office

County Counsel
Fire Department

DRAFT

**PROJECT INFORMATION SHEET
SCHEDULE AND BUDGET SUMMARY**

PROJECT :	FS83 Fire Sprinkler System Repair
CAPITAL PROJECT NO. :	89103

I. PROJECT SCHEDULE		
Project Activity	Duration	Scheduled Completion Date
Complete Construction Documents	Complete	May 2024
Jurisdictional Approval	Complete	Aug 2024
Award Construction Contract	1 months following Board approval	Feb 2025
Substantial Completion	4 months following Board approval	May 2025
Project Acceptance	5 months following Board approval	June 2025

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 195,000.00
Change Orders (Contingency)	\$ 35,000.00
Subtotal	\$ 230,000.00
Civic Art (Exempt)	\$ -
Plans and Specifications	\$ 43,000.00
Jurisdictional Review/Plan Check/Permits	\$ 14,000.00
ISD Project Management	\$ 38,000.00
Overhead	\$ 72,000.00
Total Project Budget	\$ 397,000.00

PINK

BA FORM 11162021

BOARD OF SUPERVISORS
OFFICIAL COPY

February 04, 2025

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**FY 2024-25****3 - VOTES****SOURCES****USES**

FIRE DEPARTMENT

LAKE HUGHES FORESTRY OFFICE REPLACEMENT

J13-CP-6014-65033-69359

CAPITAL ASSETS - B & I

DECREASE APPROPRIATION**197,000**

FIRE DEPARTMENT

FIRE STATION 83 UNDERGROUND PIPING REPLACEMENT

J13-CP-6014-65033-89103

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION**397,000**

FIRE DEPARTMENT

FIRE STATION 86 GLENDORA NEW SEWER CONNECTION

J13-CP-6014-65033-88998

CAPITAL ASSETS - B & I

DECREASE APPROPRIATION**100,000**

FIRE DEPARTMENT

FIRE STATION 77-MODULAR BUILDING AND APPARATUS STORAGE BARN

J13-CP-6014-65033-89101

CAPITAL ASSETS - B & I

DECREASE APPROPRIATION**100,000****SOURCES TOTAL****\$ 397,000****USES TOTAL****\$ 397,000****JUSTIFICATION**

Reflects the transfer of \$197,000 from Lake Hughes Forestry Office Replacement, Capital Project No. 69359; \$100,000 from Fire Station 86 Glendora New Sewer Connection, Capital Project No. 88998; and \$100,000 from Fire Station 77 Modular Building and Apparatus Storage Barn, Capital Project No. 89101 to the Fire Station 83 Underground Piping Replacement Project, Capital Project No. 89103, to fully fund the proposed Project.

AUTHORIZED SIGNATURE

JESSICA LINDSEY, ASM III, FMD

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/15/2025	
BOARD MEETING DATE	2/4/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Justice, Care and Opportunities Department (JCOD) and Department of Youth Development (DYD)	
SUBJECT	Request For Approval To Award Master Agreements and Work Orders For Justice Support Services	
PROGRAM	All applicable JCOD and DYD Programs and Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: TBD	Funding source: Funding sources will vary depending on program and services associated with Work Orders. JCOD and DYD will utilize the existing budgeted resources provided that sufficient funding is available. Funding is accounted for in JCOD and DYD's FY 24/25 Final Budgets.
	TERMS (if applicable): Upon the date of execution and effective through no later than June 30, 2035 with an option to extend for up to an additional five (5) years.	
	Explanation: A term through no later than June 30, 2035 with an option to extend for up to an additional five (5) years shall provide JCOD and DYD flexibility to extend for additional years if needed. As for the FY 2024-25 budgetary impact, funding allocations will vary depending on program and services associated with Work Orders (WO) and actual services provided. Compensation made for such services will be through work performed in accordance with the Statement of Work (SOW) for each WO utilizing existing available funding. There is no new net County cost associated with these actions.	
PURPOSE OF REQUEST	Request approval for the Justice, Care and Opportunities Department (JCOD) and the Department of Youth Development (DYD) to award and execute Master Agreements and Work Orders with multiple entities qualified under JCOD's Request for Statement of Qualifications (RFSQ) solicitation for Justice Support Services on an as-needed basis. Approval of the Recommendations will enable JCOD and DYD to champion for equity in County contracting through an inclusive and innovative solicitation process and perform at a more efficient and effective level. It will allow JCOD and DYD to create and expand vital programs which serve vulnerable and disadvantaged populations in a more expedient fashion to improve their lives and prevent as much further harm as possible.	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>JCOD and DYD are among the nation's first agencies responsible for championing justice reform by unifying the County's efforts to serve justice-impacted and other vulnerable people and communities to break the cycle of overreliance on incarceration to create a more just and equitable society. The Departments are working to partner with County departments, community-based organizations, and the community to create a system of care and support that provides impactful opportunities for vulnerable people to thrive and succeed as essential and contributing members of our communities.</p> <p>The Departments serve vulnerable justice-impacted people and communities and drives forward the Board of Supervisors' (Board) vision of <i>Care First, Jails Last</i>. Utilizing the Master Agreements, JCOD and DYD will secure qualified vendors to provide justice support services through the issuance of individual work orders authorized within contract limitations.</p> <p>Establishment of Master Agreements with pre-qualified vendors to provide as-needed Justice Support Services will allow for a simplified, streamlined and broad-spectrum solicitation and contracting process for JCOD and DYD.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This action will allow JCOD and DYD to support the Board's priority of <i>Care First, Jails Last</i> to implement a new vision of community safety centered on health solutions and services provided in the community so that jails are the last option rather than the first and only response. This action also supports Board's priority of Streamlined and Equitable Contracting and Procurement, which aims to strengthen the County's capacity to detect and avoid conflicts of interest in contracting and procurement processes, and create more equitable access.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Edward Mokhtarian, Division Director, Contracts & Grants Division (213) 948-2814, eMokhtarian@jcod.lacounty.gov Adam Sexton, Deputy County Counsel (213) 407-1895, aSexton@counsel.lacounty.gov



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 100
Los Angeles, CA 90012
Website: jcod.lacounty.gov

DIRECTOR

Judge Songhai Armstead, *ret.*

February 4, 2025

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

Dear Supervisors:

REQUEST FOR APPROVAL TO AWARD MASTER AGREEMENTS AND WORK ORDERS FOR JUSTICE SUPPORT SERVICES (ALL SUPERVISORIAL DISTRICTS – 3 VOTES)

SUBJECT

Request approval for the Justice, Care and Opportunities Department (JCOD) and the Department of Youth Development (DYD) to award and execute Master Agreements and Work Orders with multiple entities qualified under JCOD's Request for Statement of Qualifications (RFSQ) solicitation for Justice Support Services on an as-needed basis.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of JCOD, or designee, to: (a) prepare and execute Justice Support Services Master Agreements (JSSMA), substantially similar to Attachment I, with vendors listed in Attachment II and additional vendors as they become qualified through the RFSQ, effective upon the date of execution and effective through no later than June 30, 2035 with an option to extend for up to an additional five (5) years; and (b) modify and/or waive any other County standard terms and conditions including,



- but not limited to, indemnification and insurance provisions, and when modifying and/or waiving insurance and indemnification provisions JCOD and DYD shall consult with the Chief Executive Office (CEO) Risk Management Branch, subject to review and approval as to form by County Counsel.
2. Delegate authority to the Director of DYD, or designee, to: (a) prepare and execute new JSSMAs, substantially similar to Attachment I, with any vendor who has an existing JSSMA with JCOD, effective upon the date of execution and effective, through no later than June 30, 2035 with an option to extend for up to an additional five (5) years; and (b) modify and/or waive any other County standard terms and conditions including, but not limited to, indemnification and insurance provisions, and when modifying and/or waiving insurance and indemnification provisions JCOD and DYD shall consult with the CEO Risk Management Branch, subject to review and approval as to form by County Counsel.
 3. Delegate authority to the Directors of JCOD and DYD, or designees, to execute amendments to any JSSMA, as necessary, to: (a) exercise existing and allowable optional extension terms; (b) add, delete, and/or change terms and conditions as required by law and/or to reflect federal, State, and County regulatory and/or policy changes, or as required by Board and CEO policies; (c) add, delete, modify and/or replace applicable exhibits, attachments, or substantially similar contract documents; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; (f) add, exercise, modify and/or waive any other County standard terms and conditions including, but not limited to, indemnification and insurance provisions, and when adding, exercising, modifying and/or waiving insurance and indemnification provisions JCOD and DYD shall consult with the CEO Risk Management Branch; and (g) terminate for convenience, subject to review and approval as to form by County Counsel.
 4. Delegate authority to the Directors of JCOD and DYD, or designees, to: (a) execute Work Orders (WO) which have been competitively solicited through Work Order Solicitations (WOS) for Justice Support Services for a term of up to three (3) years, with an option to extend up to an additional two (2) years, provided that existing budgeted resources are utilized and sufficient funding is available; (b) modify and/or waive any other County standard terms and conditions in each WO, including, but not limited to, insurance and indemnification provisions, and when modifying and/or waiving insurance and indemnification provisions JCOD and DYD shall consult with the CEO Risk Management

- Branch; and (c) award funding for JSSMA WOs from Participating Funders (governmental, non-profit, and private organizations), subject to review and approval as to form by County Counsel, with written notice provided to your Board and the CEO on a monthly basis. Annually, JCOD and DYD will provide your Board, the CEO, and County Counsel a listing of all approved vendors, executed and amended WOs, the total amount awarded to each vendor, as well as the total cumulative amount awarded to each vendor.
5. Delegate authority to the Directors of JCOD and DYD, or designees, to execute amendments to Work Orders to: (a) exercise optional term extensions, provided that existing budgeted resources are utilized and sufficient funding is available; (b) extend the term by up to two (2) additional years beyond the existing and allowable optional term extension, provided that sufficient existing funding is available; (c) add, delete, and/or change terms and conditions as required by law and/or to reflect federal, State, and County regulatory and/or policy changes, or as required by Board and CEO policies; (d) add, delete, modify or replace applicable exhibits, attachments, or substantially similar contract documents; (e) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (f) make non-material modifications for the following, and other similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; (g) revise the maximum contract amount and/or fee-for-service rate to meet the County's service needs, provided that existing budgeted resources are utilized and sufficient funding is available; (h) add, exercise, modify and/or waive any other County standard terms and conditions including, but not limited to, indemnification and insurance provisions, and when adding, exercising, modifying and/or waiving insurance and indemnification provisions JCOD and DYD shall consult with the CEO Risk Management Branch; (i) modify budget categories, category amounts and make corresponding service adjustments, as necessary; and (j) terminate for convenience, subject to review and approval as to form by County Counsel, and with written notice provided to your Board and the CEO on a monthly basis.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

JCOD and DYD are among the nation's first agencies responsible for championing justice reform by unifying the County's efforts to serve justice-impacted and other vulnerable people and communities to break the cycle of overreliance on incarceration to create a more just and equitable society. The Departments are working to partner with County departments, community-based organizations, and the community to create a system of care and support that provides impactful opportunities for vulnerable people to thrive and succeed as essential and

contributing members of our communities.

Approval of the recommended actions will allow the Departments to create a broad-spectrum, all-inclusive pool of qualified vendors, streamline their solicitation processes, and create and expand a broad range of programs that provide Justice Support Services. Qualifying service categories under Justice Support Services, include but are not limited to: Outreach and Engagement Services, Care Management Services, Housing Services, Workforce and Education Services, Legal Services, Supportive Services, Transportation Services, Capacity Building Services, Engagement & Communications Services, Consultant Services, Research & Evaluation Services, Interpretation and Translation Services, IT Services, Temporary Personnel Services, Flexible Subsidy Pool Services, and Youth Development Services.

IT services WOs will be developed in consultation with the Office of the Chief Information Officer.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan: 1) North Star 1, Making Investments That Transform Lives: Focus Area Goal – Employment and Sustainable Wages, which supports job training, meaningful connections, and access to employment opportunities with emphasis on those who are experiencing barriers to employment, and Focus Area Goal – Support Vulnerable Populations, by addressing conditions which drive interaction with the carceral, law enforcement and justice system; 2) North Star 2, Foster Vibrant and Resilient Communities: Focus Area Goal – Care First, Jails Last, implements a new vision of community safety centered on health solutions and services provided in the community so that jails are the last option rather than the first and only response; and 3) North Star 3, Realize Tomorrow's Government Today: Focus Area Goal – Streamlined and Equitable Contracting and Procurement, which aims to strengthen the County's capacity to detect and avoid conflicts of interest in contracting and procurement processes, and create more equitable access.

FISCAL IMPACT/FINANCING

The JSSMAs will not have a fiscal impact. The County only incurs an obligation as individual Work Orders are awarded by JCOD and DYD on an as-needed basis. Funding amounts and sources for each WO will vary depending upon the services to be provided, the term of the WO, and the availability of funding. Expenditures resulting from these WOs will therefore vary from year to year. Departments are responsible for ensuring they have adequate funding in their operating budgets prior to requesting services under the JSSMA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel reviewed the RFSQ before release and provided legal counsel throughout the RFSQ process. The recommended JSSMAs (Attachment I) include all County-required provisions, and County Counsel has approved them as to form. The Departments will ensure that all future WOSs and WOs include all County-required provisions, unless Departments need to modify and/or waive any other County standard terms and conditions including, but not limited to, indemnification and insurance provisions, and when modifying and/or waiving insurance and indemnification provisions JCOD and DYD shall consult with the Chief Executive Office (CEO) Risk Management Branch, and will obtain County Counsel's approval as to form prior to execution. All vendors with whom JSSMAs and WOs are executed will be required to comply with all Board, CEO, and County Counsel requirements.

The Departments will execute and administer the JSSMAs and be responsible for authorizing WO scopes of work, conducting WOSs to select vendors, awarding and executing WOs, and approving work performed under WOs.

CONTRACTING PROCESS

On November 4, 2024, JCOD released a RFSQ for Justice Support Services on the County's Doing Business with Us website. JCOD and DYD have emailed all known potential providers of Justice Support Services. The RFSQ will remain open for the term of the MAs or upon the Departments' joint discretion. JCOD will execute MAs with any vendor who submits an SOQ that meets the minimum qualifications, including those who have already qualified and are listed on Attachment II.

The Departments will post WOSs on the County's ["Doing Business With Los Angeles"](#) website, and to the extent possible, on Departmental websites and social media platforms. The Departments will award WOs to the lowest bidder unless clear and compelling reasons to do otherwise exist, subject to County Counsel's approval.

The recommended MAs and corresponding subordinate Work Orders have been determined to not be subject to the County's Living Wage Program (County Code Chapter 2.201) and therefore are not classified as Proposition A agreements as these agreements are for temporary and intermittent services, and the work performed by these firms is highly technical in nature that require specialized training and/or skills. The Departments will assess each WO for Prop A eligibility and ensure that any vendors with whom WOs are executed are in compliance with the County's Living Wage Program.

IMPACT ON CURRENT SERVICES

Establishment of Master Agreements with pre-qualified vendors to provide as-needed Justice Support Services will allow for a simplified, streamlined and broad-spectrum solicitation and contracting process for JCOD and DYD. Approval of the Recommendations will enable JCOD and DYD to champion for equity in County contracting through an inclusive and innovative solicitation process and perform at a more efficient and effective level. It will allow JCOD and DYD to create and expand vital programs which serve vulnerable and disadvantaged populations in a more expedient fashion to improve their lives and prevent as much further harm as possible.

During the pandemic, the justice-involved population has been disproportionately impacted, which has resulted, and continues to result, in poor outcomes for justice-involved individuals in the County. These circumstances raise the need to alter the County's administrative procedures to provide swift and effective services to the impacted justice-involved community. Here, the need to expedite execution of critical contractual transactions is necessary for the County to meet its mission concerning the justice-involved population. In this regard, execution of JSSMAs through a streamlined contracting process is intended to expeditiously solicit and review proposals and execute agreements.

We anticipate positive impacts on the County, and JCOD's and DYD's service delivery systems, a strengthening of community-based organization (CBO) networks and service delivery systems, an erosion of the entrenched and concentrated economic, social, and justice-related disadvantages.

Ultimately, we are hopeful that a broad-spectrum, streamlined, inclusive contracting process through JCOD's and DYD's JSSMAs will improve outcomes for justice-involved individuals, young people and communities impacted by structural racism, poverty, and criminalization, and drive forward the County's efforts to enhance contracting opportunities for small, local and emerging businesses, CBOs and non-profit entities to foster inclusiveness, diversity and economic development, which has long been a key priority for the Board.

There will be no negative impact on current County services as a result of authorizing the execution of the proposed JSSMAs and WOs.

The Honorable Board of Supervisors
February 4, 2025

Respectfully submitted,

Judge Songhai Armstead (ret.)
Director

JSA:EM:aa

Attachments

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

APPENDIX A



SAMPLE

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

JUSTICE, CARE AND OPPORTUNITIES DEPARTMENT

AND

CONTRACTOR

FOR

JUSTICE SUPPORT SERVICES

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**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
JUSTICE, CARE AND OPPORTUNITIES DEPARTMENT
AND
CONTRACTOR
FOR
JUSTICE SUPPORT SERVICES**

This Master Agreement and Exhibits made and entered into on **Enter Date** ("**Execution Date**") by and between the County of Los Angeles, Justice, Care and Opportunities Department hereinafter referred to as "County or JCOD" and **Contractor Name**, hereinafter referred to as "Contractor", to provide Justice Support Services.

RECITALS

WHEREAS, the County may contract with private businesses for Justice Support Services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Justice Support Services; and

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

WHEREAS, the Board of Supervisors has authorized the Director of Justice, Care and Opportunities Department or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through J are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

Exhibit A	County's Administration
Exhibit B	Contractor's Administration
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Sample Work Order
Exhibit E1	Intentionally Omitted
Exhibit E2	Certification of No Conflict of Interest
Exhibit E3	Contractor Acknowledgement and Confidentiality Agreement
Exhibit F	Intentionally Omitted
Exhibit G	Intentionally Omitted
Exhibit H	Subsequent Executed Work Orders
Exhibit I	Charitable Contributions Certification
Exhibit J	Information Security and Privacy Requirements

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

2.0 DEFINITIONS

2.1 Standard 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.

- 2.1.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received

by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.

- 2.1.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.3 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.4 County's Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.1.5 County's Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.1.6 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.7 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.1.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.9 Director:** Director of Justice, Care and Opportunities Department.
- 2.1.10 Department:** The County of Los Angeles, Justice, Care and Opportunities Department, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.1.13 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.

- 2.1.14 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.15 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.1.16 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.17 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order must result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work will be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders will generally conform to Exhibit D (Sample Work Order). Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Resultant Work Orders may include additional contract provisions and requirements depending on the specific type of services solicited and set forth in the WOS. Payment for all work will be subject to the financial provisions outlined in the Work Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Paragraph. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the County

address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.

- 3.5 Upon completion of evaluations, County will execute the Work Order by and through the Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.
- 3.6 County estimates that selection of any Contractor will occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will be ten (10) years commencing after execution by Director or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on **June 30, 2035** unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to an additional five (5) years for a maximum total Master Agreement term of fifteen (15) years. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

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

5.0 MAXIMUM CONTRACT AMOUNT

5.1 Maximum Contract Amount

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

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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

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

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

5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must invoice County for all work performed as specified within the resultant Work Order.

- 5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).
- 5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

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

Time and Materials Work Order:

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 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).

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

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

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

6.2 County's Master Agreement Program Director (mad)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.3 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.4 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.4.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

6.5 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.6 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. 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 of 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, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 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 Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal,

accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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 confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director of JCOD, or their designee.
- 8.1.2 The Director, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of

this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director of JCOD, or their designee.

8.1.3 Addition of Skilled Categories/Technical Specializations

An Amendment to the Master Agreement will be prepared and executed by the Contractor and by the Director of JCOD, or their designee, to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless 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.

8.6 Compliance with Civil Rights Laws

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

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

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor

Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
- For purposes of this Paragraph, “Contractor” means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. “Employee” means any California resident who is a full-time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 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 full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the

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

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

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.8.2 The Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant

circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

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

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement 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 Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement 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 Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (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.

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.14 County's Quality Assurance Plan

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

the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

- 8.16.1 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 Master Agreement 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.
- 8.16.2 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 Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 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.

8.19 Force Majeure

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

8.21.1 This Master Agreement is by and between the County 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 County 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.

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

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. 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 Master Agreement.

8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 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 attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to 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 Master Agreement.
- 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 Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding 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:

County of Los Angeles
Justice, Care and Opportunities Department
Contracts & Grants Division

Contracts@JCOD.lacounty.gov

Attention: JCOD Contracts Team

- 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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 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.

8.23.3 Cancellation of or Changes 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 Master Agreement, in the sole discretion of the County,

upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 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.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

- 8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming

County and its Agents as an additional insured, with limits of not less than:

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

- 8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or their designee, deems are correctable by the Contractor over a certain

time span, the Director 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 Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Amount; 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 may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

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

- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 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.
- 8.27.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 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.
- 8.27.3 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.
- 8.27.4 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.
- 8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of 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 Master Agreement.

8.28 Non-Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the

Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or their designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is

required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

- 8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- The Contractor must develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County will not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and

maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within ten (10) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use

recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 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 County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved

subcontractor. The Contractor must ensure delivery of all such documents to:

County of Los Angeles
Justice, Care and Opportunities Department
Contracts & Grants Division
Contracts@JCOD.lacounty.gov
Attention: JCOD Contracts Team

before any subcontractor employee may perform any work hereunder.

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

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

8.41 Termination for Convenience

8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained

by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

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 Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

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

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of 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.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160.010. 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master

Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

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

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

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 Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

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](#).

8.53 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 Master Agreement. 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 Master Agreement.

8.54 Intentionally Omitted**8.55 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Contractor's violation of this paragraph 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.

8.56 Compliance with the County Policy of Equity

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

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

8.57 Prohibition from Participation in Future Solicitation(s)

A Contractor, including but not limited to, its employees, contracted staff, subsidiaries or subcontractors, is prohibited from submitting a bid or proposal in a County solicitation if the Contractor, or any of its employees, contracted staff, subsidiaries or subcontractors, has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor, including but not limited to, its employees, contracted staff, subsidiaries, or subcontractors, has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the immediate disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Contract.

8.58 Injury and Illness Prevention Program

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

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS**9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

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

provide those services. The County and the Contractor therefore agree to the terms of Exhibit G (Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

9.2 Contractor's Charitable Activities Compliance

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

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13. Intentionally Omitted

10.0 Survival

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

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 5.4	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)

Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Waiver)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	(Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding)
Paragraph 10.0	(Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR
JUSTICE SUPPORT SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County's Director of the Justice, Care and Opportunities Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Judge Songhai Armstead (ret.), Director
Justice, Care and Opportunities Department

CONTRACTOR

By: _____
Name
Title

APPROVED AS TO FORM:

DAWN R. HARRISON
County Counsel

By: _____
Name
Deputy County Counsel

STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D SAMPLE WORK ORDER

FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

CERTIFICATIONS

- E1 INTENTIONALLY OMITTED
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST
- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

UNIQUE EXHIBITS

FORMS REQUIRED AT COMPLETION OF EACH WORK ORDER INVOLVING
INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

- F INTENTIONALLY OMITTED
- G INTENTIONALLY OMITTED
- H SUBSEQUENT EXECUTED WORK ORDERS
- I CHARITABLE CONTRIBUTIONS CERTIFICATION
- J INFORMATION SECURITY AND PRIVACY REQUIREMENTS

COUNTY'S ADMINISTRATIONMASTER AGREEMENT NO. Click or tap here to enter text.WORK ORDER NO. Click or tap here to enter text.**COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

COUNTY'S WORK ORDER DIRECTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME: Click or tap here to enter text.MASTER AGREEMENT NO. Click or tap here to enter text.WORK ORDER NO. Click or tap here to enter text.**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.


Click or tap here to enter text.

Telephone: Click or tap here to enter text.


E-mail Address: Click or tap here to enter text.

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

Any fire station. Any hospital. Any time.

1.877.222.9723  **BabySafeLA.org**

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

SAMPLE WORK ORDER

THE FOLLOWING MUST BE ATTACHED TO EACH INDIVIDUAL WORK ORDER:

- **EXHIBIT A - STATEMENT OF WORK (SOW)**
 - **EXHIBIT A - SOW ATTACHMENTS 1 & 2**
- **EXHIBIT B - COMPENSATION SCHEDULE**
- **EXHIBIT C - WORK ORDER ADMINISTRATION**

SAMPLE WORK ORDER
[MASTER AGREEMENT NAME]
MASTER AGREEMENT
NO. J-XXXXXX

WORK ORDER NO. XXX-XXX-XXX

Department: Justice, Care and Opportunities Department

Project Title: **[NAME OF SERVICES/PROGRAM]**

Contractor: **[CONTRACTOR NAME]**

THIS WORK ORDER is made and entered into on this ____th day of _____, **20XX** by and between the County of Los Angeles through its Justice, Care and Opportunities Department (JCOD), hereinafter referred to as “County,” and **[CONTRACTOR NAME]**, hereinafter referred to as “Contractor.”

WHEREAS, on Month XX, 20XX, the Board delegated authority to the Director of the Justice, Care and Opportunities Department, or designee, to prepare and execute _____; and

WHEREAS, on Month XX, 20XX, JCOD and **[CONTRACTOR NAME]** (Contractor) entered into a **[NAME]** Services Master Agreement (Master Agreement) J-XXXXXX; and

WHEREAS, on Month XX, 20XX, JCOD issued a Work Order Solicitation to solicit for Work Orders with qualified Contractors to provide **[NAME OF SERVICES/PROGRAM]** Program for the purpose of offering **[services being offered]** for people impacted by the justice system; and

WHEREAS, Contractor was selected as one of the highest-ranking Proposers and awarded a Work Order; and

WHEREAS, the Master Agreement provides that Work Orders will be issued and executed in accordance with Paragraph 3.0, WORK; and

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

I. WORK

Contractor shall satisfactorily perform all services set forth in **Exhibit A (Statement of Work)**, attached hereto and incorporated by reference and in accordance with the Master Agreement. If Contractor fails to perform within the first thirty (30) days

of the Work Order Term, the Work Order may be terminated, and Contractor may be replaced.

II. TERM

The proposed term of the Work Order shall commence on **MONTH XX, 20XX**, through **MONTH XX, 20XX**, unless sooner terminated or extended, in whole or in part, as provided under the Work Order are fully satisfied or County no longer requires Contractor's Services.

County will have the sole option to extend this Work Order term for additional **optional extension periods up to two (2) years**. Each such extension option may be exercised at the sole discretion of JCOD, or his/her designee as authorized by the Board of Supervisors.

III. PAYMENT

Please refer to **Exhibit B (Compensation Schedule)**.

IV. ADMINISTRATION OF WORK ORDER

The County's Program Manager and the Contractor's Program Manager are identified in **Exhibit C (Work Order Administration)**.

V. OPTIONAL UNIQUE INSURANCE COVERAGE

Additional insurance language and requirements may be incorporated into future resultant Work Orders, as deemed necessary.

VI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1998 (HIPAA)

Applicable HIPAA language and requirement may be incorporated into future resultant Work Orders, as deemed necessary.

VI. BACKGROUND AND SECURITY INVESTIGATIONS

All Contractor staff performing work under this Work Order shall be required to undergo and pass, to the satisfaction of the County, a background investigation in accordance with Sub-Paragraph 7.5, Background and Security Investigations of the Master Agreement. The County will review Contractor's hiring and personnel policies which shall include appropriate safeguards and hiring considerations for staff.

Contractor's signature on this Work Order document confirms Contractor's agreement with all provisions of the Work Order. All terms of the Master Agreement shall remain in full force and effect. The terms of the Master Agreement shall govern and take precedence over any conflicting terms and/or conditions in this Work Order, regardless of any oral promise made to Contractor by any County personnel whatsoever.

IN WITNESS WHEREOF, Contractor has executed this Work Order, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Work Order to be executed on its behalf by the County's Director of the Justice, Care and Opportunities Department or designee thereof, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Judge Songhai Armstead (ret.), Director
Justice, Care and Opportunities Department

CONTRACTOR

By: _____
Name
Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Name
Title

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

CERTIFICATIONS

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

E1 INTENTIONALLY OMITTED

E2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT MASTER AGREEMENTS

A determination must be made whether the Contractor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

EXHIBIT E1

INTENTIONALLY OMITTED

_____ SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

Contractor Name _____

Work Order No.: _____ Master Agreement No.: _____

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

“Certain contracts prohibited.

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

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

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

 Signature of Authorized Official

 Printed Name of Authorized Official

 Title of Authorized Official

 Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____

Work Order No.: _____ Master Agreement No.: _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

INTENTIONALLY OMITTED

EXHIBIT G

INTENTIONALLY OMITTED

SUBSEQUENT EXECUTED WORK ORDERS

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Master Agreement.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Master Agreement") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Master Agreement by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Master Agreement, to immediately terminate the Master Agreement. To the extent there are conflicts between this Exhibit and the Master Agreement, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Master Agreement, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Master Agreement.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Master Agreement, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Master Agreement. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Master Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Master Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Departmental Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Master Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Master Agreement, including, but not limited to, licensed technology,

drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Master Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Master Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Master Agreement including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Master Agreement.

The Contractor must obtain advanced approval from the County's Departmental Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Departmental Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Departmental Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Departmental Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Departmental Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Master Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Master Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Master Agreement or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Master Agreement or at any time upon the County's request. On termination or expiration of this Master Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeff Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Eric Lee
Justice, Care and Opportunities Department
Departmental Information Security Officer
500 W. Temple Street
Los Angeles, CA 90012
ELee@JCOD.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Master Agreement and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including

penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Master Agreement.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Master Agreement prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least **\$2 million** per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Master Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Master Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

Initial List of Selected Vendors for the Justice Support Services Master Agreement (JSSMA)

As of 12/27/2024, the Vendors below submitted a qualified Statement of Qualifications (SOQs)

1	249G Acres
2	2nd Call
3	AMAAD Institute
4	Antelope Valley Partners for Health
5	Arts for Healing and Justice Network
6	Ascencia
7	Ben Free Project
8	Bridging the Gap Enterprises
9	Carl Highshaw LLC DBA Resilient Solutions
10	Center for Living and Learning
11	Centinela Youth Services Inc (CYS)
12	Chances 4 Change Inc
13	Christopher Rashad Global Holdings Inc DBA Amber Wynn MSPA
14	Clear Skies Ranch
15	Dorothy's Daughter DBA Hope Now Community Resource Center
16	Dream Live Hope Foundation
17	Entrenous Youth Empowerment Services Inc
18	Epidaurus DBA Amity Foundation
19	Exodus Recovery Inc
20	Fathers and Mothers Who Care Inc
21	Five Keys Schools and Programs
22	Flintridge Center
23	Friends Outside in Los Angeles County
24	HealthRIGHT 360
25	Helpline Youth Counseling Inc

Initial List of Selected Vendors for the Justice Support Services Master Agreement (JSSMA)

As of 12/27/2024, the Vendors below submitted a qualified Statement of Qualifications (SOQs)

26	Inner City Law Center
27	Inner City Visions
28	InsideOut Writers
29	Integrative Communities DBA The Social Impact Center
30	Jail Guitar Doors
31	Joyous Ventures
32	LA Commons
33	Life Builders Incorporated
34	Los Angeles Mission Inc
35	Mass Liberation
36	MDRC
37	Mental Health Advocacy Services Inc
38	Michael's Daughter Foundation
39	NDICA
40	Neighborhood Legal Services of Los Angeles County
41	Painted Brain
42	Pathway to Kinship
43	Public Counsel
44	Rancho San Antonio Boys Home Inc
45	Shields for Families
46	Soledad Enrichment Action Inc
47	Special Service for Groups Inc
48	St. John's Community Health
49	Starfish Stories Inc
50	Sunrise Community Outreach Center Inc

Initial List of Selected Vendors for the Justice Support Services Master Agreement (JSSMA)

As of 12/27/2024, the Vendors below submitted a qualified Statement of Qualifications (SOQs)

51	The ADvot Project
52	The Catalyst Foundation
53	The Plus Me Project
54	Urban Social Services and Advocacy (Caravan 4 Justice DBA)
55	Volunteers of America of Los Angeles
56	Whole Systems Learning
57	Willing 2 Move Forward

**Initial list of selected vendors was compiled as of 12/27/2024. JCOD will continue to review SOQs and select/qualify vendors on an on-going and continuous basis.*

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/15/2025		
BOARD MEETING DATE	2/4/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	AAA CP Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project		
PROGRAM	Capital Projects		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.		
DEADLINES/ TIME CONSTRAINTS	None.		
COST & FUNDING	Total cost: \$10,000,000	Funding source: Probation Department's 2011 Realignment Trust Account for Juvenile Probation Funding Budget	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Find project exempt from California Environmental Quality Act; establish and approve the project budget and appropriation adjustment; adopt plans and specifications; advertise the project; and authorize Public Works to execute a consultant services agreement and construction contract with the lowest responsive and responsible bidder.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The proposed project is located at the Barry J. Nidorf Secure Youth Track Facility, a Probation Department facility at 16350 Filbert Street, Sylmar, CA 91342, in Los Angeles County. The delivery of this project will provide additional security measures for the Secure Youth Track Facility.</p> <p>The Scope of Work for the project encompasses installation of a netting system above the west, north, and east perimeter walls. It will add an additional 12 feet to the perimeter wall to deter any contraband from being thrown over the facility wall. The project also includes two new fan coil units to cool the dry food storage room off the facility's kitchen, as well as a rooftop condensing unit.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The central security issue is to prevent contraband, including narcotics, from entering the facility. The netting system would assist Probation in providing a safe environment for the youth within the facility to complete their treatment.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 5: Environmental Health Oversight and Monitoring, by investing in public infrastructure to protect the youth inside the facility from dangerous contraband, and maximizing the effectiveness of the facility's structure and operations with focus on crime prevention.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		



MARK PESTRELLA, Director

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:

February 4, 2025

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
BARRY J. NIDORF SECURE YOUTH TRACK FACILITY
SECURITY AND KITCHEN UPGRADES PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7878; CAPITAL PROJECT NO. 8A018
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to establish the Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project; approve the project budget and appropriation adjustment; adopt plans and specifications; direct the advertising for construction bids; and authorize Public Works to award and execute a consultant services agreement and construction contract for the project located in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the project record.
2. Establish and approve the proposed Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project, Capital Project No. 8A018, with a total project budget of \$10,000,000.
3. Approve an appropriation adjustment to transfer \$9,726,000 from Probation Department's 2011 Realignment Trust Account for Juvenile Probation Funding to the Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project, Capital Project No. 8A018, to fully fund the project.
4. Adopt the plans and specifications on file with Public Works for construction of the Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project, Capital Project No. 8A018.
5. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on March 4, 2024, in accordance with the Instruction Sheet for Publishing Legal Advertisement.
6. 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 \$5,000 not-to-exceed amount funded by the project funds.
7. Delegate authority to the Director of Public Works or his designee to determine that a bid is nonresponsive and reject it on that basis; to award the contract to the next lowest responsive and responsible bidder, to waive inconsequential and nonmaterial deficiencies in submitted bids, and to determine whether the apparent lowest response and responsible bidder has satisfied all conditions for contract award in accordance with the applicable contract and bid documents.
8. 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, provided the contract can be awarded within the approved total project budget. Establish the effective date of the contract upon receipt of acceptable performance

bonds, payment bonds, and required contractor insurance by Public Works and to take all other actions necessary and appropriate to deliver the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to seek Board approval to find the proposed Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project exempt from the California Environmental Quality Act; establish and approve the capital project, budget, and appropriation adjustment; adopt plans and specifications; direct the advertising for construction bids; and authorize Public Works to award and execute a consultant services agreement and construction contract for the project.

Project Description and Background

The proposed project is located at the Barry J. Nidorf Secure Youth Track Facility, a Probation Department facility at 16350 Filbert Street, Sylmar, CA 91342, in Los Angeles County. The delivery of this project would provide additional security measures for the Secure Youth Track Facility.

The Scope of Work includes the installation of a netting system above the west, north, and east perimeter walls. It will add an additional 12 feet to the height of the perimeter walls to deter contraband from being thrown over the facility wall. The proposed project also includes two new fan coil units and a rooftop condensing unit to cool the dry food storage room adjacent to the facility's kitchen.

Public Works has completed the design, project estimating services, and obtained jurisdictional approvals to proceed with construction. If approved, the project will be delivered using design-bid-build contracting. Construction is anticipated to begin in second quarter of 2025 and is expected to be completed in the first quarter of 2026. The Barry J. Nidorf Secure Youth Track Facility will remain operational during construction.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection, and Security; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets. By investing in public infrastructure, these recommendations contribute to these goals by enhancing the effectiveness of the processes, structures, and operations focused on security and crime prevention.

FISCAL IMPACT/FINANCING

The total cost of the proposed project is estimated at \$10,000,000 (Enclosure A). This amount includes plans and specifications, jurisdictional approval, construction, change orders, consultant services, miscellaneous expenditures, Civic Art allocation, and County services. Probation has previously allocated \$274,000 for design services and jurisdictional approvals.

Approval of the appropriation adjustment (Enclosure B) will authorize the transfer of \$9,726,000 from Probation's 2011 Realignment Trust Account for Juvenile Probation Funding to the Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project, Capital Project No. 8A018, to fully fund the project.

Operating Budget Impact

Public Works does not anticipate any one-time start-up costs or a significant increase in ongoing maintenance and operational costs as a result of the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed project will be advertised in accordance with Section 20125 of the State Public Contract Code.

A standard construction contract, in a form previously approved by County Counsel, will be used. This contract will contain terms and conditions that support the Board's ordinances, policies, and programs including, but not limited to, County's Greater Avenues for Independence and Skills and Training to Achieve Readiness for Tomorrow Programs, Contract Language to Assist in the Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015). The plans and specifications include the necessary contractual provisions and material requirements for the project and are on file with Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report any violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law and payroll violations, and debarment actions. As stipulated in Board Policy No. 5.140, the information reported by the contractor will be considered prior to making an award.

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 to 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 implementation of the targeted hiring requirement of the policy.

On February 28, 2023, the Board approved the execution of the Countywide Community Workforce Agreement, which applies to projects with an estimated construction contract value of \$5 million or greater. Therefore, the contractor and all subcontractors must comply with all terms and conditions of the Countywide Community Workforce Agreement, which aims to increase work opportunities for those seeking to start new careers in the construction industry and promote the hiring of underrepresented individuals on the project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the budget for the proposed project includes one percent of the eligible design and construction costs, amounting to \$58,000, to be allocated to the Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

The project is categorically exempt from the California Environmental Quality Act. It includes the following components: a 12-foot netting extension of the perimeter wall, two new fan coil units, and a rooftop condensing unit to cool the kitchen's dry storage room. Therefore, the scope is within certain classes of projects that have been determined not to have a significant effect on the environment, as outlined in Sections 15301 (a) and (e); 15303 (e); and 15304 (f) of the State California Environmental Quality Act Guidelines; and Classes 1 (d) and (g); 3 (b); and 4 (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. This includes minor alterations to existing facilities, installation of mechanical equipment at existing facilities, minor land alterations involving temporary trenching, and accessory structures.

The proposed activities involve negligible or no expansion use of existing facilities and do not include tree removal. Additionally, based on the records of the project, it will comply with all applicable regulations. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historic resource, which would render the exemption inapplicable.

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

CONTRACTING PROCESS

Advertising for construction bids will be conducted in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure C). To increase contractor awareness of Public Works' program to contract work to the private sector, this project will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites for open bids.

Additionally, to increase opportunities for small businesses, Public Works will coordinate with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach and offer preferences to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204. Participation in Public Works' Community Business Enterprises Outreach Program is encouraged for this project. Public Works monitors good faith efforts of bidders to utilize Community Business Enterprises.

An award by Public Works will be made following the review of the bids. The contract will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board and the State Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

During the implementation of the proposed improvements, Public Works will work with Probation to minimize impacts to the existing operations to ensure minimal disruption to services.

Approval of the recommended actions will not have a significant impact on current County services or projects.

The Honorable Board of Supervisors
February 4, 2025
Page 7

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:bh

Enclosures

c: Arts and Culture (Civic Art Division)
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Probation

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
BARRY J. NIDORF SECURE YOUTH TRACK FACILITY
SECURITY AND KITCHEN UPGRADES PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7878; CAPITAL PROJECT NO. 8A018
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	Q2 2024*
Jurisdictional Approvals	Q4 2024*
Construction	
Substantial Completion	Q1 2026
Project Acceptance	Q1 2026

*Indicates a completed activity

II. PROJECT BUDGET

Budget Category	Budget
Construction – Low Bid	\$ 6,772,000
Change Order (15 percent)	\$ 950,000
Civic Art	\$ 58,000
Subtotal	\$ 7,780,000
Plans and Specifications	\$ 155,000
Consultant Services	\$ 385,000
Miscellaneous Expenditures	\$ 60,000
Jurisdictional Reviews	\$ 180,000
County Services	\$ 1,440,000
Total	\$10,000,000

PINK(1)

BA FORM 10142022

BOARD OF SUPERVISORS

OFFICIAL COPY

February 04, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

PROBATION DEPARTMENT

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2024-25****4 - VOTES**

SOURCES		USES	
PROBATION BARRY J NIDORF SYTF SECURITY AND KITCHEN UPGRADES A01-CP-88-8918-65042-8A018 2011 REALIGNMENT - CAPITAL PROJECTS INCREASE REVENUE		PROBATION BARRY J NIDORF SYTF SECURITY AND KITCHEN UPGRADES A01-CP-6014-65042-8A018 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	
	9,726,000		9,726,000
SOURCES TOTAL		USES TOTAL	
\$ 9,726,000		\$ 9,726,000	

JUSTIFICATION

Reflects an increase of \$9,726,000 in appropriation for the Barry J. Nidorf Secure Youth Track Facility (SYTF) Security and Kitchen Upgrades Project, Capital Project 8A018, offset with revenue from Probation's 2011 Realignment Trust Account for Juvenile Probation Funding, to fully fund the project.

AUTHORIZED SIGNATURE

GINA BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

ENCLOSURE C
February 4, 2025

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
BARRY J. NIDORF SECURE YOUTH TRACK FACILITY
SECURITY AND KITCHEN UPGRADES PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7878; CAPITAL PROJECT NO. 8A018
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

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

**OFFICIAL NOTICE OF
INVITING BIDS**

Notice is hereby given that the Director of Public Works will accept sealed bids for the construction of the Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project, Capital Project No. 8A018, at the Barry J. Nidorf Secure Youth Track Facility. The project site address is: 16350 Filbert Street, Sylmar, CA 91342.

The contract documents for this project may be downloaded free of charge by visiting the following website: <http://pw.lacounty.gov/general/contracts/opportunities>

The Barry J. Nidorf Secure Youth Track Facility Security and Kitchen Upgrades Project is estimated to cost \$5,600,000 and shall be completed in 210 calendar days from the Notice to Proceed date. The prime contractor shall possess a valid California Class A contractor's license at time of bid.

The bids must be submitted electronically using Bid Express, www.BidExpress.com, before 10 a.m. on March 4, 2025, and no bids may be submitted after that date and time. An optional prebid meeting for this project will be held at 10 a.m. on February 18, 2025, at the project site.

For more information, please contact Ms. Ivonne Pena at (626) 458-2530 or ipena@pw.lacounty.gov. For Americans with Disabilities Act information, please contact Public Works departmental coordinator at (626) 458-4081 or Telecommunications Device for the Deaf at (626) 282-7829.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/15/2025	
BOARD MEETING DATE	2/4/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	AAA CP Camp Glenn Rockey Security Upgrades Project	
PROGRAM	Capital Projects	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.	
DEADLINES/ TIME CONSTRAINTS	There is an urgency to provide enhanced safety and security to detained youth and staff at the Probation Camp Glenn Rockey facility. In addition, to prevent delays due to long-lead time for the procurement of electronic chips for the generator, the Board letter must be adopted on February 4, 2025, facilitating an expedient construction completion.	
COST & FUNDING	Total cost: \$3,713,000	Funding source: Probation Department's 2011 Realignment Trust Account for Juvenile Probation Funding
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Approval to establish the capital project, budget, and appropriation adjustment; and adopt, advertise, and award the construction contract.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed project is located at the Camp Glenn Rockey Probation facility. The scope encompasses multiple enhancements to existing security infrastructure, including installation of a new security booth; one camera post; a new speed bump at the driveway entry; upgrades to path of travel up to the facility entrance; a new backup generator with a 24-hour fuel tank; replacement of existing manual transmission switch with a new automatic transfer switch; and the addition of an annunciator panel and appurtenant electrical upgrades at the pump house.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Construction bid requirements support and encourage equity.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 3: Care First, Jails Last/Justice Reform, by providing improved safety and security to both detained youth and staff at the probation camp.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov	



MARK PESTRELLA, Director

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

February 4, 2025

IN REPLY PLEASE
REFER TO FILE:

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
CAMP GLENN ROCKEY SECURITY UPGRADES PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7879; CAPITAL PROJECT NO. 8A062
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to establish the Camp Glenn Rockey Security Upgrades Project and budget, adopt plans and specifications, advertise for construction bids, and authorization to award and execute a construction contract for the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Camp Glenn Rockey Security Upgrades Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Establish and approve the proposed Camp Glenn Rockey Security Upgrades Project, Capital Project No. 8A062, with the total project budget of \$3,713,000.
3. Approve an appropriation adjustment to transfer \$3,713,000 from Probation Department's 2011 Realignment Trust Account for Juvenile Probation Funding to the Camp Glenn Rockey Security Upgrades Project, Capital Project No. 8A062, to fully fund the proposed project.
4. Adopt the plans and specifications that are on file with Public Works for construction of the proposed Camp Glenn Rockey Security Upgrades Project, Capital Project No. 8A062.
5. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on March 19, 2025, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
6. 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 \$5,000 not-to-exceed amount funded by the project funds.
7. 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 bid submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award.
8. Upon such determination, delegate authority to 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 contract can be awarded within the approved total budget; to establish the effective date of the contract upon receipt by Public Works of acceptable performance, payment bonds, and evidence of required contractor insurance; and to take all other actions necessary and appropriate to deliver the project.

9. Authorize the Director of Public Works or his designee to carry out, manage, and deliver the project on behalf of Los Angeles County Probation Department; 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 in accordance with the authority granted to the Director of Public Works pursuant to County Codes 2.18.030 and 2.18.050.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to seek Board approval to find the proposed Camp Glenn Rockey Security Upgrades Project exempt from the California Environmental Quality Act (CEQA); establish Capital Project No. 8A062; approve the project, budget, and appropriation adjustment; adopt plans and specifications; direct the advertising for construction bids; and authorize Public Works to award and execute a construction contract for the project.

Project Description and Background

The proposed Camp Glenn Rockey Security Upgrades Project is at Camp Glenn Rockey, a Probation Department facility located at 1900 Sycamore Canyon Road, San Dimas, CA 91773, in Los Angeles County. Implementation of this project will improve safety and security to both detained youth and staff.

The proposed Scope of Work for this project includes multiple enhancements to existing security infrastructure, including installation of a new security booth approximately 8-feet by 6-feet and one camera post, which would augment video monitoring of activities in the parking lot; installation of a new speed bump at the driveway entry; the addition of code compliant accessible path of travel to the facility entrance; installation of a new backup generator with a 24-hour fuel tank; replacement of existing manual transfer switch with an automatic transfer switch; and the addition of an annunciator panel and appurtenant electrical upgrades at the pump house. The generator would provide supplemental backup power to support uninterrupted flow of water to the facility. Additionally, the existing nonnative trees that are required to be removed would be replaced with live oak trees at the pump house location.

Public Works has completed the design, project cost estimating services, and obtained jurisdictional approvals to proceed with bidding and proposed construction. After proposed demolition of abandoned water fountains, a new security booth will be installed

in its place at the driveway entry. The generator would be installed in the proximity of the existing pump house. This project would be delivered via design-bid-build contracting. If approved, construction is anticipated to begin in third quarter of 2025 and will be substantially completed in the first quarter of 2027. Camp Glenn Rockey would remain operational during construction.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection, and Security; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets. These recommendations contribute to these goals by investing in public infrastructure that will maximize the effectiveness of the process, structure, and operations to support security and infrastructure focused on crime prevention.

FISCAL IMPACT/FINANCING

The total budget of the proposed project is estimated to be \$3,713,000 (Enclosure A), which includes the plans and specifications, jurisdictional approval, construction, change orders, consultant services, miscellaneous expenditures, escalations, Civic Art allocation, and County services.

Approval of the appropriation adjustment (Enclosure B) will authorize the transfer of \$3,713,000 from Probation's 2011 Realignment Trust Account for Juvenile Probation Funding to the Camp Glenn Rockey Security Upgrades Project, Capital Project No. 8A062, to fully fund the project.

Operating Budget Impact

The Scope of Work consists of enhancement of existing security infrastructure and backup power to support existing water supply. Public Works does not anticipate any one-time start-up costs; however, Probation Department anticipates a marginal increase in ongoing maintenance and operational costs upon project completion. Probation will submit a funding request to the Chief Executive Office through the budget process for the ongoing costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed project will be advertised in accordance with Section 20125 of the State Public Contract Code.

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs, including but not limited to, County's Greater Avenues for Independence and Skills and Training to Achieve Readiness for Tomorrow Programs, Contract Language to Assist in the Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015). The plans and specifications include the necessary contractual provisions and material requirements necessary for the project and are on file with Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders would be required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making an award.

In accordance with the Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project would require a best-efforts hiring goal of 30 percent of the California construction labor hours be performed by either Tier 1 or Tier 2 qualified Local Residents. There is no Targeted Worker hiring requirement.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project budget includes one percent of eligible design and construction costs in the amount of \$24,000 to be allocated toward the Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

The project is categorically exempt from CEQA. The project includes the following components: a security booth, a generator, and required electrical appurtenances to supplement existing electrical infrastructure. Therefore, the scope is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a), (b), (d), (f), and (h);

15303 (d) and (e); 15311 (b); and 15329 of the State CEQA Guidelines; and Classes 1 (d), (e), (l), and (m); 3; 11; and 29 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because it includes maintenance and installation of mechanical equipment; and minor alterations to land, accessory structures, and cogeneration projects at existing facilities.

The proposed activities involve negligible or no expansion use of existing facilities and do not include removal of native trees. The project is not located in a zone designated by the County as a "Sensitive Ecological Area." In addition, based on the records of the project, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to California Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemption inapplicable.

Upon the Board's approval, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Planning and Research in accordance with California Public Resources Code 21152 and will post the Notice of Exemption to the County's website pursuant to 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 C). This contract opportunity will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites for open bids.

In addition, to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204. Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works CBE Outreach Program and by monitoring good faith efforts of bidders to utilize CBE.

An award by Public Works will be made upon review of the bids. The contract will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board and the State Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

During implementation of the proposed improvements, Public Works will work with Probation to minimize impacts to the existing operations to ensure minimal disruption to services.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:mm

Enclosures

c: Arts and Culture (Civic Art Division)
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Internal Services
Probation

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CAMP GLENN ROCKEY SECURITY UPGRADES PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7879; CAPITAL PROJECT NO. 8A062
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Completion Date
Design	04/17/2024*
Jurisdictional Approval	01/15/2025*
Construction Bid	03/19/2025
Construction	
Substantial Completion	Q1 2027
Project Acceptance	Q2 2027

*Indicates a completed activity.

II. PROJECT BUDGET

Budget Category	Budget
Construction	
Construction	\$2,221,000
Change Order Contingency (15 percent)	\$ 334,000
Civic Art	\$ 24,000
Subtotal	\$2,579,000
Plans and Specifications	\$ 129,000
Consultant Services	\$ 163,000
Miscellaneous Expenditures	\$ 41,000
Jurisdictional Reviews	\$ 116,000
County Services	\$ 685,000
Total	\$3,713,000

February 04, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

PROBATION DEPARTMENT

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2024-25
4 - VOTES

SOURCES		USES	
PROBATION CAMP GLENN ROCKEY SECURITY UPGRADES PROJECT A01-CP-88-8918-65042-8A062 2011 REALIGNMENT - CAPITAL PROJECTS INCREASE REVENUE		PROBATION CAMP GLENN ROCKEY SECURITY UPGRADES PROJECT A01-CP-6014-65042-8A062 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	
3,713,000		3,713,000	
SOURCES TOTAL		USES TOTAL	
\$ 3,713,000		\$ 3,713,000	

JUSTIFICATION

Reflects an increase of \$3,713,000 in appropriation for the Camp Rockey Security Upgrades Project, Capital Project 8A062, offset with revenue from Probation's 2011 Realignment Trust Account for Juvenile Probation Funding, to fully fund the project.

AUTHORIZED SIGNATURE GINA BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐ ACTION
☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

ENCLOSURE C
February 4, 2025

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CAMP GLENN ROCKEY SECURITY UPGRADES PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7879; CAPITAL PROJECT NO. 8A062
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 5)
(4 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 Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

**OFFICIAL NOTICE OF
INVITING BIDS**

Notice is hereby given that the Director of Public Works will accept sealed bids for the construction of the Camp Glenn Rockey Security Upgrades Project, Capital Project No. 8A062, at the Probation facility Camp Glenn Rockey. Project site address is: 1900 Sycamore Canyon Road, San Dimas, CA 91773.

The contract documents for this project may be downloaded free of charge by visiting the following website: <http://pw.lacounty.gov/general/contracts/opportunities>.

The Camp Glenn Rockey Security Upgrades Project is estimated to cost \$1,553,000 and shall be completed in 150 calendar days from the Notice to Proceed date. The prime contractor shall possess a valid California Class B contractor's license.

The bids must be submitted electronically using Bid Express, www.BidExpress.com, before 11 a.m. on March 19, 2025, and no bids may be submitted after that date and time. An optional prebid meeting for this project will be held at 10:00 a.m. on February 19, 2025, at the project site.

For more information, please contact Mr. Mike Sanchez at (626) 300-2085 or misanchez@pw.lacounty.gov. For Americans with Disabilities Act information, please contact Public Works' departmental coordinator at (626) 458-4081 or Telecommunications Device for the Deaf at (626) 282-7829.



Los Angeles County Sheriff's Department



Rosas, et al. v. Los Angeles County
Sheriff Robert G. Luna

Rosas Implementation Plan
Department's Compliance



Los Angeles County Sheriff's Department



Rosas Settlement Agreement Provision 1.4 requires the Department to publicly report to the Los Angeles County Board of Supervisors bi-annually:

- Implementation Plan
- Status of Compliance
- Training on Use of Force Policy
- Use of Force Statistics and Trends
- Department Use of Force Policy Violations
- Inmate Grievances

This presentation compares data from the year of 2022 and 2023.



Rosas, et al. v. Sheriff Robert G. Luna



- Rosas is a federal class action lawsuit alleging a pattern of excessive use of force in the Downtown jail facilities (Men's Central Jail, Twin Towers Correctional Facility, and the Inmate Reception Center).
- The Settlement Agreement was initially approved by the Court on April 21, 2015. The Department began assessing compliance with the Settlement Agreement effective July 1, 2018, after the establishment of the revised Compliance Measures (May 2018).
- Provisions are grouped in 7 Categories:
Administrative, Use of Force, Training, Force Reporting and Force Investigations, Grievances, Restraint, and Early Warning System (104 Provisions with a total of 402 Compliance Measures).



Status of Compliance Published Reports



Panel's Fourteenth Report

Status	Administrative	Force Reporting / Investigations	Use of Force	Training	Grievances	Restraints	Early Warning System	Total
Compliant	8	20	16	11	21	2	3	81
Non-Compliant	1	4	9	0	3	2	0	19
Pending	0	0	0	0	0	0	0	0
Non-Applicable	0	0	0	0	0	4	0	4
Total	9	24	25	11	24	8	3	104

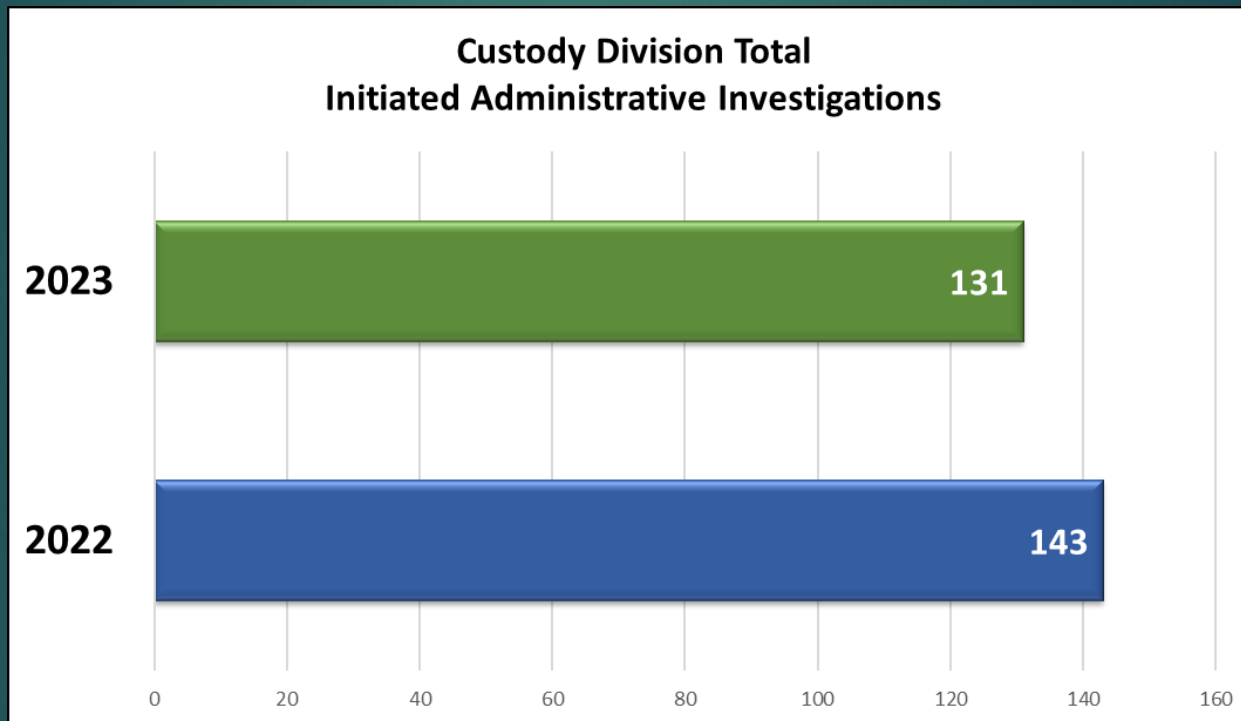
The 14th Panel Report addresses a six-month assessment period from July 1, 2023, through December 31, 2023.

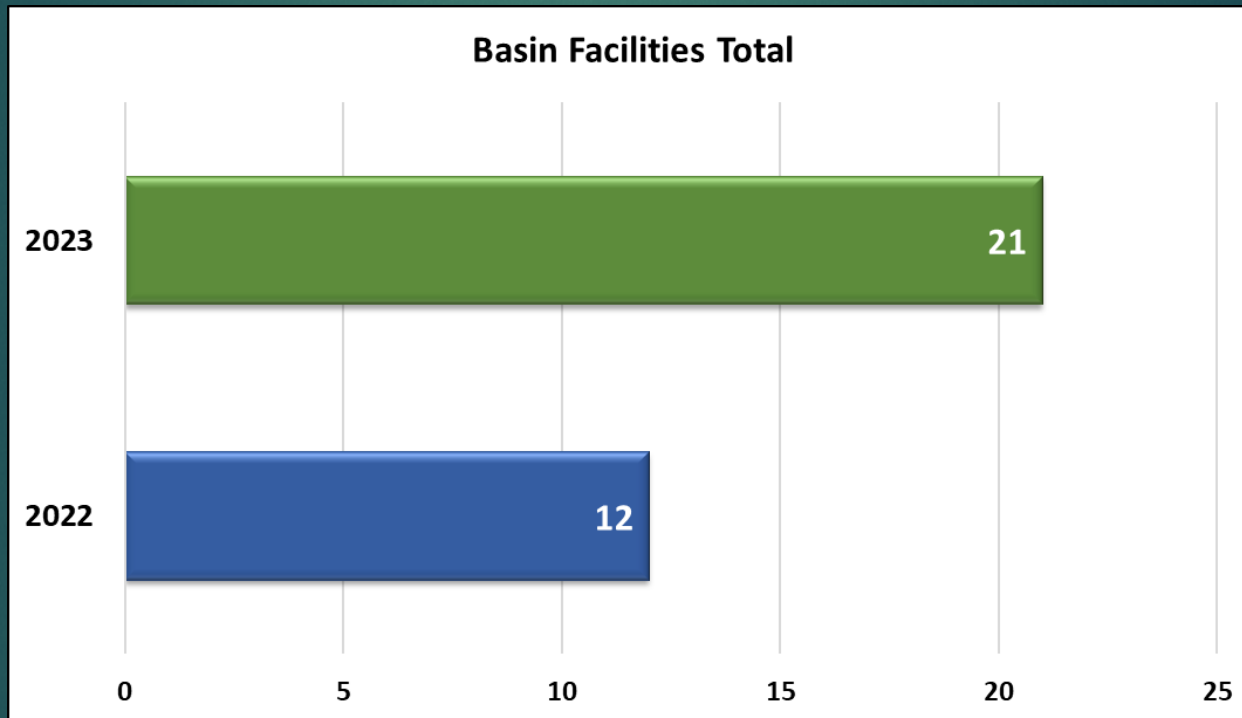
Panel's Thirteenth Report

Status	Administrative	Force Reporting / Investigations	Use of Force	Training	Grievances	Restraints	Early Warning System	Total
Compliant	7	17	17	11	21	2	3	78
Non-Compliant	2	7	8	0	3	2	0	22
Pending	0	0	0	0	0	0	0	0
Non-Applicable	0	0	0	0	0	4	0	4
Total	9	24	25	11	24	8	3	104



Update on Initiated Administrative Investigations

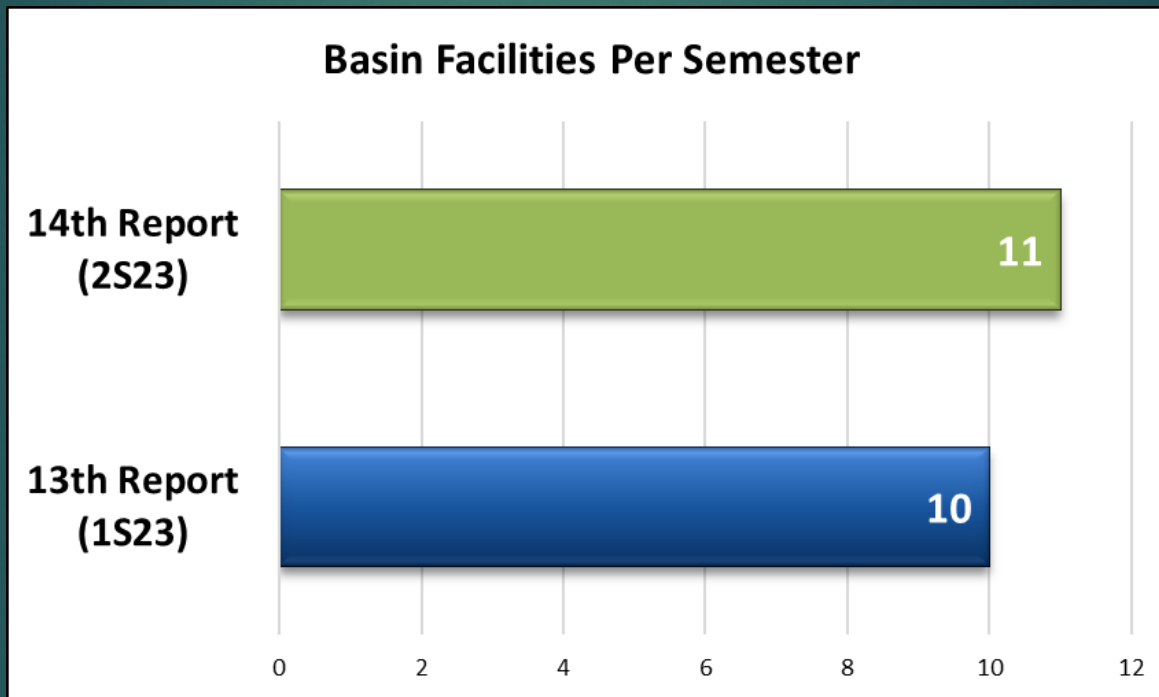




For the purpose of Rosas Provision 1.3 assessment, the Department uses the date the Imposition Letter was provided to the employee(s) to report the incident during that specific quarter.



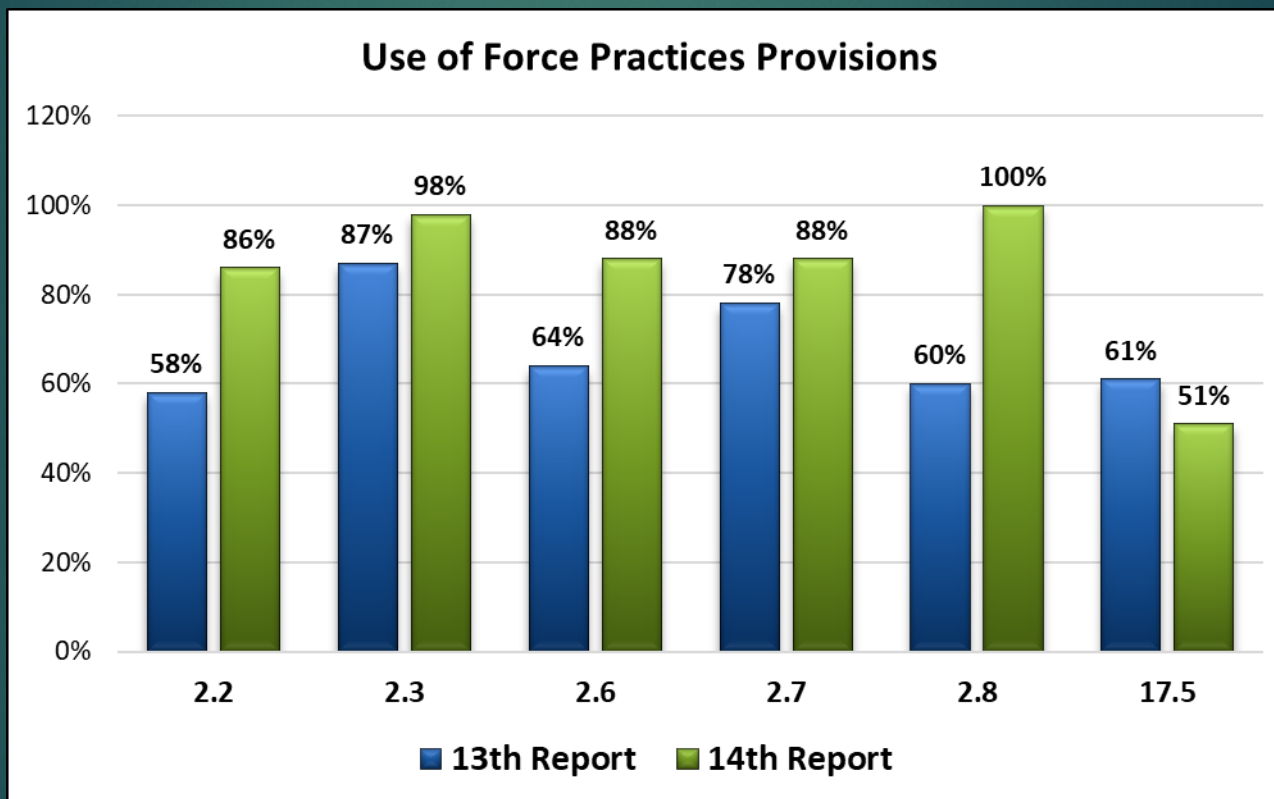
Administrative Investigations Founded for Use of Force Policy Violations



The total represents the number of Administrative Investigations related to force that were completed and reported on Provision 1.3 to the Rosas Panel during that specific reporting period.

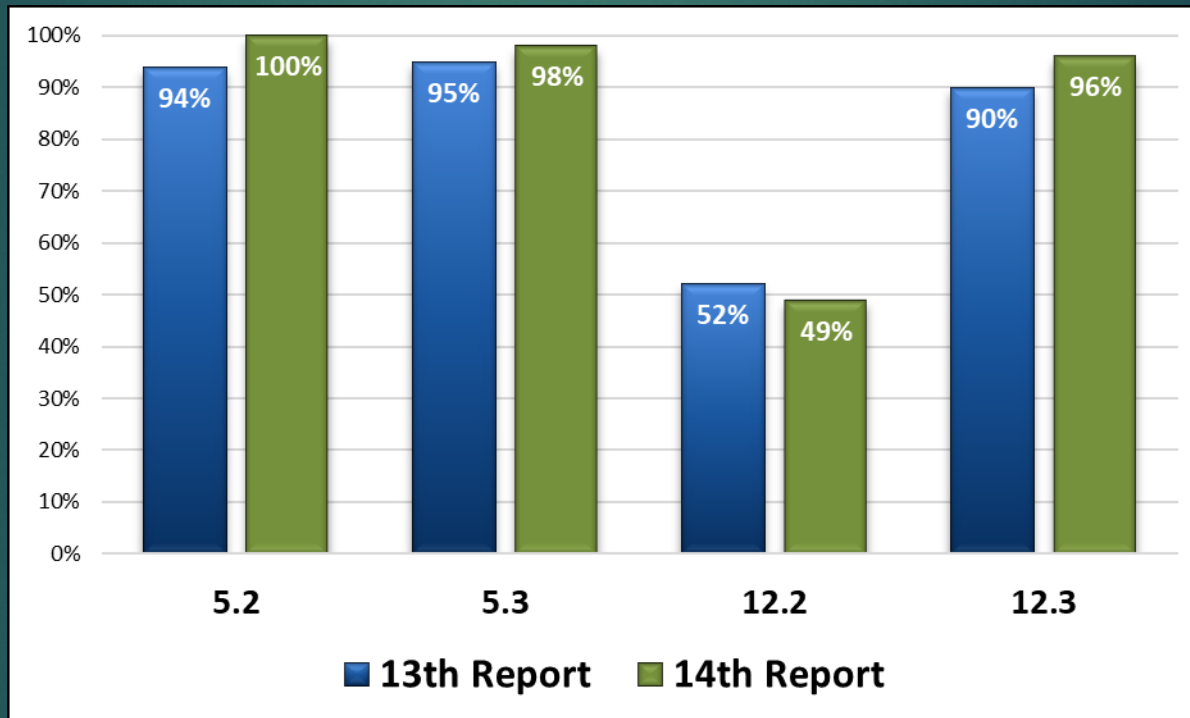


Use of Force Practices Provisions



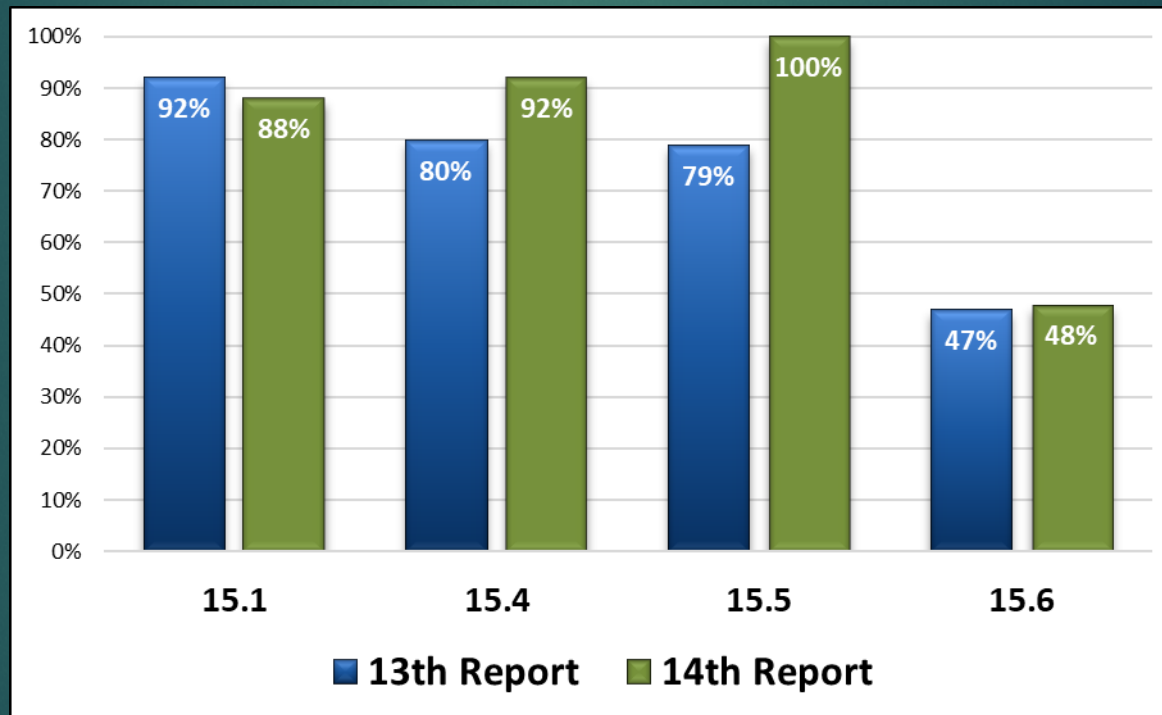


Reporting and Investigations Provisions



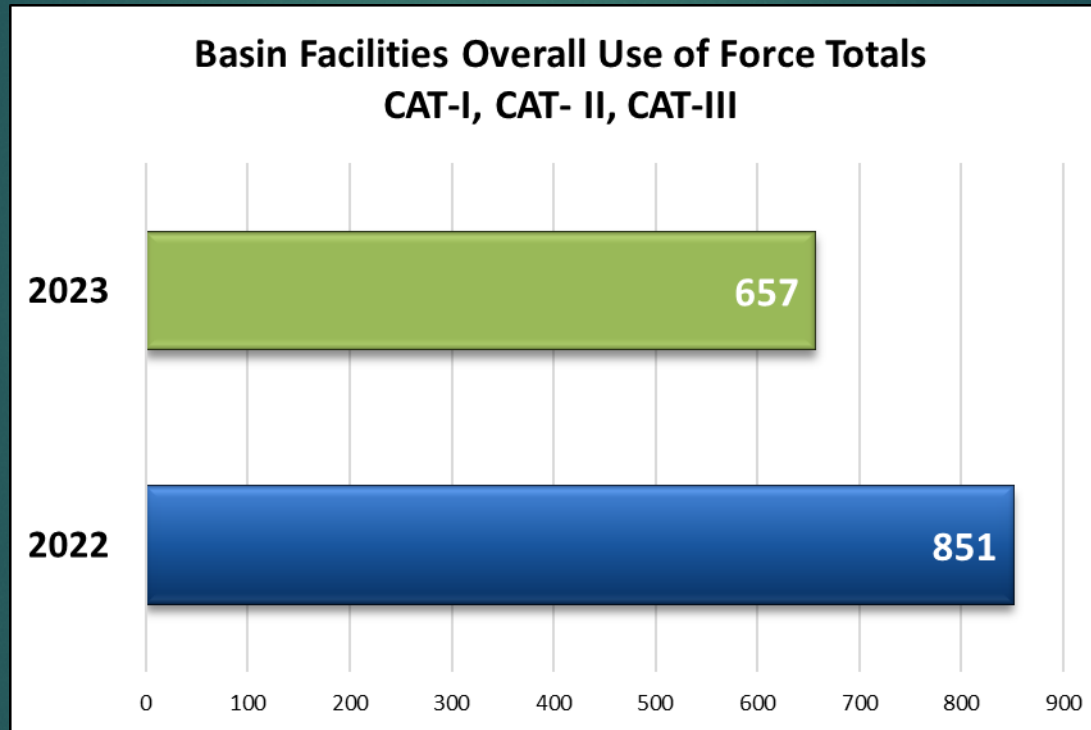


Reporting and Investigations Provisions





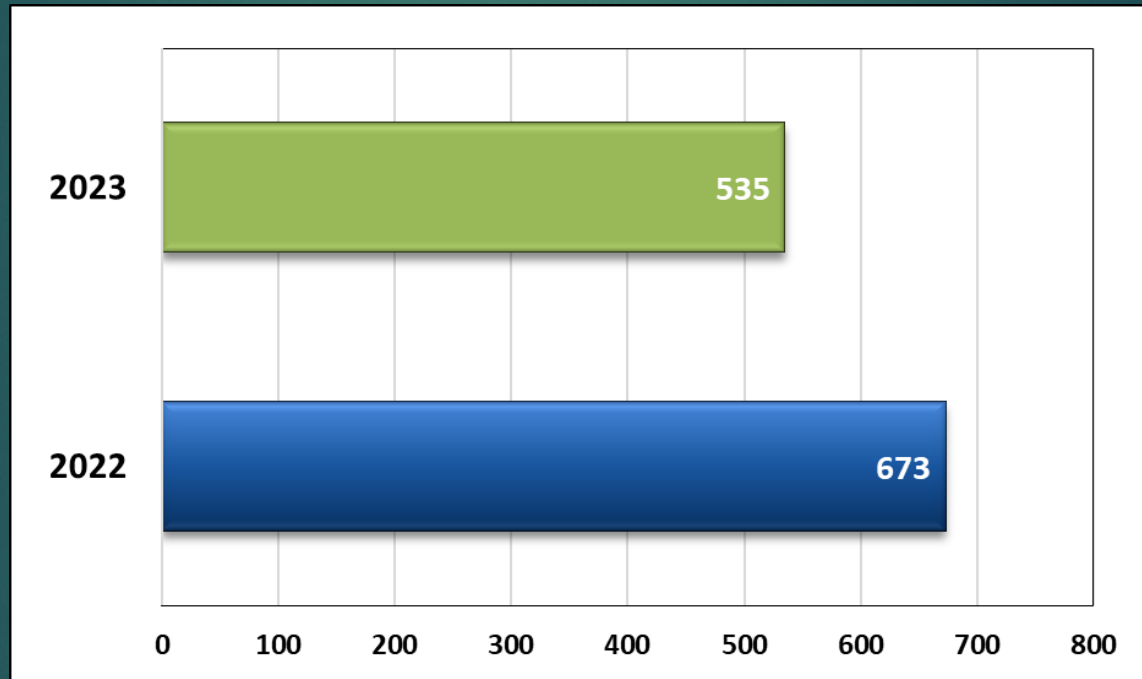
Downtown Jail Complex Overall Use of Force Statistics



Use of Force incidents from 2023 indicate a 23% decrease compared to 2022. The total number excludes Non-Categorized Incidents (NCI).



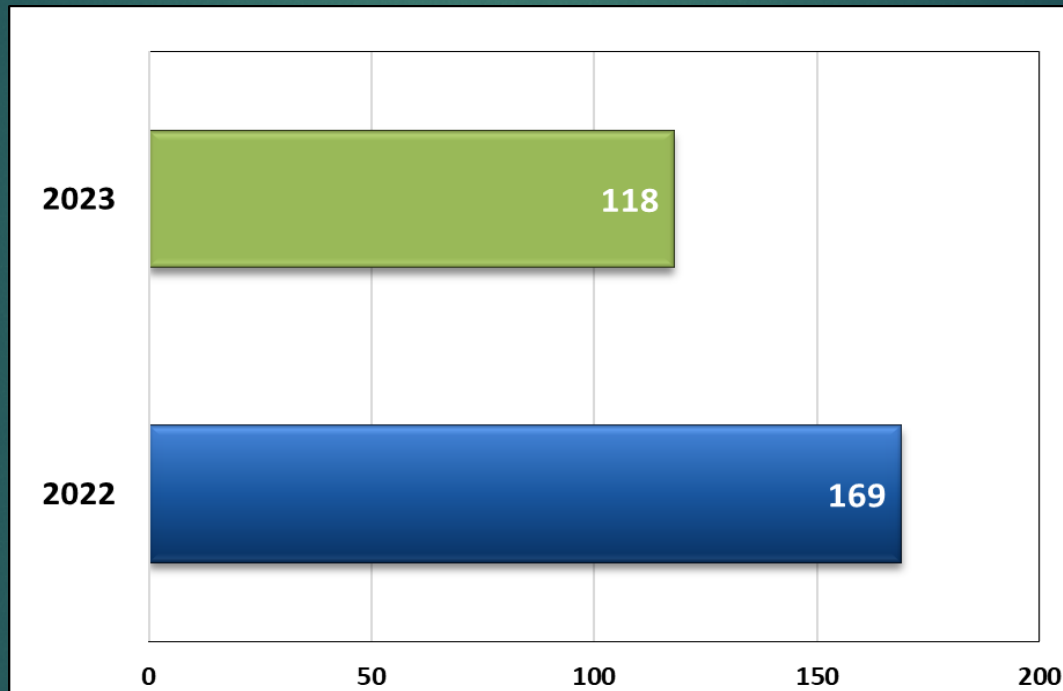
Downtown Jail Complex Use of Force - Category 1



There was a 20% decrease of Category 1 incidents in 2023 compared to 2022.



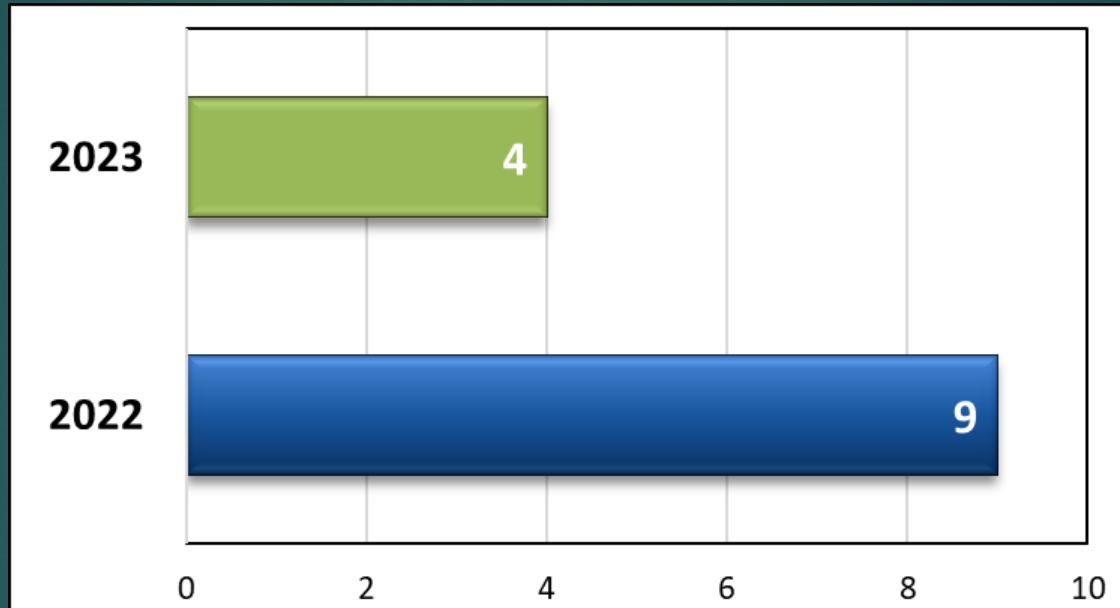
Downtown Jail Complex Use of Force - Category 2



There was a 30% decrease of Category 2 incidents in 2023 compared to 2022.



Downtown Jail Complex Use of Force - Category 3



2023 Category 3		
MCJ: 3	TTCF: 1	IRC: 0
2022 Category 3		
MCJ: 5	TTCF: 2	IRC: 2
There was a 55% decrease in 2023 compared to 2022.		



Update on Jail Use of Force Training



Custody Force Training Statistics

Training Course	Custody Division Personnel Trained in 2022	Custody Division Personnel Trained in 2023	Rosas Compliance for Basin Facilities in 2023**
Custody Division Force Policy	1,643	1,511	Initial Training Completed
Custody Division Force Policy Refresher	2,032	1,969	93%
Ethics Training	1,083	1,408	Initial Training Completed
Ethics Training Refresher	1,471	958	98%
IIMI / DeVRT Training	477	472	Initial Training Completed
IIMI / DeVRT Training Refresher	1,250	1,368	97%
Use of Force Report Writing and Documentation for Supervisors Refresher	51	67	100%

* The data was provided by the Custody Training and Standards Bureau.

** Percentages are based on the Custody Compliance and Sustainability Bureau Rosas Provisions self-assessment data from the 2023 annual report.



Inmate Grievances



Basin Facility Grievances

	2022	2023
General Grievances	5,872	4,685
Complaints Against Staff	497	1,052
iPad Requests	87,585	323,135

Data provided by Custody Support Services Bureau compares data from the year of 2022 and 2023.



Basin Facilities Top 5 Grievances



2022		2023	
1. Living Conditions	1,192	1. Living Conditions	1,000
2. Service Related- Procedural	1,153	2. A Staff Member	923
3. Mail	978	3. Service Related- Procedural	883
4. A Staff Member	494	4. Mail	566
5. Property	331	5. Telephone	261