

September 5, 2002

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE SOLE-SOURCE CONTRACT
WITH AMER-I-CAN FOUNDATION
FOR DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that special circumstances exist, that the County does not employ qualified, experienced persons to provide immediate and specialized training in disturbance mediation to deputies and inmates of the Los Angeles County Sheriff's Department.
2. Approve and instruct the Chairman of the Board to sign the attached sole source Agreement with Amer-I-Can Foundation to be effective upon Board approval for a term of one (1) year, and a month-to-month extension option not to exceed six (6) months if required to best serve the County's interest, with an annual expenditure not to exceed \$300,000 for the term of the Agreement, plus \$150,000 for the month-to-month extension.
3. Authorize the Sheriff or his designee to execute change orders, extensions, and amendments as specified in the Agreement.

The Honorable Board of Supervisors

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to continue to provide experienced personnel with specialized training in disturbance mediation for deputies and inmates of the Sheriff's Department's North County Correctional Facilities (NCCF). This program is uniquely qualified for the needs of the Sheriff's Department because of its effectiveness over the past four (4) years in our custody facilities.

The services Amer-I-Can Foundation provides are needed to prevent major inmate disturbances at various facilities within the Sheriff's Department's Custody Operations Division, primarily NCCF. A major disruption of normal operations could possibly result in serious harm and/or injuries to both NCCF inmates and Sheriff's Department personnel.

The Board has previously approved and endorsed this program as a sole source provider based on Amer-I-Can Foundation's unique approach to inmate training and motivation, along with their extensive track record of success and effectiveness with inmates of Los Angeles County and at prisons and jails in other states.

Implementation of Strategic Plan Goals

The services provided support the County's Strategic Goals for Service Excellence and Fiscal Responsibility. Specifically, the contract will allow the Amer-I-Can Foundation to continue to provide mediation and life skills training for inmates. It supports Fiscal Responsibility because the training has successfully reduced inmate disturbance, avoiding excess overtime and medical costs.

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FISCAL IMPACT/FINANCING

None. The amount of this contract is not to exceed \$300,000 for a twelve (12) month period effective upon Board approval. If the six month option is required, the total sum of the contract shall not exceed \$450,000.

A \$50,000 payment will be made in the first month of the contract term for the training, the training materials, books, and supplies, followed by eleven (11) equal payments of \$22,727 per month for the remainder of the one-year term.

This contract is fully financed by the Inmate Welfare Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Sheriff's Department continues to experience incidents of racial tension among the population of inmates housed at NCCF. These incidents are due to a change in demographics between the population of Black and Latino inmates. Although the Department is working diligently to resolve these problems, using available resources and programs, it also acknowledges that additional resources continue to be required.

Currently, Amer-I-Can Foundation is providing mediation and life skills training at Sheriff's Custody Facilities. This program was originally instituted in response to a major disturbance due to racial tension within the Pitchess Detention Facility in April of 2000, which resulted in a total of 81 inmates being injured. As a result of this problem, disturbances spread to other dorms and jail facilities.

The Sheriff believes this training is beneficial, and should be continued and expanded to influence more inmates. The training will also establish a core of trained deputies to prevent disturbances in the future and contribute to better inmate care.

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This training has been tested in the Department under a previous purchase order and Board-approved contracts, and has proven highly successful in mitigating inmate disturbances. The reputation, support and trust the inmates have for the Amer-I-Can Foundation's teachers and counselors must be maintained. To invite alternate proposers could result in a major set back in the training and counseling process and contribute to a renewal of inmate outbursts and possible riot situations.

The Amer-I-Can Program works to motivate the inmate population toward changes in habits and attitudes, problem solving, emotional control, family stability, effective communication, life-style changes including goal setting and financial stability, employment search and job retention skills. Additionally, these special services will train the Sheriff's Department's sworn personnel in disturbance mediation, methods to ease tensions among inmates, providing life management skills training, and providing follow-up services for inmates in the North County Correctional Facility.

Amer-I-Can Foundation has been notified that if it provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, it shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County. Further, the Contractor will not be asked to perform services which exceed the Agreement amount, scope of work, or contract dates.

Amer-I-Can has been notified and is in compliance with the Los Angeles County Child Support Compliance Program. Verification has been made through the Child Support Services Department. The Contract contains the standard County requirements regarding hiring of participants in the GAIN/GROW program and Federal Earned Income Credit requirement.

The training is authorized by the California Penal Code.

This agreement has been approved as to form by County Counsel.

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CONTRACTING PROCESS

This program is uniquely qualified for the needs of the Los Angeles County Sheriff's Department because its effectiveness has been successfully implemented in the Sheriff's Custody Facilities for the past four years, as well as in the justice and educational systems nationwide. It has been implemented in 16 correctional institutions in the State of New Jersey, and has also been implemented by the Los Angeles County Probation Department's Camp Program.

The Los Angeles County Sheriff's Department has experienced success with Amer-I-Can Foundation and finds the program has helped reduce the tension and racial disturbance in the custody facilities. This is an on-going program of inmate training, first approved in a contract with Amer-I-Can by your Board in June 2000. At this time, Custody Division feels that a new vendor would be detrimental to the overall outcome of the program, as Amer-I-Can has established a high level of trust with the inmates and a good program curriculum for the inmates and deputy personnel. The Sheriff's Department is requesting that this contract be awarded, as previously, on a sole source basis.

IMPACT ON CURRENT SERVICES

Approval and continuation of the services of Amer-I-Can will be an effective intervention for inmates to develop effective communication and life-style skills. The training will be provided in an environment for constructive inter-racial interaction, which will help reduce racial tension and mitigate inmate disturbance at NCCF.

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CONCLUSION

Upon approval and execution of the Contract by your Board, please return an adopted copy of this action and two originally executed copies of the agreement to the Sheriff's Department, Contracts Administration Unit, for further processing.

Respectfully submitted,

LEROY D. BACA
SHERIFF

LDB:PKT:TH:BJJ:bjj
(Office of Administrative Services /Contracts Unit)

Attachments

- 4: Justice Deputies
Executive Office, Board of Supervisors
Lloyd W. Pellman, County Counsel
J. Tyler McCauley, Auditor-Controller
Rochelle Goff, Departmental Analyst, Chief Administrative Office
Paul K. Tanaka, Acting Chief, Administrative Services Division
Al Scaduto, Chief, Correctional Services Division
Mike McDermott, Captain, Financial Programs Unit
Karen Dalton, Director, Twin Towers Correctional Facility
Richard J. Moak, Lieutenant, North County Correctional Facility
Tom Harwood, Manager, Contracts Unit
Cathy Stapleton, Manager, Account Payable/Document Control
Conrad Meredith, Manager, Financial Programs Unit
Glen Dragovich, Manager, Financial Programs Unit
Chrono

**DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING
STATEMENT OF WORK**

1. **GENERAL REQUIREMENTS**

1.1_ The SHERIFF requires the services of an independent contractor to provide disturbance mediation and life skills training to inmates and Sheriff's Department's employees (deputies and others, as assigned). The Contractor must meet minimum requirements and be capable of performing the duties as specified in this **STATEMENT OF WORK**.

A.2 CONTRACTOR shall implement a plan at the North County Correctional Facility (NCCF) that will expose the SHERIFF's deputies to the CONTRACTOR's curriculum, ease tensions, provide life management skills training to inmates and provide after training services for inmates. Over a twelve (12) month period, a team of CONTRACTOR executives, consultants and training facilitators will conduct the training. A minimum of 600 inmates shall be trained and graduate from the program.

2. **MINIMUM REQUIREMENTS**

The Contractor must meet the following minimum requirements:

- B.1. Must have successful implementation of the training Program at other inmate institutions of similar scope to the Sheriff's Department.
- B.2. A minimum of one (1) years experience in conducting mediation and life skills training for a law enforcement agency.
- B.3. Complete implementation of a minimum of 20 mediation and life skills training programs for law enforcement agencies.

3. **DUTIES**

The CONTRACTOR shall implement their plan at the North County Correctional Facility (NCCF) primarily for inmates, but also Sheriff's employees, including deputies and others, as assigned. The goal of this program shall be to provide effective life-management skills training with the focus on curtailing jail disturbances. Such services shall include, but may not be limited to the following:

C.1 Needs Assessment, situation evaluation and interest generation

CONTRACTOR shall involve its executives and others as needed in the needs assessment/problem evaluation phase to gain full knowledge of the inmate and institutional situation at NCCF.

C.2. Inmate training and orientation

C.2.a. CONTRACTOR shall provide inmate orientation, exposing inmates to the basic goals and philosophy of the CONTRACTOR's Program and identify interested inmates.

C.2.b. CONTRACTOR shall provide a series of program orientations that will consist of "feeling sessions" to be conducted in a designated training area at NCCF.

C.2.c. A "feeling session" shall be a controlled group discussion led by a trained facilitator and shall provide an open forum in which a participant may express his/her feelings about the topic of discussion. The goal of such feeling sessions is to promote an atmosphere of peace by providing a safe forum in which feeling can be expressed and addressed verbally rather than physically.

C.2.d. CONTRACTOR shall conduct life skills management training for inmates, which seeks to enhance self-esteem and instill the concept of self-determination.

C.2.e. CONTRACTOR shall provide trained facilitators to teach material designed to assist inmates in the development of personal skills in the following areas:

1. Motivation, Habits, Conditions, Attitudes
2. Goal setting and Decision Making
3. Effective Communication
4. Problem Solving and Decision Making
5. Financial Stability
6. Family Relationships
7. Emotional Control
8. Job Search and Retention

C.2.f. CONTRACTOR shall provide two trained facilitators for each class of approximately 35 students. Each session shall be three (3) weeks in length, six (6) hours per day, five (5) days a week.

C.2.g. CONTRACTOR will conduct back-to-back sessions, recruiting new enrollees during active class.

C.2.h CONTRACTOR shall conduct a graduation ceremony at the completion of each three-week session, recognizing the participants for their accomplishments.

C.3. Program Results

Participants in the Program can be expected to develop greater self-esteem, improved control of their emotions, non-violent problem-solving skills, an understanding of the concept of community and collective responsibility, job seeking skills, job retention skills, and other valuable life skills.

D. RATE OF COMPENSATION

CONTRACTOR will be paid accordingly and as specified in Section E below: Total amount of contract not to exceed \$300,000 for a twelve (12) month period, effective the date of Board approval.

A \$50,000 payment will be made in the first month of operation for the training materials, and will be considered the first month installment, followed by 11 (eleven) equal payments of \$22,727.27 per month for the remainder of the contract term. This contract is funded by the Inmate Welfare Fund.

If the month-to-month extensions are required, the Sheriff, at his sole option, may extend the agreement at the monthly cost of \$25,000 up to \$150,000 as provided herein.

5. PAYMENT PROVISION

E.1 Payments for contract services provided during the term of the Agreement shall be paid thirty (30) days in arrears, and authorized by the SHERIFF's Project Director. At the end of each month, CONTRACTOR shall submit an original invoice to:

Los Angeles County Sheriff's Department
Accounts Payable Section
4700 Ramona Boulevard
Monterey Park, CA 91754

and one copy of the invoice for services performed under this Agreement to:

Director Karen S. Dalton, Project Director
Correctional Services Division
Twin Towers Correctional Facility
450 Bauchet Street
Los Angeles, California 90012
Telephone (213) 893-5882
Fax (323) 415-6576
E-mail: ksdalton@lasd.org

- E.2. CONTRACTOR shall submit invoices in a uniform format approved by the SHERIFF's Project Director with the following minimum information:
 - E.2.a. Name, address, and telephone number of CONTRACTOR
 - E.2.b. Payment Period including "from" and "to" dates
 - E.2.c. Days and number of hours worked for the payment period
 - E.2.d. Number inmates or employees graduated during the payment period
 - E.2.e. Total dollar amount charged to the COUNTY

- E.3. CONTRACTOR shall submit a report, approved by the SHERIFF's Project Director, with each invoice that supports the number of hours worked which includes:
 - E.3.a. A list of names and booking number of each training participant
 - E.3.b. Indicates whether the participant is an inmate or employee
 - E.3.c. Indicates the number of instruction hours that the participant completed
 - E.3.d. Indicates whether the participant graduated
 - E.3.e. Dates each training participant attended training

- E.4. Payment procedures and time-lines shall follow regular County practices:
 - E.4.a. NCCF Site Administrator verifies the graduate information (at the end of each class)
 - E.4.b. CONTRACTOR submits invoice to the Project Director (on the 5th of each month)
 - E.4.c. Project Director forwards the approved invoice to Fiscal's Special Fund Accounting Unit (within 2 business days)
 - E.4.d. Fiscal processes the invoice for payment by the Auditor-Controller (within 2 business days)
 - E.4.e. Auditor-Controller prepares the payment Warrant and mails it to the CONTRACTOR (approximately 2 weeks)

6. WORK HOURS, DAYS AND LOCATIONS

F.1 Work Hours

Work hours may vary dependent on the needs of the SHERIFF. Generally, work hours range from 7:00 a.m. to 7:00 p.m.

F.2. Work Days

Training may be conducted Monday through Friday, with occasional hours for make-up when pre-planned in advance, except on Board of Supervisor’s approved County holidays.

F.3. Locations

Training shall be conducted at the following SHERIFF’s locations. These locations may change, increase, or decrease during the term of the Agreement.

F.3.1 Pitchess Detention Center
North County Correctional Facility
29340 The Old Road
Castaic, California 91384-2905
Telephone: 1 661 295-7969

7. COUNTY ADMINISTRATION

This Agreement will be administered by the SHERIFF’S Department Correctional Services Division/Bureau as follows: Director Karen Dalton, Project Director
Correctional Services Division
Twin Towers Correctional Facility
450 Bauchet Street, Room E-826
Los Angeles, California 90012
Telephone: (213) 893-5882

Lieutenant Moak, Site Administrator
Custody Operations Division
Pitchess Detention Center
North County Correctional Facility
29340 The Old Road

Castaic, California 91384-2905
Telephone: 1 (661) 295-7801

COUNTY'S Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

COUNTY'S Project Director shall have the right at all times to inspect any and all tasks, goods, services or other work performed or provided by or on behalf of the CONTRACTOR.

8. CONTRACTOR

The Contractor may be contacted as follows:

Tarik Ross or Bo Taylor
Amer-I-Can Foundation
1851 Sunset Plaza Drive
Los Angeles, California 90069
(310) 652-7884
FAX (310) 652-9353

1. FACILITY SECURITY AND ACCESS

All personnel assigned by CONTRACTOR to perform services under this Agreement shall undergo the SHERIFF'S Background Screening. Due to the known nature of the facilitators backgrounds, the SHERIFF will not deny access to the facility based on the background screening. The SHERIFF will, however, maintain information on the facilitators for safety and security issues. Additional information that is revealed during the course of the contract duration will be decided upon on a one-by-one basis between the Site Administrator and the Project Director.

CONTRACTOR shall submit to the Sheriff's Department Project Director a roster of all employees that will perform services under this Agreement. The CONTRACTOR shall maintain this roster and provide the SHERIFF'S Project Director with updates, as necessary, to keep the roster current.

CONTRACTOR shall submit 48 hours in advance, notification to the SITE ADMINISTRATOR (Unit Commander or Site Administrator) the intent to bring a visitor, guest speaker, or program affiliate. The NAME, ADDRESS, PHONE, DOB, DRIVER'S LICENSE NUMBER will be required, and upon receiving this information a limited Facility Security Clearance will be granted.

J. COUNTY PROVIDED TRAINING ROOM, EQUIPMENT AND SUPPLIES

The COUNTY will provide the following training room, equipment and supplies to the CONTRACTOR:

- J.1 Training room or location conducive to effective implementation of the desired training.
- J.2 Office space required to prepare for and follow-up on training and prepare required reports and opinions.
- J.3 COUNTY will provide usage of the following COUNTY equipment:
 - J.3.a. Telephone
 - J.3.b. Fax Machine
 - J.3.c. Copier
 - J.3.d. Computer with WordPerfect software
- J.4 COUNTY will print instructional materials after the number of participants reaches 600 participants

K. CONTRACTOR PROVIDED EQUIPMENT AND SUPPLIES

CONTRACTOR may be required to provide its own training equipment which meets the requirements of Section C of this Statement of Work, and approved by the SHERIFF's Project Manager.

12. QUALITY ASSURANCE PLAN

COUNTY'S Project Director will evaluate CONTRACTOR'S performance under this Agreement, on not less than a quarterly basis. Such evaluation will include assessing CONTRACTOR'S compliance with the terms and performance standards of this Agreement. CONTRACTOR'S deficiencies which COUNTY'S Project Director determines are severe and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the COUNTY'S Board of Supervisors. The report will include improvement and or corrective action measures taken by COUNTY and CONTRACTOR. If improvement and or corrective action does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

13. **COUNTY'S RIGHT TO AUDIT**

CONTRACTOR agrees that COUNTY, or its duly authorized representatives, shall have access to and the right to examine, audit excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement.

14. **CHAIN OF COMMAND**

CONTRACTOR agrees to adhere to the established CHAIN OF COMMAND. All communications should be addressed first to the Sheriff's SITE ADMINISTRATOR (Facility Unit Commander). If the SITE COORDINATOR is unavailable, or CONTRACTOR requires further assistance, they will contact DIRECTOR, Correctional Services Division, Karen S. Dalton (213) 893-5882). If a resolution is unattainable the communication will go to CHIEF, Correctional Services Division, Al Scaduto, (213) 893-5017.

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
CONTRACT FOR DISTURBANCE MEDIATION TRAINING SERVICES**

This Contract for specialized services is made and entered into this _____ day of _____, 2002,

by and between

the County of Los Angeles, a body corporate and politic, hereinafter referred to as "COUNTY,"

and

The Amer-I-Can Foundation
hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, the Los Angeles County Sheriff's Department (SHERIFF) is charged with the responsibility of providing a safe and peaceful inmate environment at its detention facilities; and

WHEREAS, the SHERIFF requires specially trained experts to conduct training in disturbance mediation for both inmates and deputies; and

WHEREAS, CONTRACTOR meets the criteria of ability to provide specially trained, experienced, and expert trainers in disturbance mediation, problem solving, emotional control, family and financial stability, effective communications and goal setting; and

WHEREAS, COUNTY desires to engage CONTRACTOR under this Agreement for its specialized expertise to perform the services according to the terms herein provided; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

APPLICABLE DOCUMENTS

- 1.1 This present document, as well as Exhibits A, B, C, D, E, F and G attached hereto and incorporated herein by this reference, form and constitute this Contract between COUNTY and CONTRACTOR throughout and hereinafter, the “Contract.” In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any task, sub-task, deliverable, good, service and/or other work, and/or otherwise, between the body of this present document and the exhibits attached hereto, and/or between or among the exhibits, such conflict and/or inconsistency shall be resolved by giving precedence first to the body of this present document, and then to the exhibits according to the following priority.

Exhibit A - Statement of Work

1.1.2 Exhibit B - Contractor’s Confidentiality Acknowledgment and Agreement Form

1.1.3 Exhibit C - Child Support Compliance Program Certification

1.1.4 Exhibit D - Contractor’s Employee Jury Service Program Application for Exception and Certification Form

1.1.5 Exhibit E - County’s Administration

1.1.6 Exhibit F - Contractor’s Administration

1.1.7 Exhibit G - Contractor’s EEO Certification

- 1.2 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes any and all previous agreements, written and/or oral and all communications between the parties, regarding the subject matter of this Contract.

DEFINITIONS

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

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Program Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all task, deliverables, goods, services and other work provided by Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Statement of Work:** A detail statement of the services being provided or requested.

WORK

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

TERM AND TERMINATION OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year, commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 This Contract may be extended at County's option on a month-to-month basis up to a maximum of six months. Upon approval, extensions are executed by both County's Sheriff and Contractor's Program Manager.
- 4.3 Contractor shall notify Sheriff when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Sheriff at the address herein provided in this Contract.
- 4.4 Sheriff shall give Contractor thirty (30) days prior written notice that the extension option shall be exercised. During any of the month-to-month extension period, Sheriff may terminate the Contract by giving Contractor ten day prior written notice.

CONTRACT SUM

- 5.1. The amount payable under this Contract for services performed for one year shall not exceed \$300,000. A \$50,000 payment will be made in the first month of operation for the training and training material, followed by 11 equal payments of \$22,727.27 after invoice by Contractor. If six month option is required, the total amount to be expended for the extension shall not exceed \$150,000. Total Contract sum shall not exceed \$450,000.

County Agrees to compensate Contractor for services performed under this Contract as specified in Exhibit A, Statement of Work, if the Contractor provides any tasks, deliverable, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

- 5.2. Invoices and Payments

The Contractor shall invoice the County only for providing the task, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which include the charges owed to the Contractor by the County under the terms of this Contract.

If the County does not approve work in writing no payment shall be due to the Contractor for that work. The Contractor shall submit the monthly invoices to the County by the 15th Calendar day of the month following the month of service.

All invoices under this Contract shall be submitted in two (2) copies to the following address:

Director Karen S. Dalton, Project Director
Correctional Services Division
Twin Towers Correctional Facility
450 Bauchet Street
Los Angeles, California 90012
Telephone: (213) 893-5882 Fax: (323) 415-6576

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the Project Director and Contracts Administration Unit.

6. ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit E. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Contract are met
- making changes in the terms and conditions of this Contract in accordance with Section 9, Change Notices and Amendments
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County Project Manager include:

- meeting with Contractor's Project Manager on a regular basis
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

6.3 County's Program Monitor

The County's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the County Project Manager.

ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit F. The Contractor shall 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 shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 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.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County, and Contractor will provide new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Security Clearance

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background

investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.4 Disqualification, if any, of contract worker(s), pursuant to this section 7, shall not relieve contract of its obligation to complete all work in accordance with the terms and conditions of this contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information which it may acquire arising out of or connected with activities under this Contract in accordance with all applicable Federal, State, and County laws, regulations, ordinances guidelines and directives relating to confidentiality. Contractor shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Contract and shall secure from its employees and subcontractors a signed Acknowledgment and Confidentiality Contract in the form set out in Exhibit B to this Contract.

TERMS AND CONDITIONS

8.1 Assignment and Delegation

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Sheriff. Any unapproved assignment or delegation shall be null and void. Any payments by the Sheriff to any approved delegate or assignee on a claim under this Contract shall be deductible, at Sheriff sole discretion, against the claims, which the Contractor may have against the

County.

- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Sheriff express prior written approval, may result in the termination of this Contract.

8.2 Authorization Warranty

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

8.3 Budget Reductions

In the event that the County Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employee and imposes similar reductions with respect of County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

CHANGES AND AMENDMENTS OF TERMS

- 9.1. The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:
 - 9.1.1. For any change which does not affect the scope of the work, period of performance, payments, or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Director and Contractor's Project Manager.
 - 9.1.2. For any revision which affects the scope of work, period of performance, payments, or any term and condition included in this Contract, a negotiated modification to this Contract shall be executed by the officials or his/her designee of each party who executed the original Contract.

COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within 30 business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 10.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 10.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 10.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation with five (5) business days of receiving the complaint.

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

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

COMPLIANCE WITH APPLICABLE LAW

- 11.1 Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines and directives.
- 11.2 Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, cost, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, ordinances, or directives.

CONFLICT OF INTEREST

- 12.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the

performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 15.1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.
- 15.2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

- 15.3. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:

15.3.1 Violated any term of a contract with the County;

15.3.2 Committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on the same;

15.3.3 Committed an act or offense which indicates a lack of business integrity or business honesty; or

15.3.4 Made or submitted a false claim against the County or any other public entity.

- 15.4. If there is evidence that the Contractor may be subject to debarment, the Sheriff 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.

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

If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

- 15.6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors.

The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 15.7. These terms shall also apply to subcontractors of the County Contractors.

CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 17.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with the court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 17.2. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures Section 706.031 and Family Code Section 5246(b).

18. VALIDITY

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

COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures

taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

20.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, building, or grounds caused by contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

20.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized offices of each party, when appearing in appropriate places of the Changes Notices and Amendments prepared pursuant to paragraph 8, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Changes Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

FAIR LABOR STANDARDS

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

GOVERNING LAW, JURISDICTION, AND VENUE

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

INDEPENDENT CONTRACTOR STATUS

- 25.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 25.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 25.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

INDEMNIFICATION AND INSURANCE

- 26.1 Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands,

claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

- 26.2 General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- 26.3 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *Mr. Tom Harwood, Contracts Manager, 4700 Ramona Boulevard, Room 324, Monterey Park, CA 91754-2169* prior to commencing services under this Contract. Such certificates or other evidence shall:

Specifically identify this Contract

Clearly evidence all coverages required in this Contract.

Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of

Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.

Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a

corporate surety licensed to transact business in the State of California.

26.4 Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

26.5 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Contract.

County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

26.6 Notification of Incidents, Claims or Suits: Contractor shall report to County:

Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

26.7 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

26.8 Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all sub-contractors performing services under this Contract meet the insurance requirements of this Contract by either:

Contractor providing evidence of insurance covering the activities of sub-contractors, or Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence

of sub-contractor insurance coverage at any time.

27. INSURANCE COVERAGE REQUIREMENTS

- A. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

- B. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

- C. **Workers Compensation and Employers’ Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

LIQUIDATED DAMAGES

- 28.1 All time limits and required acts to be done by both parties are the essence of this Contract. If Contractor fails to perform or complete the required work at the times set forth herein, then it is mutually understood and agreed that the nature of the resultant damages will be extremely difficult and impractical to fix. County and Contractor have endeavored to fix the amount of said damages in advance; such that the amount set forth hereinafter are the nearest and most exact measures of damages for such breach that can be fixed at or after such breach; and that, therefore, County and Contractor hereby fix the liquidated damages set forth hereinafter, not as a penalty or forfeiture for breach of this Contract.

- 28.2 In any case of any such breach, County may assess liquidated damages of \$500.00 per day for each day, or part thereof that the deficiency continues and add said amount to the amount due from the Contractor under this Contract.

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MOST FAVORED PUBLIC ENTITY

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

NONDISCRIMINATION IN EMPLOYMENT

- 30.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 30.2 The Contractor shall certify to and comply with, the provisions of Exhibit G - Contractor's EEO Certification.
- 30.3 The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regards to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but 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.
- 30.4 The Contractor certified and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, nation origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 30.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply will all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, nation origin, sex, age, or physical or mental disability, marital status, or political

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affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 30.6 The Contractor shall allow County representative access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 31 when so requested by the County.
- 30.7 If the County finds that any provisions of this Paragraph 31 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws, or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 30.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each violation pursuant to California civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

NON-EXCLUSIVE CONTRACT

Nothing therein is intended nor shall be construed as creating any exclusive arrangement that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

NOTICE OF DELAYS

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

33. DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

If the County Project Manager or County Director is not able to resolve the dispute, the Sheriff or designee shall resolve it.

NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

NOTICES

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

PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

PUBLIC RECORDS ACT

37.1 Any document 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 40 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary".

The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is

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

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

PUBLICITY

- 38.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner, or
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonable withhold written consent.
- 38.2 The Contract may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 39 shall apply.

RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Contract in accordance with generally accepted accounting principles.

The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, time cards and other

employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location.

- 39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit.
- 39.2 Failure on the part of the Contractor to comply with any of the provisions of the Paragraph 40 shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.
- 39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference

shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

RECYCLED BOND PAPER

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

the maximum extent possible on this Contract.

SUBCONTRACTING

- 41.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 41.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 41.4 The Contractor shall remain full responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 41.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontractors of this right.
- 41.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 41.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County

from each approved subcontractor. The Contractor shall ensure delivery of all such documents to: *Mr. Tom Harwood, Contracts Manager, 4700 Ramona Boulevard, Room 324, Monterey Park, CA 91754-2169*, before any subcontractor employee may perform any work hereunder.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirement set forth in Paragraph 18 - Contractor's Warranty to Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or Board of Supervisors may terminate this Contract pursuant to Paragraph 44 - Termination for Default.

TERMINATION FOR CONVENIENCE

- 43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notices, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 43.3 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit,

excerpt, copy, or transcribe such material at such other location.

TERMINATION FOR DEFAULT

- 44.1. The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Project Director:
- Contractor has materially breached this Contract;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods, and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 44.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 44.3, the terms "subcontractor"

and “subcontractors” mean subcontractor(s) at any tier.

- 44.4 If, after the County has given notice of termination under the provision of this Paragraph 44, it is determined by the County that the Contractor was not in default under the provision of this Paragraph 44, or that the default was excusable under the provisions of Paragraph 44.3, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Paragraph 43 - Termination for Convenience.
- 44.5 In the event the County terminates this Contract in its entirety due to the Contractor’s default as provided in Paragraph 44.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County’s costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Paragraph 44.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year’s Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of

the Sheriff, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor’s payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 18 - Indemnification.

- 44.6 The rights and remedies of the County provided in this Paragraph 44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

TERMINATION FOR GRATUITIES OR IMPROPER CONSIDERATION

- 45.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract upon ONE (1) DAY’S notice, if it is found that gratuities or 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 a contract or this Contract or securing favorable treatment with respect to

the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract, provided that the existence of the facts upon which the County makes such findings may be reviewed in any competent court. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 45.2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or other tangible gifts.

TERMINATION FOR INSOLVENCY

- 46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60)

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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.

- 46.2 The rights and remedies of the County provided in this Paragraph 46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County lobbyist or County lobbying firm as defined in Los

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

TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

LICENSES/CERTIFICATES

During the term of the Contract, upon request of Sheriff's Project Manager, Contractor will submit continuing verification of any licenses, certificates,

diplomas, or other documents required to meet the minimum requirements as specified in Exhibit A, Statement of Work of this Contract.

COUNTY'S REPRESENTATIVE

The County hereby designates the Sheriff as its authorized representative, who shall have full authority and overall responsibility for all matters pursuant to this Contract. The Sheriff has designated a Project Manager who shall coordinate the work assignments and tasks associated with the services provided under this Contract.

WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision to this Contract shall not be construed as a waiver of the provision.

The rights and remedies set forth in this Paragraph 51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

15. WARRANTY AGAINST CONTINGENT FEES

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

16. COMPLIANCE WITH JURY SERVICE PROGRAM

53.1 Jury Service Program

53.1.1 This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.2.03.090 of the Los Angeles County Code.

53.2 Written Employee Jury Service Policy

53.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury 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 shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) 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.

53.2.2 For purpose of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of 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 service of 90 days or less within a 12-month period are not considered full-time for purpose of the

Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

53.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that 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.

53.2.4 Contractor’s violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

17. AUTHORIZATION WARRANTY

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

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**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
CONTRACT FOR DISTURBANCE MEDIATION TRAINING SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chairman of the Board and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and Contractor has cause this Contract to be executed on its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

by: _____ Chairman of
the Board

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

by:

CONTRACTOR

by: _____
Jim Brown, Chairman of the Board

Amer-I-Can Foundation

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

by: _____
Rene Gilbertson
Deputy County Counsel