

**APPENDIX A  
MODEL AGREEMENT**



**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

[ \_\_\_\_\_ ]

**FOR  
ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS IN LOS  
ANGELES COUNTY JAILS**

### **NOTICE TO RFSI RESPONDENTS**

**THIS DOCUMENT IS A MODEL AGREEMENT THAT INCLUDES MANY OF COUNTY'S CONTRACTING REQUIREMENTS AS OF THE DATE OF THE RFSI. COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS MODEL AGREEMENT WILL BE INCLUDED IN ANY RESULTANT AGREEMENT, THAT SUCH SAMPLE PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT AGREEMENT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT AGREEMENT.**

**THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THE RFSI, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.**

**FOR CERTAIN EXHIBITS (AS DEFINED IN THIS APPENDIX A, MODEL AGREEMENT, TO THE RFSI) REFERENCED IN THIS APPENDIX A, RESPONDENTS ARE INSTRUCTED TO REFER TO APPLICABLE APPENDICES TO THE RFSI. SUCH APPENDICES TO THE RFSI WILL EVENTUALLY BE ATTACHED AS EXHIBITS TO ANY RESULTANT AGREEMENT.**

**AGREEMENT  
FOR  
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## EXHIBITS

- EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B – STATEMENT OF WORK (Not attached to Model Agreement; See Appendix B of the RFSI)
- EXHIBIT C – FINAL PROGRAM PLAN (PLACEHOLDER)
- EXHIBIT D – COUNTY JAIL FACILITIES
- EXHIBIT E – APPLICATION FOR ACCESS TO CUSTODY FACILITIES
- EXHIBIT F – SAFELY SURRENDERED BABY LAW (Not attached to Model Agreement; See Appendix E of the RFSI)
- EXHIBIT G – JURY SERVICE ORDINANCE (Not attached to Model Agreement; See Appendix F of the RFSI)
- EXHIBIT H – DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE (Not attached to Model Agreement; See Appendix G of the RFSI)
- EXHIBIT I – CONTRACTOR’S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- EXHIBIT J – CONTRACTOR’S EEO CERTIFICATION
- EXHIBIT K – CHARITABLE CONTRIBUTIONS CERTIFICATION

**AGREEMENT  
FOR  
ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS  
IN LOS ANGELES COUNTY JAILS**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Los Angeles ("County") and [\_\_\_\_\_] ("Contractor"), located at [Address, City, State, Zip], to provide Alternative Programs for Adult Offenders in Los Angeles County Jails.

- (a) Whereas, one mission of the Los Angeles County Sheriff's Department ("Department") is to create a culture and system of incarceration in the Department jail system that encourages short-term and life-long learning, and reduces recidivism by increasing the educational, civic, social, economic, life skills and engagement of inmate participants; and
- (b) Whereas, County, through the Department, desires to enter into this Agreement for the provision of alternative jail program services in the County jails; and
- (c) Whereas, the Department does not employ qualified personnel to provide the desired alternative jail program services; and
- (d) Whereas, Contractor represents that it possesses the necessary skills, knowledge, and competence to provide alternative jail program services in the County jails; and
- (e) Whereas, this Agreement is authorized pursuant to California Government Code Sections 31000 and otherwise.

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

**1. AGREEMENT AND INTERPRETATION**

- 1.1 Agreement. This base document along with Exhibits A through K attached hereto, any attachments attached hereto or thereto, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this

base document, and then to the Exhibits and any attachments thereto, according to the following descending priority:

- 1.2.1. Exhibit A – Additional Terms and Conditions
- 1.2.2. Exhibit B – Statement of Work
- 1.2.3. Exhibit C – Final Program Plan
- 1.2.4. Exhibit D – County Jail Facilities
- 1.2.5. Exhibit E - Application for Access to Custody Facilities
- 1.2.6. Exhibit J - Contractor’s EEO Certification
- 1.2.7. Exhibit I – Contractor’s Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.2.8. Exhibit G – Jury Service Ordinance
- 1.2.9. Exhibit H – Defaulted Property Tax Reduction Program
- 1.2.10. Exhibit F – Safely Surrendered Baby Law
- 1.2.11. Exhibit K – Charitable Contributions Certification

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## 2. **DEFINITIONS**

The following terms and phrases shall have the following specific meaning when used in this Agreement.

- 2.1 “Agreement” has the meaning set forth in Subparagraph 1.1 (Agreement).
- 2.2 “Amendment” has the meaning set forth in Section 6 (Change Orders and Amendments).
- 2.3 “Board” means the Los Angeles County Board of Supervisors.
- 2.4 “Business Day” means Monday through Friday, excluding County observed holidays.
- 2.5 “Change Order” has the meaning set forth in Section 6 (Change Orders and Amendments).
- 2.6 “Contractor” has the meaning set forth in the preamble.
- 2.7 “Contractor Program Manager” has the meaning set forth in Paragraph 4.1 (Contractor Program Manager).
- 2.8 “County” has the meaning set forth in the preamble.
- 2.9 “County Counsel” means County’s Office of the County Counsel.
- 2.10 “County Indemnitees” means the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers.
- 2.11 “County Program Manager” has the meaning set forth in Paragraph 3.1 (County Program Manager).
- 2.12 “Department” has the meaning set forth in the Recitals.
- 2.13 “Facilitator” has the meaning set forth in Paragraph 1.1 of Exhibit B (Statement of Work) of this Agreement.
- 2.14 “Final Program Plan” has the meaning set forth in Exhibit C (Final Program Plan) of this Agreement.
- 2.15 “Initial Term” has the meaning set forth in Section 7 (Term).
- 2.16 “Jury Service Program” has the meaning set forth in Section 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.17 “Option Term” has the meaning set forth in Section 7 (Term).

- 2.18 “Program” has the meaning set forth in Paragraph 1.1 of Exhibit B (Statement of Work) of this Agreement.
- 2.19 “Sheriff” means the elected official who is the Sheriff of the County of Los Angeles.
- 2.20 “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.21 “Tax” and “Taxes” means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.22 “Term” has the meaning set forth in Section 7 (Term).
- 2.23 “Work” means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor, which are required pursuant to this Agreement, including Exhibit B (Statement of Work) and all other Exhibits, and any and all fully executed Change Orders and Amendments hereto.

### **3. ADMINISTRATION OF AGREEMENT- COUNTY**

- 3.1 The County Program Manager for this Agreement shall be:

Brantley Choate, Director  
Education Based Incarceration Bureau  
450 Bauchet Street, Room 888  
Los Angeles, California 90012  
Phone: (213) 999-1908  
Fax: (213) 633-5126  
Email: [bchoate@lasd.org](mailto:bchoate@lasd.org)

- 3.2 Responsibilities of the County Program Manager include but are not limited to:
- 3.2.1 Overseeing the day-to-day administration of this Agreement; and
- 3.2.2 Acting as central point of contact with County; and
- 3.2.3 Ensuring that the objectives of this Agreement are met; and
- 3.2.4 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements; and



- 3.2.5 Meeting with the Contractor Program Manager on a regular basis; and
- 3.2.6 Inspecting any and all tasks, deliverables, goods, services, or other Work provided by or on behalf of Contractor.
- 3.3 County shall notify Contractor in writing of any change in the County Program Manager.

**4. ADMINISTRATION OF AGREEMENT- CONTRACTOR**

4.1 The Contractor Program Manager for this Agreement shall be:

Contractor Name  
Address  
Telephone  
Fax  
Email

4.2 Responsibilities of the Contractor Program Manager include but are not limited to:

4.2.1 Overseeing the day-to-day activities of this Agreement; and

4.2.2 Ensuring Contractor's performance of all Work required under this Agreement; and

4.2.3 Ensuring Contractor's compliance with all terms and conditions of this Agreement; and

4.2.4 Meeting with County Program Manager on a regular basis.

4.3 County shall notify Contractor in writing of any change in the Contractor Program Manager.

**5. WORK, SCOPE OF SERVICES**

5.1 Contractor shall provide Program services to inmates in County jails as required in this Agreement, including Exhibit B (Statement of Work) and Exhibit C (Final Program Plan), at no cost to County.

5.2 Contractor shall fully and timely perform all Work under this Agreement, including pursuant to any fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.

5.3 Contractor acknowledges that, subject to this Section 5 (Work), all Work performed under this Agreement, including pursuant to any fully executed

Change Order or Amendment, shall be performed in accordance with the terms and conditions of this Agreement.

- 5.4 Contractor shall provide the Program services defined in Exhibit C (Final Program Plan) of this Agreement to inmates incarcerated in one or more of the County jails listed in Exhibit D (County Jail Facilities) of this Agreement.
- 5.5 Contractor shall provide all Program services required herein at no cost to County. County will not and shall not provide funding to Contractor in exchange for the services. All Facilitator and staff salaries and benefits, administrative costs, and all other costs associated with providing the Program services shall be borne by Contractor and may be offset through outside funding (i.e. Average Daily Attendance reimbursement, independent grant funding, direct funding from Contractor).

## **6. CHANGE ORDERS AND AMENDMENTS**

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments). County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1 For any change which does not materially affect the scope of Work, period of performance, or any other term or condition included under this Agreement, a Change Order shall be executed by the County Project Director and Contractor Project Director.
- 6.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to this Agreement shall be executed by Sheriff and Contractor.
- 6.3 For any change that materially affects the period of performance, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.
- 6.4 Notwithstanding Paragraph 6.3 above, for (1) any Option Term extension of this Agreement beyond the Initial Term, (2) modifications pursuant to Section 39.0 (Assignment by Contractor), of Exhibit A (Additional Terms and Conditions), and (3) any changes to the Final Program Plan as required by the County, in the Department's sole discretion, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

**7. TERM**

- 7.1 The Term of this Agreement shall commence upon execution by the Sheriff of Los Angeles County and shall terminate on [date - one (1) year from the date of approval of the Model Agreement by the County Board of Supervisors] (“Initial Term”), unless sooner terminated or extended in whole or in part as provided for herein.
- 7.2 The County has the option, at the Sheriff’s discretion and upon notice to Contractor prior to the end of the current period of the Term of this Agreement, to extend the term of this Agreement for up to six (6) additional one-year periods (each an “Option Term”), for a maximum Term of this Agreement not to exceed seven (7) years. Each such Option Term extension shall be in the form of a written Amendment pursuant to Paragraph 6.4 above. As used herein, the “Term” shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Option Term extension.
- 7.4 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term of this Agreement as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Program Manager at the address set forth in Paragraph 3.1 of this Agreement.

**8. NOTICES**

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) calendar days prior notice in accordance with the procedures set forth above, to the other party.

- (1) To County: Los Angeles County Sheriff's Department  
Twin Towers Correctional Facility  
450 Bauchet Street, Room 888

Los Angeles, California 90012  
Attention: Brantley Choate, Director  
Education Based incarceration Bureau  
Fax: (213) 633-5126  
Email: bchoate@lasd.org

(2) With a copy to:

Los Angeles County Sheriff's Department  
Assistant Director, Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Fax: (323) 415-1069  
Email: [scousin@lasd.org](mailto:scousin@lasd.org)

(3) Notices to Contractor shall be addressed as follows:

[NAME]  
[Address]  
[City], State ZIP  
Fax:  
Email:

The County Program Manager shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

**9. ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

**10. NO GUARANTY OF WORK**

This Agreement is intended to provide County with alternative jail program services on an "as-needed" basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services, or any services at all during the Term of this Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

**11. SURVIVAL**

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1 (Agreement and Interpretation), Section 2 (Definitions), Section 8 (Notices), Section 9 (Arm's Length Negotiations), and Section 11 (Survival), and all the

terms and conditions set forth in Exhibit A (Additional Terms and Conditions), of this Agreement.

[Intentionally Left Blank]

**AGREEMENT  
FOR  
ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS  
IN LOS ANGELES COUNTY JAILS**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of Los Angeles County, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Leroy D. Baca, Sheriff

Date \_\_\_\_\_

\_\_\_\_\_ ]

Contractor

Signature: \_\_\_\_\_

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

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

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel