

ERIC GARCETTI
MAYOR

May 23, 2016

Honorable Members of the City Council
c/o City Clerk
Los Angeles City Hall
200 N. Spring Street, Room 395
Los Angeles, CA 90012

Re: 2016 California Department of Transportation Funding for Transitional
Employment Services

Dear Honorable Members:

Pursuant to Section 14.6 of the Los Angeles Administrative Code, the Mayor's Office of Public Safety, Office of Re-Entry, is providing notification to the City Council of its acceptance of funding from the California Department of Transportation ("Caltrans") in the amount of up to \$8,913,648, for a 3-year performance period of July 1, 2016 to June 30, 2019. The funds will be used to provide transitional employment services to 400-450 Los Angeles area parolees and probationers annually. The Mayor's Office also requests authority from the City Council to negotiate and execute sub-agreements with two contractors for the distribution of a portion of these funds for a term of up to 36 months for the purposes described herein.

I. BACKGROUND

The California Department of Transportation ("Caltrans") seeks to establish a litter abatement program on State Rights of Way within a 60-mile radius of the City of Los Angeles. The litter abatement program shall be performed by work crews composed of Los Angeles area residents currently on parole or supervised probation.

The Mayor's Office shall partner with a contractor (to be selected through a pending procurement) to serve as the designated transitional employment agency to staff the litter abatement program with transitional workers ("Contractor"). The Contractor shall dispatch six (6) work crews consisting of eight (8) transitional workers per crew, five (5) days per week except holidays, to conduct litter removal. The Contractor shall be solely responsible for the supervision, care and control of transitional workers and shall provide each with the higher of the prevailing minimum hourly wages within the State of California or City of Los Angeles during their participation in the program.

The Contractor shall coordinate with the Los Angeles County and Federal Probation Departments and the California Department of Corrections and Rehabilitation to guarantee a sufficient number of referrals to sustain and adequately staff the program. In addition to staffing Caltrans litter abatement work crews, the Contractor shall also provide transitional workers with life skills education, full-time job placement, and post-employment case management services. It is anticipated that transitional workers will cycle through the program once permanent employment is obtained and be replaced with new parolees/probationers, typically within 60 days.

To achieve this, the Mayor's Office requests authority to negotiate and execute a contract with a selected Contractor to serve as the designated transitional employment agency, in an amount not to exceed \$8,224,692.64 for a period of up to 36 months.

In addition, the Mayor's Office shall conduct a procurement to identify and select a training contractor to provide training in the areas of cognitive behavior intervention, therapeutic arts, financial literacy, and/or family reunification/parenting. The Mayor's Office requests authority to negotiate and execute a contract with a selected training contractor to provide these services as needed, in an amount not to exceed \$65,000 for a period of up to 36 months.

II. MANAGEMENT AND ADMINISTRATION

The Mayor's Office of Public Safety, Office of Re-Entry, is responsible for fiscal and program management for this program. Approximately \$623,955 shall be used in support of the management and administration of the program. Management and administration costs shall consist of salary and fringe benefits for the Mayor's Office grant and fiscal management personnel. The following staff will be required to implement the Caltrans program:

Program Manager @ 100%, \$6,401.46 x 36 months = \$230,452.56

Partnership Project Coordinator @ 50% x \$5,152.14 x 36 months = \$92,738.52

Accountant @ 50% x \$5,590.62 x 36 months = \$100,631.16

The Program Manager will serve as the primary point of contact with Caltrans and the City's selected Contractors. He or she shall also be responsible for ensuring that the project implementation plan is adhered to, project objectives are met, and reports are submitted according to the timeline determined by Caltrans.

The Partnership Project Coordinator will oversee partnership coordination with the County Department of Probation, the California Department of Corrections and Rehabilitation, and Federal Probation. He or she will be responsible for liaising with these entities and the selected Contractor to manage the referral process and working with these entities to ensure housing is facilitated for the program participants.

The Accountant's responsibilities include ensuring timely, accurate, and appropriate execution of all grant expenditures, reimbursements, and fund draw-downs, as well as ensuring compliance with accepted auditing standards.

III. BUDGET

| SALARIES | | |
|---------------------------------|----------------------------------|-------------------|
| Position | Grant Funds | Total Cost |
| Program Manager | \$76,817.52 Annual Salary @ 100% | \$ 76,817.52 |
| Partnership Project Coordinator | \$61,825.68 Annual Salary @ 50% | \$ 30,912.84 |
| Accountant | \$67,087.44 Annual Salary @ 50% | \$ 33,543.72 |
| Total Salaries: | | \$141,274.08 |

| FRINGE BENEFITS | | |
|---------------------------------|---|-------------------|
| Position | Grant Funds | Total Cost |
| Program Manager | \$76,817.52 Annual Salary X 100% X 36.57% | \$28,092.17 |
| Partnership Project Coordinator | \$61,825.68 Annual Salary X 50% X 36.57% | \$11,304.83 |
| Accountant | \$67,087.44 Annual Salary X 50% X 36.57% | \$12,266.94 |
| Total Fringe Benefits: | | \$51,663.94 |

| CONTRACTUAL SERVICES | | |
|------------------------------------|--------------------|-------------------|
| Agency Name | Grant Funds | Total Cost |
| TBD | | \$2,507,990.88 |
| TBD | | \$ 65,000.00 |
| Total Contractual Services: | | \$2,572,990.88 |

| MANAGEMENT AND ADMINISTRATION | | |
|---|--------------------|-------------------|
| | Grant Funds | Total Cost |
| | | \$15,047.10 |
| Total Management and Administration: | | \$15,047.10 |

Total Award Budget Year 1: \$2,780,976

| SALARIES | | |
|---------------------------------|----------------------------------|-------------------|
| Position | Grant Funds | Total Cost |
| Program Manager | \$76,817.52 Annual Salary @ 100% | \$ 76,817.52 |
| Partnership Project Coordinator | \$61,825.68 Annual Salary @ 50% | \$ 30,912.84 |
| Accountant | \$67,087.44 Annual Salary @ 50% | \$ 33,543.72 |
| Total Salaries: | | \$141,274.08 |

| FRINGE BENEFITS | | |
|---------------------------------|---|-------------------|
| Position | Grant Funds | Total Cost |
| Program Manager | \$76,817.52 Annual Salary X 100% X 36.57% | \$28,092.17 |
| Partnership Project Coordinator | \$61,825.68 Annual Salary X 50% X 36.57% | \$11,304.83 |
| Accountant | \$67,087.44 Annual Salary X 50% X 36.57% | \$12,266.94 |
| Total Fringe Benefits: | | \$51,663.94 |

| CONTRACTUAL SERVICES | | |
|------------------------------------|--------------------|-------------------|
| Agency Name | Grant Funds | Total Cost |
| TBD | | \$2,779,726.88 |
| Total Contractual Services: | | \$2,779,726.88 |

| MANAGEMENT AND ADMINISTRATION | | |
|---|--------------------|-------------------|
| | Grant Funds | Total Cost |
| | | \$15,047.10 |
| Total Management and Administration: | | \$15,047.10 |

Total Award Budget Year 2: \$2,987,712

| SALARIES | | |
|---------------------------------|----------------------------------|---------------------|
| Position | Grant Funds | Total Cost |
| Program Manager | \$76,817.52 Annual Salary @ 100% | \$ 76,817.52 |
| Partnership Project Coordinator | \$61,825.68 Annual Salary @ 50% | \$ 30,912.84 |
| Accountant | \$67,087.44 Annual Salary @ 50% | \$ 33,543.72 |
| Total Salaries: | | \$141,274.08 |

| FRINGE BENEFITS | | |
|---------------------------------|---|--------------------|
| Position | Grant Funds | Total Cost |
| Program Manager | \$76,817.52 Annual Salary X 100% X 36.57% | \$28,092.17 |
| Partnership Project Coordinator | \$61,825.68 Annual Salary X 50% X 36.57% | \$11,304.83 |
| Accountant | \$67,087.44 Annual Salary X 50% X 36.57% | \$12,266.94 |
| Total Fringe Benefits: | | \$51,663.94 |

| CONTRACTUAL SERVICES | | |
|------------------------------------|--------------------|-----------------------|
| Agency Name | Grant Funds | Total Cost |
| TBD | | \$2,936,974.88 |
| Total Contractual Services: | | \$2,936,974.88 |

| MANAGEMENT AND ADMINISTRATION | | |
|---|--------------------|--------------------|
| | Grant Funds | Total Cost |
| | | \$15,047.10 |
| Total Management and Administration: | | \$15,047.10 |

Total Award Budget Year 3: \$3,144,960

IV. RECOMMENDATIONS

It is therefore requested that the City Council:

1. Authorize the Mayor, or his designee, to:

- a. Accept on behalf of the City of Los Angeles funding in the amount of \$8,913,648 from the California Department of Transportation, for a 3-year performance period of July 1, 2016 to June 30, 2019 (the "2016 Caltrans Grant");
 - b. Submit to the grantor, on behalf of the City, requests for drawdown of funds for payment or reimbursements of City funds expended for approved grant purposes;
 - c. Execute a sub-agreement with a Contractor to be selected through a formal procurement, subject to the approval of the City Attorney as to form and legality, for the distribution of 2016 Caltrans Grant funds, for a term of up to 36 months for an amount not to exceed \$8,224,692.64 for the transitional employment services described above;
 - d. Execute a sub-agreement with a Contractor to be selected through a formal procurement, subject to the approval of the City Attorney as to form and legality, for the distribution of 2016 Caltrans Grant funds, for a term of up to 36 months for an amount not to exceed \$65,000 for the training services described above;
 - e. Receive, deposit into, and disburse from a new Caltrans Grant Fund, the grant funds from the 2016 Caltrans Grant award.
2. Authorize the Controller to:
- a. Establish a new interest-bearing fund entitled "2016 Caltrans Grant Fund" and create a receivable in the Fund in the amount of \$8,913,648 for the Caltrans Grant;
 - b. Expend and receive funds upon presentation of documentation and proper demand by the Mayor's Office of Public Safety to reimburse Subrecipient for approved 2016 Caltrans Grant expenditures.
3. Authorize the Mayor, or his designee, to create new appropriation accounts within the new Caltrans Grant Fund No. XXX for the 2016 Caltrans Grant, as follows:

| Appropriation Account No. | Account Name | Amount |
|----------------------------------|---------------------------|-----------------------|
| 46N146 | Mayor Salaries | \$141,274.08 |
| 46N246 | Salaries Reserve | \$282,548.19 |
| 46N299 | Related Costs | \$154,991.79 |
| 46N304 | Contractual | \$8,289,692.64 |
| 46N601 | Office and Administration | \$45,141,30 |
| | TOTAL: | \$8,913,648.00 |

4. Authorize the Controller, upon submission of proper documentation, to transfer up to \$192,938.01 from Fund XXX, Department 46 as follows:

FROM:

| <u>Fund/Dept</u> | <u>Account No.</u> | <u>Account Name</u> | <u>Amount</u> |
|------------------|--------------------|---------------------|---------------|
| XXX/46 | 46N146 | Mayor Salaries | \$141,274.08 |
| XXX/46 | 46N299 | Related Costs | 51,663.93 |
| | | Total: | \$192,938.01 |

TO:

| <u>Fund/Dept</u> | <u>Account No.</u> | <u>Account Name</u> | <u>Amount</u> |
|------------------|--------------------|-----------------------------|---------------|
| 100/46 | 001020 | Salaries Grant Reimbursed | \$141,274.08 |
| 100/46 | 5346 | Related Costs Reimbursement | 51,663.93 |
| | | Total: | \$192,938.01 |

5. Authorize the Mayor, or designee, to prepare any Controller instructions and/or make technical adjustments that may be required to implement the actions approved by the Mayor and Council on this matter, subject to the approval of the City Administrative Officer and authorize the Controller to implement the instructions.

Sincerely,



ERIC GARCETTI
 Mayor

EG:rdw

Attachments

- 1 DRAFT Caltrans Grant Agreement
- 2 Service Contract Request (Award Notice)

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STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 04/09)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Transportation (Caltrans)

CONTRACTOR'S NAME

City of Los Angeles

2. The term of this Agreement is: **July 1, 2016 through June 30, 2019, or upon DGS and Contractor approval, whichever is later**

3. The maximum amount of this Agreement is: **\$8,913,648.00**
Eight Million Nine Hundred thirteen Thousand Six Hundred Forty Eight Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|---|---------|
| Exhibit A – Scope of Work | 4 Pages |
| Exhibit B – Budget Detail and Payment Provisions | 3 Pages |
| Exhibit C* – General Terms and Conditions (GIA 610) | Online |
| Exhibit D - Special Terms and Conditions | 3 Pages |
| Attachment 1 – Work To Be Performed By Parolees/Probationers Crews | 1 Page |
| Attachment 2 - Budget | 2 Pages |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

**California Department of General
 Services Use Only**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Los Angeles

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

XXX

ADDRESS


XXX

STATE OF CALIFORNIA

AGENCY NAME

California Department of Transportation

[Type text]

| | | |
|--|--------------------------|-------------|
| BY (Authorized Signature) | DATE SIGNED(Do not type) | Exempt per: |
|  PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS Division of Procurement and Contracts 1727 30 th Street, MS 65, Sacramento, CA 95816 | | |

I. SCOPE OF WORK

1. The City of Los Angeles, hereinafter referred to as COLA, will administer a program pursuant to Penal Code sections 1203.1, 4017, 4024.2, and Sections 25359 and 36904 of the Government Code for the placement of Parolees/Probationers to perform certain labor intensive work, as outlined below, for the California Department of Transportation, hereinafter referred to as Caltrans. Through subcontracts with qualified entities (hereinafter referred to as "COLA subcontractors"), COLA will subcontract many of its duties under this Agreement per Penal Code section 2780, including, but not limited to, direct supervision of Parolees/Probationers work crews in the field and transportation of Parolees/Probationers' to the work site; therefore, reference to COLA under this Agreement may include its agents and subcontractors. However, COLA shall be fully responsible for all work performed under this Agreement, including any work performed by its subcontractors and the Parolees/Probationers.

COLA and Caltrans agree to the following provisions:

- A. COLA shall provide Parolees/Probationers work crews to primarily perform litter removal. When no litter is present, Parolees/Probationers can also perform work including but not limited to: weed/brush removal, drain cleaning and services as listed on **Attachment 1**. Caltrans shall ensure that work performed by Parolees/Probationers is not work to be performed by Caltrans employees as specified by any labor Agreement.
- B. Caltrans will reimburse COLA for costs associated with the utilization of its Parolees/Probationers to perform the required work. The work shall be performed on Caltrans Right of Way within a 60-mile radius of the Parolees/Probationers Program staging area.
- C. Caltrans will inform the representative designated by COLA (hereinafter referred to as "COLA representative") as to the specific location of the work to be performed. Caltrans and COLA will agree upon a schedule.
- D. COLA will be solely responsible for supervision, custody, care and control of the Parolees/Probationers crew(s) assigned to work on Caltrans Right of Way. There shall be no commingling of Parolees/Probationers work crews with the public or Caltrans work crews or staff, other than the immediate efforts by Caltrans to ensure that the work is performed according to Caltrans' instructions.
- E. Caltrans will, at its sole expense, instruct the COLA representative of the

EXHIBIT A

parameters for each work assignment and will provide safety instructions, trash bags, litter pickers, hand tools, and work locations.

- F. COLA shall be responsible for Parolees/Probationers pay, workers compensation, custody, care and supervision, except for the aforementioned instructions provided by Caltrans. COLA shall require all its subcontractors to furnish a Certificate of Insurance for Commercial General Liability Insurance, automobile liability insurance, and

Evidence of valid Workers Compensation coverage, in effect for the term of this Agreement, which names Caltrans as an additional insured. In addition, COLA shall require its subcontractors to indemnify, defend, and hold harmless Caltrans to the same extent as they do under their contracts with COLA.

- G. COLA shall provide each of its crews with a passenger van to transport the Parolees/Probationers, a portable toilet, and drinking water to and from the work sites.
- H. COLA van drivers shall possess a valid California driver's license.
- I. Caltrans Maintenance Supervisors will provide Parolees/Probationers crews with safety equipment including, but not limited to, signs, and personal protective equipment (hard hats, safety vests, gloves, eye protection, and rain gear).
- J. Caltrans Maintenance Supervisors will provide safety training to COLA's Van Supervisor and document the training. Caltrans will attend quarterly safety meetings with COLA. Caltrans will provide the necessary safety instructions and explain the work to be performed to COLA's Van Supervisor. Caltrans shall furnish the necessary warning signs and instruct the COLA representative and personnel on site on the placement of signs. Caltrans will provide any required traffic control.
- K. COLA, its subcontractors, and Parolees/Probationers will not operate complex equipment for any work under this Agreement.
- L. COLA will operate vans for the towing of portable toilets.
- M. COLA shall report to the Caltrans Contract Manager any inappropriate behavior on the part of the Parolees/Probationers crews or any personal injury or property damage arising out of work performed under this Agreement. Upon notice by the Caltrans Contract Manager, COLA shall immediately investigate and report back on such incidents to the Caltrans Contract Manager and take appropriate action, including, but not limited to, removal of offending Parolees/Probationers from the job site. At any time, the Caltrans Contract Manager may request removal of any Parolees/Probationers from the job site for inappropriate conduct and COLA subcontractors shall immediately comply with such request.
- N. In the event that a Parolees/Probationers is injured on the job, COLA shall be responsible for ensuring that the injured person receives the appropriate level of

EXHIBIT A

medical care and transportation to a medical facility and shall be responsible for the administration of any claims by said Parolees/Probationers due to injury on the job as well as for treatment of injuries. COLA shall notify the Caltrans Contract Manager within 24 hours or by the following work day of any injuries sustained while working under this Agreement.

- O. COLA reserves the right to refuse to provide services on any work site which may be deemed unsafe.
 - P. COLA will provide six (6) Parolees/Probationers work crews per day. Each Parolees/Probationers work crew shall consist of up to a maximum of eight (8) Parolees/Probationers. Each work crew shall have one COLA-provided Supervisor. The crews are expected to work an eight (8) hour day, five (5) days per week, Monday through Friday, excluding holidays.
(Note: Number of crews will vary by facility. Work hours may vary by location.)
 - Q. COLA must have, and shall require its representative on site to have, a working communication device (e.g. cell phone) on their persons at all times.
 - R. COLA shall provide Parolees/Probationers work crew counts on a daily basis to the Caltrans Contract Manager or designee. COLA shall provide copies of Parolees/Probationers Work Crew Supervisor's Time Card and copies of Parolees/Probationers Work Crew Supervisor's Time Log" on a monthly basis to the Caltrans Contract Manager.
2. The services shall be performed in Caltrans District 7 (LA/Ventura Counties).
 3. This Agreement will commence on **July 1, 2016** or upon approval by Department of General Services (DGS) and COLA, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. COLA shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. The Caltrans Contract Manager shall not issue a Notice to Proceed until COLA has executed a subcontract(s) for Parolees/Probationers supervision and transportation services. This Agreement shall expire on **June 30, 2019**. The parties may amend this Agreement as permitted by law.
 4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

| | |
|---|--|
| Department of Transportation (Caltrans) | Contractor: City of Los Angeles |
| Section/Unit: Maintenance | Section/Unit: Mayor's Office of Re-Entry |
| Contract Manager: Trent Manning | Project Manager: Kimberley Guillemet |
| Address: 1120 N Street, MS 31 | Address: 200 N. Spring Street, Room 303 |
| Sacramento, CA 95814 | Los Angeles, CA 90012 |
| Bus. Phone No.: (916) 651-2010 | Bus. Phone No: 213-473-7079 |

EXHIBIT A

| | |
|---|---------------------------------------|
| Fax No: (916) 653-3291 | Fax No: |
| Email: trent.manning@dot.ca.gov | Email: Kimberley.guillemet@lacity.org |

The project representatives during the term of this Agreement may be changed by advance written notice without the necessity of an amendment to the Agreement.

5. Work Schedule - Caltrans shall notify COLA or its representative of the location and schedule for work assignments. COLA shall deliver the Parolees/Probationers crews to the scheduled locations at the designated time.

II. Budget Detail and Payment Provisions

1. Invoicing

A. For services satisfactorily rendered and approved by the Caltrans Contract Manager and upon receipt and approval of the invoices, Caltrans agrees to compensate COLA for actual allowable costs incurred as specified in **Section 4, Rates**, and **Attachment 2, Budget**, and this **Exhibit B**. Incomplete or disputed invoices shall be returned to COLA, unpaid, for correction.

B. Invoices shall include the Agreement Number and shall be submitted, not more frequently than monthly in arrears, to:

Department of Transportation
Maintenance, MS 31
Trent Manning, Contract Manager
1120 N Street
Sacramento, CA 95811

C. Each invoice shall include:

- 1) Agreement Number
- 2) Dates of Service, and the number of crews
- 3) Location of Service
- 4) Service Month
- 5) Number of Hours by Classifications

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Caltrans shall have no liability to pay any funds whatsoever to COLA or to

EXHIBIT B

furnish any other considerations under this Agreement and COLA shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Caltrans shall have the option to either terminate this Agreement with no liability occurring to Caltrans, or offer an Agreement Amendment to COLA to reflect the reduced amount.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual (SAM) Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the California Government Code.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

4. Rates

- A. Rates may not exceed those shown in **Attachment 2, Budget** and shall be itemized per **Attachment 2, Budget**.
- B. If COLA has not entered into an Agreement with a Federal Agency and therefore is not bound by that Federal Agency's negotiated rates, the basis for determining overhead and indirect costs shall be based upon SAM Section 8752.
- C. Should the actual subcontracted rates exceed those set forth in the original attached **Attachment 2, Budget**, Caltrans may terminate this Agreement per **Exhibit D, Section 1**.

5. Cost Limitation

- A. The total amount of this Agreement shall not exceed **\$8,913,648.00**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay for only those services actually rendered as authorized by the Caltrans Contract Manager or his/her designee up to the amount set forth in **Section 5 (A)** above.

6. Cost Principles

- A. COLA agrees to comply with Federal procedures in accordance with Title 2 Code of Federal Regulations (CFR) Part 225, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR 225).
- B. COLA also agrees to comply with Federal procedures in accordance with Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative

EXHIBIT B

Agreements to State and Local Governments (49 CFR 18).

- C. Any costs for which payment has been made to COLA that are determined by subsequent audit to be unallowable under the 2 CFR 225 or 49 CFR 18 is subject to repayment by COLA to Caltrans.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

III. SPECIAL TERMS AND CONDITIONS

1. Termination

- A. Either Party reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, COLA shall be paid for all allowable costs incurred up to the date of termination.
- B. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its sole discretion, terminate this Agreement with 30 days notice to COLA.

2. Subcontracting

- A. COLA may subcontract these services; however, all subcontracts require advanced written approval by the Caltrans Contract Manager.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute subcontractor.
- D. Subcontractors must comply with State laws and rules for competitive bidding (SCM 3.06). COLA will provide documentation to Caltrans to verify that all subcontractor(s) complied with SCM 3.06.

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, COLA, COLA subcontractors and Caltrans shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Caltrans, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any

books, records, and documents of COLA that are pertinent to the contract for audits,

examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

4. Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Caltrans Contract Officer, who may consider any written or verbal evidence submitted by COLA. The decision of the Contract Officer, issued in writing, shall be Caltrans' final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse COLA from full and timely performance in accordance with the terms of this Agreement.

5. Blood-Borne Pathogens

COLA crews and supervisors shall adhere to CAL-OSHA's regulations and guidelines (Title 8, Section 5193) pertaining to blood-borne pathogens.

6. Tuberculosis (TB) Testing

- A. Prior to the performance of contracted duties, all COLA staff who are assigned to work with Parolees/Probationers on a regular basis shall be required to be examined, tested, or medically evaluated for TB in an infectious or contagious state, and once a year thereafter or more often as directed by the COAL. Regular basis is defined as having contact with Parolees/Probationers in confined quarters more than once a week.
- B. COLA shall provide to COLA subcontractors, at no cost to Caltrans, a Employee Initial/Annual Tuberculosis (TB) Skin Test, and a TB Infectious Free Staff Certification, prior to assuming any contract duties, and annually thereafter, as evidence that the staff have been examined and found free of TB in an infectious stage. The CDC 7336 and the CDC 7354 will be provided by the institution upon request.

7. Indemnification and Hold Harmless Requirement

Pursuant to Government Code Section 895.4, **COLA** shall fully defend, indemnify and hold harmless **CALTRANS**, its agents, officers and employees, from any and all claims, suits or actions of every name, kind and description including liability for injury to or death of any person or damage to or loss of any property caused by the sole negligent or wrongful act or omission occurring in the performance of this Agreement, by **COLA**, and **CALTRANS** shall fully defend, indemnify and hold

harmless **COLA**, it's agents, officers and employees, from any and all claims, suits or actions of every name, kind and description including liability for injury to or death of any person or damage to or loss of any property caused by the sole negligent or wrongful act or omission occurring in the performance of this Agreement by **CALTRANS**, it's agents, officers and employees.

SERVICE CONTRACT REQUEST

ADM-0360 (REV 5/2014)

**DIVISION OF PROCUREMENT AND CONTRACTS
USE ONLY**

Electronic Submittal:

Submit non-A & E Service Contracts and Amendments to Contract.Submittal@dot.ca.gov.
Submit A & E Service contracts and Amendments to AE.Contract.Submittal@dot.ca.gov.

REQUESTER

| | | | |
|---|---------------|-------------------|--|
| Contract Request # | | District/Division | |
| 56A**** | | 56/Maintenance | |
| Mail Station | Office/Branch | | |
| 31 | Roadside | | |
| Contract Manager (Print) | | Phone | |
| Trent Manning | | (916)651-2010 | |
| Contract Manager (Signature) | | Fax | |
| | | (916)653-3291 | |
| Business Address (Address, City, State, Zip Code) | | | |

ASSESSMENT REVIEW

| | | | |
|---------------------|----------------|-----------------|---------------|
| Logged In By | Logged In Date | Team | Accepted By |
| | | | |
| Reason Not Accepted | | | |
| Assigned To | | DPAC Contract # | Category Code |
| | | | |

CONTRACT SUMMARY

AGREEMENT OUTLINE

Identify specific problem, administrative requirement, program need, or other circumstances making contract necessary. In addition, cite specific statutory authority justifying contracting out. (See instructions for assistance)

The City of Los Angeles will administer a program for the placement of Parolee's/Probationers to perform certain labor intensive work for Caltrans. Work shall be performed at various locations within the State Right of Way, and other properties under the jurisdiction of the State of California. City of Los Angeles Parolee's/Probationers will provide support to Caltrans in an effort to keep the State Right of Way free from litter.

Justification:

GC 19130(b)(8)
GC 11256 Interagency Agreement

DESIRED TERM OF CONTRACT

| | | |
|------------|------------|---------------------------------------|
| Start Date | End Date | Number of Working Days (Minor B Only) |
| 07/01/2016 | 06/30/2019 | |

NEW, RENEWAL, OR AMENDMENT (CHECK ONE ONLY)

New Service
 Renewal - Prior Contract # _____
 Amendment - Original Contract # _____

DESIRED SOCIOECONOMIC PARTICIPATION

No Goals
 State or State/Local Funds DVBE Goals _____ %
 Fed or Fed/State Funds DBE Goals _____ %
 Small Business/DVBE Solicitation Invitation For Price Quote Process

COMPLETE YOUR ADM 0360 PACKAGE BY ATTACHING:
(See instructions for assistance)

Required: Copy of signed Contract Manager Training certificate

| | |
|---|--|
| <input checked="" type="checkbox"/> Scope of Work | <input type="checkbox"/> Confidentiality of Information (ADM-3038) |
| <input type="checkbox"/> Bid Sheet | <input type="checkbox"/> Selection Committee Members |
| <input type="checkbox"/> Prior Contract | <input type="checkbox"/> Selection Committee Nomination Memo |
| <input type="checkbox"/> Original Contract | <input type="checkbox"/> Director's Estimate |
| <input type="checkbox"/> Minor B Contract Documents | <input type="checkbox"/> IT Required Documents |
| <input type="checkbox"/> Non-Competitively Bid (ADM-3007) | <input type="checkbox"/> Approved No Goals Justification |
| <input type="checkbox"/> Prevailing Wages Determination | <input type="checkbox"/> Emergency Contract Documents |
| <input type="checkbox"/> Conflict of Interest (ADM-3043) | <input type="checkbox"/> Evaluation Criteria |

FUNDING (Post Funding For This Contract Request Only)

| Unit | Project ID | Phase | Reporting Code | Object | Sub Object | Activity | Sub Activity | Amount | Fiscal Year |
|--------------|------------|-------|----------------|--------|------------|----------|--------------|------------------|-------------|
| 4123 | 0000000077 | N | | 032 | | | | 2,780,976 | 16/17 |
| 4123 | 0000000077 | N | | 032 | | | | 2,987,712 | 17/18 |
| 4123 | 0000000077 | N | | 032 | | | | 3,144,960 | 18/19 |
| TOTAL | | | | | | | | 8,913,648 | |

| Agency Billing Code | Fund Title | Budget Item | Fund Chapter | Statute | Cap Outlay Funds | Fund Source Percentages | | | | |
|---------------------|------------|---------------|--------------|---------|--|-------------------------|---------|---------|---------|---|
| 60049 | SHA | 2660-001-0042 | 10 | 15 | YES <input type="checkbox"/> NO <input type="checkbox"/> | Fed | % State | % Local | % Other | % |

APPROVALS

| | | | | |
|---|-------------------------|---------------|-----------------------|-----------------|
| BUDGET REPRESENTATIVE CERTIFIES ACCURACY & AVAILABILITY FUNDING | Print Onjee Gonzales | Signature | Phone 916-653-4532 | Date 4/26/16 |
| APPROVING MANAGER CERTIFIES CONTRACT JUSTIFICATION & COMPLETE ADM0360 PACKAGE | Print David Heikens | Signature | Phone 916-657-4094 | Date 4/26/16 |
| DISTRICT DIRECTOR / DIVISION CHIEF CERTIFIES EMERGENCY CONTRACT JUSTIFICATION | Print TONY TAVARES | Signature | | Date 4/26/16 |