



## County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** September 12, 2019  
**TIME:** 1:00 p.m. – 2:30 p.m.  
**LOCATION:** Kenneth Hahn Hall of Administration, Room 830

### **AGENDA**

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.  
Two (2) minutes are allowed for each item.

1. **Call to order – Mark Baucum/Gevork Simdjian**
2. **Public Comment**  
(2 minutes each speaker)
3. **INFORMATIONAL ITEM(S):**  
(5 minutes)
  - A) Board Letter:  
COUNTYWIDE CLASSIFICATION ACTIONS  
CEO/CLASSIFICATION – Irish Wong, CEO Principal Analyst
  - B) Board Letter:  
AGREEMENT WITH KOFILTE TECHNOLOGIES, INC. TO CONVERT  
MICROFILM AND PAPER DOCUMENTS TO DIGITAL IMAGES  
BOS/EO – Hanna Cheru, Administrative Deputy
  - C) Board Letter:  
ACCEPT A ONE-TIME GRANT AWARD FROM THE CDF & A FOR THE  
HEALTHY STORES REFRIGERATION GRANT PROGRAM AND  
APPROVE AN APPROPRIATION ADJUSTMENT  
ISD – Minh Le, Administrative Manager and Lujana Medina, Section Manager
  - D) Board Letter:  
APPROVAL TO AWARD AND EXECUTE A CONTRACT WITH LITTLE  
JOHN COMMUNICATIONS, INC. FOR PAY PHONE SERVICES  
ISD – Christie Carr, Contracts Division Manager
  - E) Board Letter:  
APPROVAL OF THE PROPOSED NEW EIGHT-YEAR LEASE OF  
OFFICE SPACE FOR DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CEO/RE – Michael Navarro, Chief Program Specialist

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- F) Board Letter:  
APPROVAL OF IT FUND FOR A PC REFRESH PROGRAM TO  
UPDATE DEPARTMENTAL PERSONAL COMPUTERS  
ISD – James Hall, Senior Information Technology Consultant
- G) Board Letter:  
APPROVE REVISED SCOPE AND BUDGET, APPROPRIATION  
ADJUSTMENT AND PROFESSIONAL SERVICES AGREEMENT FOR  
THE HALL OF RECORDS 7<sup>TH</sup> FLOOR RENOVATION PROJECT  
CEO/AM – Amir Alam, CEO Manager  
DPW – Logan Frame, Senior Capital Projects Manager

4.

**PRESENTATION/DISCUSSION ITEMS:**

- A) BOARD POLICY – MEDICAL EQUIPMENT SERVICE AGREEMENT  
PILOT PROJECT  
BOS – Kieu-Anh King, Budget Deputy  
ISD – Gerald Plummer, Administrative Manager  
CoCo – Elizabeth Friedman, Senior Deputy County Counsel  
DHS – Jason Ginsberg, Contract Programs and Special Services

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

(5 minutes)

- A. Board Letter:  
TRANSIT SERVICES SMARTPHONE APPLICATION  
DPW – John Huang, Transit Manager

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	9/12/2019	
<b>BOARD MEETING</b>	10/1/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	ALL DISTRICTS	
<b>DEPARTMENT</b>	CHIEF EXECUTIVE OFFICE	
<b>SUBJECT</b>	COUNTYWIDE CLASSIFICATION ACTIONS	
<b>PROGRAM</b>		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: below info from BL \$ 212,000 (ALL FUNDS) \$ 194,000 NCC	Funding source:
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	IMPLEMENT CLASSIFICATION AND COMPENSATION RECOMMENDATIONS	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>One (1) new unclassified classification in the Chief Executive Office:</p> <ul style="list-style-type: none"> <li>Executive Director, Center for Strategic Partnerships (UC) (0865)</li> </ul> <p>Three (3) new classifications in the Department of Public Works:</p> <ul style="list-style-type: none"> <li>Member, Safe, Clean Water Program Watershed Area Steering Committee (9447)</li> <li>Member, Safe, Clean Water Program, Regional Oversight Committee (9480)</li> <li>Member, Safe, Clean Water Program, Scoring Committee (9481)</li> </ul> <p>Delete (1) unclassified classification in the Department of Board of Supervisors:</p> <ul style="list-style-type: none"> <li>Executive Director, Arts Commission (UC) (8808)</li> </ul> <p>Delete two (2) represented classifications:</p> <ul style="list-style-type: none"> <li>Electronics Audio Technician Supervisor (6538)</li> <li>Steam Fitter Supervisor (7757)</li> </ul> <p>Amend Chapter 6.109 (Department of Public Works) to establish compensation for the Safe, Clean Water Program Committees</p> <p>Reclassify 21 positions in 11 departments</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <ul style="list-style-type: none"> <li>Irish Wong, Principal Analyst, CEO (213) 893-7818, iwong@ceo.lacounty.gov</li> </ul>	



## **CEO October 1, 2019 General Reclass Board Letter Summary**

### CEO Classification Contact Information:

Irish Wong, CEO Classification Analyst (213) 893-7818, [iwong@ceo.lacounty.gov](mailto:iwong@ceo.lacounty.gov)

This Board Letter includes:

1. One (1) new unclassified classification in the Chief Executive Office:
  - a. Executive Director, Center for Strategic Partnerships (UC) (0865)
2. Three (3) new classifications in the Department of Public Works:
  - a. Member, Safe, Clean Water Program Watershed Area Steering Committee (9447)
  - b. Member, Safe, Clean Water Program, Regional Oversight Committee (9480)
  - c. Member, Safe, Clean Water Program, Scoring Committee (9481)
3. Delete (1) unclassified classification in the Department of Board of Supervisors:
  - a. Executive Director, Arts Commission (UC) (8808)
4. Delete two (2) represented classifications:
  - a. Electronics Audio Technician Supervisor (6538)
  - b. Steam Fitter Supervisor (7757)
5. Amend Chapter 6.109 (Department of Public Works) to establish compensation for the Safe, Clean Water Program Committees
6. Reclassify 21 positions in 11 departments





SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

October 1, 2019

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

Dear Supervisors:

### **COUNTYWIDE CLASSIFICATION ACTIONS (ALL DISTRICTS - 3 VOTES)**

#### **SUBJECT**

This letter and accompanying ordinance will update the tables of classes of positions and the departmental staffing provisions by adding one (1) new unclassified classification; by adding three (3) new classifications; by deleting one (1) unclassified classification and two (2) represented classifications; by amending Chapter 6.109 (Department of Public Works) to establish compensation for the Safe, Clean Water Program Committees; by reclassifying positions in various County departments.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add one (1) new unclassified classification in the Department of the Chief Executive Officer; to add three (3) new classifications in the Department of Public Works; to delete one (1) unclassified classification in the Department of the Board of Supervisors; and to reclassify 21 positions in the Departments of Board of Supervisors, Chief Executive Officer, Children and Family Services, District Attorney, Health Services, Internal Services, Medical Examiner-Coroner, Parks and Recreation, Public Defender, Public Works, and Sheriff.
2. Approve the accompanying ordinance to add Section 6.109.115 - Safe, Clean Water Program Committees - Compensation to Chapter 6.109.

3. Approve in the Classification Plan the deletion of two (2) vacant represented classifications. This action has been approved by the Employee Relations Commission (ERCOM).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Board of Supervisors (Board) has requested submission of classification letters on a periodic basis throughout the year to facilitate consideration of classification and compensation recommended actions in a timely manner. Approval of these recommendations will provide the ordinance authority for County departments to implement the classification and compensation recommendations in this letter.

These recommendations will ensure the proper classification and compensation of positions based upon the duties and responsibilities assigned to these jobs as performed by the incumbents (Attachments A and B). This is a primary goal of the County's classification and compensation system. Positions reclassified upward, downward, and lateral are consistent with the class concepts of the proposed classifications.

These actions are recommended based upon generally accepted principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs, and in maintaining consistency in personnel practices throughout the County. The proper classification and compensation of positions facilitates good business operations, and can reduce the number of costly personnel-related problems.

### **New Unclassified Classification**

We are recommending the Executive Director, Center for Strategic Partnerships (UC) (Item No. 0865) be established to oversee the newly formed Center for Strategic Partnerships Division within the Chief Executive Office (Attachment A). It will be responsible for administering and facilitating the development, implementation and maintenance of joint initiatives between the County and the private sector to support and enhance the outcomes of Board-directed priorities.

### New Classifications and Amendment of Corresponding Chapter 6.109

We are recommending three (3) new classifications subject to special pay provisions (Section 6.28.060) be established to implement the Los Angeles County Flood Control District Code Chapter 18, Safe, Clean Water Program Implementation Ordinance (Attachment A). The addition of Member, Safe, Clean Water Program, Watershed Area Steering Committee (Item No. 9447), Member, Safe, Clean Water Program, Regional Oversight Committee (Item No. 9480), and Member, Safe, Clean Water Program, Scoring Committee (Item No. 9481) will facilitate payroll system changes necessary to implement the compensation for committee members at \$100 per meeting attended.

### Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of one (1) unclassified classification and two (2) vacant represented classifications from the Classification Plan (Attachment A). The represented classifications have been approved for deletion by ERCOM and the affected departments have been informed and concur with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

### Reclassifications

There are 21 positions in 11 departments being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. The positions would be more appropriately classified in the recommended classes.

### Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### **FISCAL IMPACT/FINANCING**

The projected budgeted annual cost resulting from the reclassifications recommended is estimated to total \$212,000 (all funds). Net County cost is estimated to be \$194,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County Charter authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these classification recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

SAH:FAD:MM:MTK  
PAC:IW:KP:mmg

**Attachments**

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Human Resources  
Affected Departments

**ATTACHMENT A****UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR  
ADDITION TO THE CLASSIFICATION PLAN**

<b>Proposed Savings/ Cafeteria Benefit Plan</b>	<b>Item No.</b>	<b>Title</b>	<b>Recommended Salary Schedule and Level</b>	
Savings/ Megaflex	0865	Executive Director, Center for Strategic Partnerships (UC)	N23	R15

**CLASSIFICATIONS SUBJECT TO SPECIAL PAY PROVISIONS  
RECOMMENDED FOR ADDITION**

<b>Item No.</b>	<b>Title</b>
9447	Member, Safe, Clean Water Program, Watershed Area Steering Committee
9480	Member, Safe, Clean Water Program, Regional Oversight Committee
9481	Member, Safe, Clean Water Program, Scoring Committee

**UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR  
DELETION FROM THE CLASSIFICATION PLAN**

<b>Item No</b>	<b>Title</b>
8808	Executive Director, Arts Commission (UC)

**REPRESENTED CLASSIFICATIONS RECOMMENDED FOR  
DELETION FROM THE CLASSIFICATION PLAN**

<b>Item No</b>	<b>Title</b>
6538	Electronics Audio Technician Supervisor
7757	Steam Fitter Supervisor

**ATTACHMENT B****BOARD OF SUPERVISORS**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Head, Staff Services Item No. 0934A NM 97J Non-Represented	1	Administrative Services Manager I Item No. 1002A NM 100H Non-Represented
1	Management Analyst Item No. 1848A NM 93J Non-Represented	1	Administrative Services Manager I Item No. 1002A NM 100H Non-Represented

The subject Head, Staff Services position supervises staff assigned to the Budget Unit within the Fiscal Services Division where it is primarily responsible for the preparation and oversight of the Departmental budget; including the five Board Offices, Executive Office, and various Commissions. The subject position also functions as the Department's fiscal policy advisor and applies comprehensive knowledge of County policy, as well as federal and State mandates. Based on the duties and oversight of the subject position, the level of responsibility is more consistent with the classification standards of the Administrative Services Manager I classification. Positions allocable to this class supervise a small administrative staff responsible for assisting in the preparation of the Departmental budget and handle work assignments that include complex, controversial, and/or sensitive problems that directly impact departmental programs and administrative operations. Therefore, we recommend upward reclassification to Administrative Services Manager I.

The subject Management Analyst position reports to an Administrative Services Manager II and is located in the Human Resources Division. The subject position is responsible for various classification, performance management, employee relations, and human resources policy maintenance functions. Duties include conducting complex classification and organization studies; collecting, analyzing, and evaluating data; consulting with internal and external agencies to benchmark departmental positions; analyzing data and making recommendations to management for appropriate classification actions; conducting budget allocation studies; making recommendations to management for appropriate position allocations; and representing management in meetings with representatives of certified employee organizations. Based on the duties and scope of responsibilities of the subject position, the work performed is more consistent with the classification of Administrative Services Manager I. Positions allocable to this class independently perform a full range of complex analytical assignments and make recommendations on complex issues that directly impact departmental programs and operations. Therefore, we recommend upward reclassification to Administrative Services Manager I.

**ATTACHMENT B****CHIEF EXECUTIVE OFFICE (CEO)**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Analyst, CEO Item No. 0827A N35M 99J Non-Represented	1	Chief Program Specialist, CEO Item No. 0819A NM 114J Non-Represented
1	Manager, CEO Item No. 0845A N23 S15 Non-Represented	1	Executive Director, Center for Strategic Partnerships (UC) Item No. 0865A N23 R15 Non-Represented
1	Senior Secretary I Item No. 2100A NM 83D Non-Represented	1	Senior Secretary III Item No. 2102A NM 87D Non-Represented

The subject Manager, CEO position reports to the Assistant Chief Executive Officer in the Strategic Integration Branch. The Executive Director, Center for Strategic Partnerships (UC) will manage the Center for Strategic Partnerships Division where it will be responsible for administering and facilitating the development, implementation and maintenance of joint initiatives between the County as well as the private sector to support and enhance the outcomes of Board-directed priorities. Duties include providing oversight and coordination of collaborative efforts between County departments and private sector entities to realize agreements in support of the County's communities; developing and fostering collaborative relationships with the Board, and national and local private sector entities; and providing technical advice and guidance to departments exploring means to fund initiatives that will not be funded through the budget process. The duties and responsibilities are more consistent with the class concept of the newly created Executive Director, Center for Strategic Partnerships (UC). Therefore, we recommend lateral reclassification to Executive Director, Center for Strategic Partnerships (UC).

The subject Analyst, CEO position is assigned to the Office of Homelessness within the Strategic Integration Branch. The subject position is responsible for supervising a team of administrative staff responsible for contract administration and monitoring; overseeing the Measure H funding recommendations process; oversight of the Los Angeles Homeless Services Authority administration of Measure H funding; and overseeing the development and revision of Measure H fiscal policies and procedures in consultation with the Auditor-Controller. Based on the duties and responsibilities of the subject position, the work performed is consistent with the classification of Chief Program Specialist, CEO. Positions allocable to this class have responsibility for administering

## ATTACHMENT B

### **CHIEF EXECUTIVE OFFICE (Continued)**

major specialized countywide programs and may supervise a team of analysts and staff. Therefore, we recommend upward reclassification to Chief Program Specialist, CEO.

The subject Senior Secretary I position is assigned to Asset Management Administration. The duties and responsibilities of the subject position include providing direct secretarial support to the Manager, CEO over the Master Planning Division, and assisting with general secretarial support to the Branch. Based on the duties and scope of responsibilities, the work performed is consistent with the classification of Senior Secretary III. All classes in the secretarial group are allocated primarily to the level of supervisor served. Senior Secretary III positions act as secretary to the head of a major division in a complex County department. The subject position supports the manager for the Asset Management Administration Division within the Chief Executive Office. Therefore, we recommend upward reclassification to Senior Secretary III.

### **CHILDREN AND FAMILY SERVICES**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Personnel Officer III Item No. 1854A N23 S10 Non-Represented	1	Administrative Services Manager III Item No. 1004A NM 113G Non-Represented

The subject Personnel Officer III position, an obsolete classification, reports directly to a Departmental Human Resources Manager III, and is located in the Bureau of Finance and Administration, Human Resources Administrative Division. The subject position develops work plans; internal controls; and assures implementation and monitoring of goals, objectives, and daily operations. In addition, the subject position provides consultative services to management regarding classification, compensation, operations, recruitment and examinations issues. Lastly, the subject position represents the Department on examination appeals, grievance hearings, classification studies, and other highly-sensitive matters.

The duties and responsibilities of the subject position meet the classification criteria for the Administrative Services Manager III, a class that directs through subordinate supervisors, a section comprised of multiple units responsible for providing administrative services in such areas as human resources, or other closely-related areas. Therefore, we recommend upward reclassification to Administrative Services Manager III.



**ATTACHMENT B****DISTRICT ATTORNEY**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Community Information Officer Item No. 1612A NM 112E Non-Represented	1	District Attorney's Chief Field Deputy (UC) Item No. 9955A N23 R12 Non-Represented
1	Head Deputy District Attorney, Employee Relations (UC) Item No. 9278A N23 R17 Non-Represented	1	Head Deputy District Attorney, Employee Relations Item No. 9279A N23 S17 Non-Represented

The subject Community Information Officer position is responsible for managing the District Attorney's (DA) Media Relations Division and reports to the Special Assistant, DA (UC). The subject position supervises nine (9) subordinates staff including DA Field Deputies with responsibility for producing and distributing news releases and media advisories; responding to media inquiries from local, national and international media outlets; processing Public Records Act requests; managing and creating content for the Department's social media accounts; assisting with the planning and implementation of public events such as Courageous Citizen Award ceremonies; and developing target crime prevention materials. In addition, the subject position is responsible for advising the DA and her Executive Management Team on a variety of high-level media issues; serving as the DA's designated spokesperson on sensitive matters; and establishing and maintaining diplomatic relations with the news media, representatives of other county Departments and government agencies, and the public to promote and maintain a positive image of the DA's office. The duties and responsibilities meet the classification standards for DA Chief Field Deputy (UC). This class is characterized by its direct responsibility for the performance of subordinate field deputies in the preparation and dissemination of written public affairs materials, the coordination of operations with a variety of other offices and community groups, and compliance with policies and objectives of the DA's Office. Therefore, we recommend upward reclassification to District Attorney's Chief Field Deputy (UC).

The subject Head Deputy District Attorney, Employee Relations (UC) position is responsible for managing the District Attorney's Employee Relations Division. The subject position was initially designated as an unclassified item because it reported directly to the Chief Deputy District Attorney (UC). As a result of a reorganization, the subject position now reports to a Bureau Chief, District Attorney (UC). Based on the new reporting relationship and to comply with Charter provisions, we are recommending lateral reclassification of the subject position to the classified Head Deputy District Attorney, Employee Relations classification.

**ATTACHMENT B****HEALTH SERVICES – HARBOR CARE SOUTH**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Chief Physician I Item No. 5457A-71 N42 E29 Non-Represented	1	Chief Physician II Item No. 5458A-71 N42 E30 Non-Represented

The subject Chief Physician I position reports to Harbor-UCLA Medical Center's (HUMC) Chief Medical Officer and has responsibility for directing and overseeing all programs, clinical procedures, and medical activities of the Department of Obstetrics and Gynecology, including the Women's Health Clinic, the Comprehensive Perinatal Services Program, and the Strong Start Program. To offer comprehensive care, the subject position directs operations through section heads and oversees a variety of clinical, nursing, and technical positions, including physicians, nurse practitioners, registered nurses, nurse midwives, nursing technical staff, medical residents, clinical social workers, nutritionists, health educators, genetic counselors, and community health workers.

The duties and responsibilities of the subject position meet allocation standards for Chief Physician II, as the position directs the programs and activities of a large and complex medical division at HUMC. A Chief Physician II is distinguished by directing a large and complex medical division of a hospital, acting as first assistant in a very large medical division, or acting as the assistant to the Medical Director of a large County hospital. Therefore, we recommend upward reclassification to Chief Physician II.

**ATTACHMENT B****HEALTH SERVICES – LAC+USC MEDICAL CENTER**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Custodian Supervisor Item No. 6778A NM 73K Represented	1	Senior Custodian Supervisor Item No. 6780A NM 77F Represented
1	Custodian Working Supervisor Item No. 6776A NM 69F Represented	1	Senior Custodian Supervisor Item No. 6780A NM 77F Represented
1	Heat & Frost Insulator Item No. 7739A Flat Monthly Rate Represented	1	Manager, Area Custodial Operations Item No. 6805A NM 88L Non-Represented
1	Helper, Carpentry Item No. 6346A 75B Represented	1	Manager, Area Custodial Operations Item No. 6805A NM 88L Non-Represented

The four (4) subject positions listed in the above table were reviewed in conjunction with a departmental reorganization to move custodial operations towards its purpose and goal of offering a safe environment to patients and staff. The subject positions are located within the Department of Health Services' Environmental Services (EVS) Section, which is part of the Facilities Management Division at LAC+USC Medical Center. The EVS Section operates with 315 ordinance positions and offers custodial services and infection control efforts throughout the 92-acre medical campus on a 24/7 basis, through three (3) shifts. The reorganization focused on strengthening the roles and responsibilities of supervisory custodial personnel in the evening and night shifts to ensure adequate management controls and daily work activities on each shift.

The subject Custodian Supervisor and Custodian Working Supervisor positions will report to a Manager, Area Custodial Operations on the evening or night shift and will supervise janitorial crews through two (2) or more Custodian Supervisor positions. These positions offer technical and administrative oversight to custodian crews, ensure cleaning coverage in assigned location, conduct inspections of patient and ancillary areas to ensure proper levels of sanitation are being met, and investigate and resolve service complaints. The duties and responsibilities of the subject positions are more comparable to the scope and level of Senior Custodian Supervisor, a classification responsible for the administrative

**HEALTH SERVICES – LAC+USC MEDICAL CENTER (Continued)**

and technical supervision of janitorial crews, which maintain County offices, hospitals, health and correctional facilities, institutions, and buildings in a clean, sanitary, and orderly condition. Therefore, we recommend upward reclassification of the Custodian Supervisor and the Custodian Working Supervisor positions to Senior Custodian Supervisor.

The subject Heat & Frost Insulator and Helper, Carpentry positions will report to a Manager II, Facilities Operations and Crafts and will be assigned to the evening or night shift with responsibility for directing operations staff through subordinate supervisors. Each position will oversee the cleanliness, appearance, and working environment of buildings and facilities, address infection control issues, operate within authorized budget and evaluate fiscal needs, manage and promote essential quality standards to meet goals and regulatory requirements, coach and mentor staff, and meet with co-managers, facility managers, and regulatory agencies to address custodial processes in health care settings. The duties and responsibilities of these positions meet allocation standards for Manager, Area Custodial Operations, a classification that plans and directs, through subordinate supervisors, the activities of a major section of a facility or management or environmental services division engaged in the custodial maintenance of County facilities. Based on the identified need for positions to perform these oversight duties, and on the size of LAC+USC Medical Center's 24/7 custodial operation and distribution of labor on three (3) shifts, we recommend downward reclassification of the Heat & Frost Insulator position and upward reclassification of the Helper, Carpentry position to Manager, Area Custodial Operations, respectively.

**ATTACHMENT B****INTERNAL SERVICES DEPARTMENT**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Information Systems Support Analyst II Item No. 2535A N2M 99L Non-Represented	1	Communications Design Technician Item No. 3719A 87F Represented

The subject Information Systems Support Analyst II position is located in the Telecommunications Project Management Section of the Telecommunications Services Management Division and is responsible for supporting the section's telecommunications engineers with their preparation of telecommunications documentation, plans and schematics. Duties include designing detailed floor plans using the AutoCAD program, which includes voice data and electrical outlets, card readers, intrusion alarms, security cameras, and main communication rooms; preparing project closure documentation which includes closure memos, work orders executed contracts, warranty checklists, contract service requests, and invoices; and preparing detailed lists of all material, equipment and services required for projects, and records financial data on Excel spreadsheet to validate project budgets prior to final approval by project engineers.

Based on the duties and responsibilities of the subject position, the work performed is more consistent with the classification of Communications Design Technician. Positions allocable to this class support and assist Telecommunications Systems Engineers and review telecommunication plans and gathers required documents to facilitate telecommunications projects. These positions assist in telecommunications system engineering work related to the design, location, installation and maintenance of telecommunications systems by using AutoCAD programming. Therefore, we recommend downward reclassification to Communications Design Technician.

## ATTACHMENT B

### MEDICAL EXAMINER-CORONER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Forensic Attendant Item No. 4884A NM 78K Represented	1	Senior Forensic Attendant Item No. 4880A NM 82B Represented

The subject Forensic Attendant position is assigned to the Special Operations Response Team (SORT) and is responsible for coordinating the most complex decedent recoveries by assisting in coordinating, responding to, and leading SORT recoveries; managing the inventory of specialized SORT equipment, including maintaining gear and equipment, recommending repair and purchase of new gear and equipment, and tracking the inventory; and coordinating all SORT staff training. Duties include ensuring all equipment and vehicles are maintained properly and staff is trained in techniques required for such recoveries (i.e., rappelling, hazardous materials). Coordinating SORT cases requires independent judgment and a broad knowledge of departmental operational policies, equipment specifications, recovery methods, and the ability to provide technical and functional guidance to staff in the most complex decedent recoveries.

The level of work performed is more consistent with the scope and level of the Senior Forensic Attendant, a classification that provides technical and functional guidance in the recovery, transportation, processing, and release of decedent bodies. The class is distinguished from the Forensic Attendant in that incumbents serve as team leaders with responsibility for assigning, coordinating, and reviewing work; ensuring proper work methods are followed; providing technical assistance and training staff in the operation of equipment and technical procedures; maintaining Departmental vehicle records and monitoring usage to ensure compliance; and preparing requisitions for supplies and materials. Therefore, we recommend upward reclassification to Senior Forensic Attendant.

**PARKS AND RECREATION**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Administrative Assistant III Item No. 0889A NM 93D Represented	1	Administrative Services Manager I Item No. 1002A NM 100H Non-Represented
1	Recreation Services Manager Item No. 8800A NM 89F Represented	1	Assistant Regional Recreation Director Item No. 8851A NM 94D Non-Represented

The subject Administrative Assistant III position reports to an Administrative Services Manager II and has full responsibility for the Department's Job Order Contract (JOC) program and managing the budget/fiscal activities of six (6) Special Funds with duties that include administration of the JOC program. Duties include preparing Board letters; draft contracts, expenditure reports, and compliance reports; processing JOC work orders, including confirmation of funding, and Request for Proposals; collecting closeout documentation; conducting financial forecasting; preparing funding analysis; and monitoring and tracking revenues and expenditures. The duties and scope of responsibilities meet the classification standards for Administrative Services Manager I, a class that independently performs a full range of difficult to complex analytical assignments and make recommendations on complex issues that directly impact departmental programs and administrative operations. Therefore, we recommend upward reclassification to Administrative Services Manager I.

The subject Recreation Services Manager position reports to a Regional Recreation Director with duties and responsibilities that include supervision of staff responsible for recreation activities within the new Heights District; planning and administering community recreation programs and services; and preparing, overseeing, and reviewing recreational budget estimates, justification, purchase claims, budget reports, and informal audits. The subject position is being reclassified as a result of a realignment of the Department's park districts that redistributes several parks based on geography, workload, and oversight equity. The duties and supervisory responsibilities are consistent with the classification standards of Assistant Regional Recreation Director, a class that is responsible for supervising recreation functions in a district of a recreational services agency. Therefore, we recommend upward reclassification to Assistant Regional Recreation Director.

**PUBLIC DEFENDER**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Administrative Deputy, Public Defender Item No. 1011A N23 S13 Non-Represented	1	Administrative Deputy II (UC) Item No. 1045A N23 R13 Non-Represented

The Administrative Deputy, Public Defender position reports to the Chief Deputy Public Defender (UC) and directs the Department's administrative services including finance, human resources, facilities, procurement, warehouse, and contracts. This position is currently classified. To comply with Measure A, which requires that positions of chief deputies and of assistants or deputies next in line of authority to chief deputies be placed in the unclassified service, we recommend lateral reclassification of the subject position to Administrative Deputy II (UC). Positions allocable to this class typically work under the general direction of a chief deputy director or department director and are responsible for functioning as the highest-level executive manager over administrative support operations and services for a medium size County department with extensive, diverse, and complex administrative operations and services. Therefore, we recommend lateral reclassification to Administrative Deputy II (UC).



**ATTACHMENT B****PUBLIC WORKS**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Supervising Clerk Item No. 1174A NMV 74E Represented	2	Senior Typist-Clerk Item No. 2216A NMV 75D Represented
1	Supervising Typist-Clerk Item No. 2219A NMV 75D Represented		

The above referenced subject positions are located in the Waterworks Division, North County Water Resources Management and Business Operations Unit. The subject positions provide responsive and professional customer service while ensuring fair and accurate billing to customers of the Los Angeles County Waterworks Districts (LACWD), which supplies water and related services to approximately 240,000 customers. The duties performed are highly-specialized and require a strong understanding of the rules and regulations governing the LACWD and the Marina Del Rey Water System, and knowledge of customer service best practices. The duties and responsibilities meet the allocation criteria for Senior Typist-Clerk, a class that performs skilled typing work and highly-specialized clerical duties requiring a highly-specialized knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction. Therefore, we recommend upward reclassification of the Supervising Clerk and lateral reclassification of the Supervising Typist-Clerk to Senior Typist-Clerk, respectively.

**SHERIFF DEPARTMENT – CUSTODY**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Operations Assistant I, Sheriff Item No. 1228A NM 81C Represented	1	Administrative Services Manager I Item No. 1002A NM 100H Non-Represented

The subject Operations Assistant I, Sheriff position will be responsible for managing and monitoring budget expenditures and revenues for the Custody Services Division. This division is responsible for the care, custody, security, and rehabilitation of all sentenced and pretrial inmates housed within the department's jail facilities. The increased operating budget related to custody programs necessitated additional monitoring of funds and expenditures to ensure compliance with each program's guidelines.

The scope of responsibilities assigned to the subject position meets the classification definition for Administrative Services Manager I, a class that is responsible for independently performing a full range of complex analytical assignments and making recommendations on complex issues that directly impact departmental programs and operations, and that may be of a confidential or sensitive nature. Therefore, we recommend upward reclassification to Administrative Services Manager I.

## ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Adding and establishing the salary for one unclassified classification;
- Deleting one unclassified classification;
- Amending Section 6.28.060 (Table of positions without compensation and positions paid in accordance with special provisions in Chapter 6.02 - 6.24 and Division 3) to add and establish three employee classifications with special pay provisions;
  - Amending Chapter 6.109 (Department of Public Works) to add Section 6.109.115 (Safe, Clean Water Program Committees - Compensation); and
  - Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Board of Supervisors, Chief Executive Officer, Children and Family Services, District Attorney, Health Services, Internal Services, Medical Examiner-Coroner, Parks and Recreation, Public Defender, Public Works, and Sheriff.

MARY C. WICKHAM  
County Counsel

By:  
RICHARD D. BLOOM  
Principal Deputy County Counsel  
Labor & Employment Division

RDB:bd

Requested: 08/21/2019  
Revised: 08/21/2019

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salary for one unclassified classification; delete one unclassified classification; add and establish three employee classifications with special pay provisions; amend Chapter 6.109 to establish compensation for certain committee members; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>0865</u>	<u>EX DIR,CTR FOR STRATEGIC PARTNERSHIPS(UC)</u>	*	<u>N23</u>	<u>R15</u>
		<u>10/01/19</u>	<u>N23</u>	<u>R15</u>
		<u>01/01/20</u>	<u>N23</u>	<u>R15</u>
		<u>10/01/20</u>	<u>N23</u>	<u>R15</u>
		<u>01/01/21</u>	<u>N23</u>	<u>R15</u>

\*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classification added to Section 6.28.050 of the County Code.

**SECTION 2.** Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to delete the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
8808	EXEC DIRECTOR, ARTS COMMISSION(UC)	04/01/2018	N23	R15
		10/01/2018	N23	R15
		10/01/2019	N23	R15
		01/01/2020	N23	R15
		10/01/2020	N23	R15
		01/01/2021	N23	R15

**SECTION 3.** Section 6.28.060 (Table of positions without compensation and positions paid in accordance with special provisions in chapters 6.02 – 6.24 and Division 3) is hereby amended to add the following classes:

ITEM NO.	TITLE
<u>9447</u>	<u>MBR.,SAFE,CLEAN WATER PROGRAM,WATERSHED AREA STEERING COMMITTEE</u>
<u>9480</u>	<u>MBR.,SAFE,CLEAN WATER PROGRAM,REGIONAL OVERSIGHT COMMITTEE</u>
<u>9481</u>	<u>MBR.,SAFE,CLEAN WATER PROGRAM,SCORING COMMITTEE</u>

**SECTION 4.** Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	<del>7</del>	<u>9</u>	ADMINISTRATIVE SERVICES MANAGER I
0934A	<del>2</del>	<u>1</u>	HEAD,STAFF SERVICES
1848A	<del>4</del>	<u>3</u>	MANAGEMENT ANALYST

**SECTION 5.** Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
<u>0865A</u>	<u>1</u>		<u>EX DIR,CTR FOR STRATEGIC PARTNERSHIPS(UC)</u>

**SECTION 6.** Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0827A	<del>17</del>	<u>16</u>	ANALYST,CEO
0819A	<del>22</del>	<u>23</u>	CHIEF PROGRAM SPECIALIST,CEO
0845A	<del>37</del>	<u>36</u>	MANAGER,CEO
2100A	<del>4</del>	<u>3</u>	SENIOR SECRETARY I
2102A	<del>44</del>	<u>12</u>	SENIOR SECRETARY III

**SECTION 7.** Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4884A	24	<u>23</u>	FORENSIC ATTENDANT
4880A	5	<u>6</u>	SENIOR FORENSIC ATTENDANT

**SECTION 8.** Section 6.53.010 (Department of Children and Family Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
<del>4854A</del>	<del>4</del>	<del></del>	<del>PERSONNEL OFFICER III</del>

**SECTION 9.** Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1004A	43	<u>14</u>	ADMINISTRATIVE SERVICES MANAGER III

**SECTION 10.** Section 6.70.010 (District Attorney) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1612A	4	COMMUNITY INFORMATION OFFICER
9278A	4	HEAD DEPUTY DA,EMPL RELATIONS(UC)

**SECTION 11.** Section 6.70.010 (District Attorney) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9279A</u>	<u>1</u>	<u>HEAD DEPUTY DA,EMPL RELATIONS</u>

**SECTION 12.** Section 6.70.010 (District Attorney) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9955A	4 <u>2</u>	DIST ATTORNEY'S CHF FIELD DEPY(UC)



**SECTION 13.** Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5457A	<del>13</del>	<u>12</u>	CHIEF PHYSICIAN I
5458A	<del>5</del>	<u>6</u>	CHIEF PHYSICIAN II

**SECTION 14.** Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
6778A	<del>48</del>	<u>17</u>	CUSTODIAN SUPERVISOR
6776A	<del>4</del>	<u>3</u>	CUSTODIAN WORKING SUPERVISOR
7739A	<del>3</del>	<u>2</u>	HEAT & FROST INSULATOR
6346A	<del>3</del>	<u>2</u>	HELPER,CARPENTRY
6805A	<del>4</del>	<u>3</u>	MANAGER,AREA CUSTODIAL OPERATIONS
6780A	<del>4</del>	<u>6</u>	SENIOR CUSTODIAN SUPERVISOR

**SECTION 15.** Section 6.81.010 (Internal Services Department) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>3719A</u>	<u>1</u>	<u>COMMUNICATIONS DESIGN TECHNICIAN</u>

**SECTION 16.** Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2535A	42 <u>11</u>	INFO SYSTEMS SUPPORT ANALYST II

**SECTION 17.** Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0889A	22 <u>21</u>	ADMINISTRATIVE ASSISTANT III
1002A	49 <u>20</u>	ADMINISTRATIVE SERVICES MANAGER I
8851A	7 <u>8</u>	ASST REGIONAL RECREATION DIRECTOR
8800A	<del>25</del> <u>24</u>	RECREATION SERVICES MANAGER

**SECTION 18.** Section 6.104.010 (Public Defender) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1011A	4	ADMINISTRATIVE DEPUTY, PUB DEFENDER

**SECTION 19.** Section 6.104.010 (Public Defender) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1045A</u>	<u>1</u>	<u>ADMINISTRATIVE DEPUTY II(UC)</u>

**SECTION 20.** Section 6.109.010 (Department of Public Works) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1174A	4	SUPERVISING CLERK

**SECTION 21.** Section 6.109.010 (Department of Public Works) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9447</u>	<u>90</u>	<u>MBR.,SAFE,CLEAN WATER PROGRAM,WATERSHED AREA STEERING COMMITTEE</u>
<u>9480</u>	<u>11</u>	<u>MBR.,SAFE,CLEAN WATER PROGRAM,REGIONAL OVERSIGHT COMMITTEE</u>
<u>9481</u>	<u>6</u>	<u>MBR.,SAFE,CLEAN WATER PROGRAM,SCORING COMMITTEE</u>

**SECTION 22.** Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2216A	-48 <u>50</u>	SENIOR TYPIST-CLERK
2219A	2 <u>1</u>	SUPERVISING TYPIST-CLERK

**SECTION 23.** Chapter 6.109 (Department of Public Works) is hereby amended to add the following:

...

**6.109.115    Safe, Clean Water Program Committees - Compensation**

A.    Members and alternates of the Watershed Area Steering Committee who are not otherwise compensated to participate, shall be entitled to receive as compensation the

sum of \$100.00 for each official meeting attended by said person, not to exceed 12 meetings in any one calendar year per committee.

B. Members of the Regional Oversight Committee who are not otherwise compensated to participate, shall be entitled to receive as compensation the sum of \$100.00 for each official meeting attended by said person, not to exceed 12 meetings in any one calendar year per committee.

C. Members of the Scoring Committee who are not otherwise compensated to participate, shall be entitled to receive as compensation the sum of \$100.00 for each official meeting attended by said person, not to exceed 24 meetings in any one calendar year.

**SECTION 24.** Section 6.120.012 (Sheriff – Custody) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	8	<u>9</u>	ADMINISTRATIVE SERVICES MANAGER I
1228A	54	<u>50</u>	OPERATIONS ASSISTANT I, SHERIFF

**SECTION 25.** Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage, except for Sections 3, 21, and 23, which shall be construed and applied as if they were operative and effective on and after September 16, 2019.

[GENRECLASSTITLE6KPCEO].

## **COUNTY OF LOS ANGELES POSITION DESCRIPTION**

**ITEM NUMBER:** \_\_\_\_\_

**APPROVED DATE:**

**TITLE: EXECUTIVE DIRECTOR, CENTER FOR STRATEGIC PARTNERSHIPS (UC)**

**DEFINITION:**

Directs the County's efforts to establish and maintain partnerships with private sector organizations in support of Board-directed Priorities.

**STANDARDS:**

This unclassified position is responsible for providing executive leadership and strategic direction in the development, implementation and maintenance of joint initiatives between the County and the private sector to support and enhance the outcomes of Board-Directed Priorities.

**EXAMPLE OF DUTIES:**

Proactively communicates with philanthropy and the nonprofit sector to achieve mutual understanding about the County's and philanthropy's goals, addresses shared concerns, and strengthens the County-philanthropy relationship.

Facilitates convenings with leaders of the philanthropic and nonprofit sectors to obtain and exchange information about priorities that align with the goals and efforts of both the County and philanthropic community.

Coordinates collaborative efforts (discussions, decisions, challenges and resolutions) between county departments and private sector entities to realize agreements which support the County's communities.

Oversees the review of data and analysis of qualitative information gathered from County departments, philanthropy, and nonprofit organizations to identify and make recommendations on joint initiatives.

Provides technical advice to County departments exploring ways to fund initiatives that cannot or will not be funded via the budget process.

Produces reports and presentations to update and engage County departments and makes recommendations to Board Offices and philanthropy on identified initiatives.

Formulates overall processes, policies and procedures to administer the deliverables of the Division.

Identifies and works collaboratively with similar local, state and federal efforts across the nation.

Plans, organizes, manages, and evaluates the work of Division staff.

**MINIMUM REQUIREMENTS:**

Graduation from an accredited college or university with a Bachelor's degree in Public administration/policy, social science, public relations, communications, business, or a closely

related field -and- seven years of philanthropy and/or government experience, including: collaborative program planning and development, communications, and report writing -and- experience establishing and maintaining liaison with government entities, philanthropic organizations, and/or the nonprofit sector.

**LICENSE:** A valid California Class "C" Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

**PHYSICAL CLASS:** "2" - Light.

**DESIRABLE EXPERIENCE/QUALIFICATIONS:**

Understanding of both philanthropy's and County's priorities related to the well-being of vulnerable children and families.

Ability to effectively analyze information, develop a plan, and measure program outcomes.

Excellent project management and leadership skills; ability to handle multiple projects concurrently.

## DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES RFP OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	9/12/2019	
<b>BOARD MEETING</b>	10/1/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All Districts	
<b>DEPARTMENT</b>	Board of Supervisors, Executive Office	
<b>SUBJECT</b>	Approve and authorize Executive Officer to execute a contract with Kofile Technologies, Inc. for document imaging and microfilm conversion services.	
<b>PROGRAM</b>	Document Imaging and Microfilm Conversion Services	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	<b>Total cost:</b> \$252,000, with an additional \$25,200 in potential increases, for a total maximum obligation of \$277,200.	<b>Funding source:</b> Executive Office's Adopted Budget
	<b>TERMS (if applicable):</b> The contract term will consist of two (2) years, with two (2) optional six-month extension periods.	
	<b>Explanation:</b> Requesting Delegated Authority to increase or decrease total contract amount by 10% due to unanticipated changes in the volume of work, number of digital images, or special handling required.	
<b>PURPOSE OF REQUEST</b>	The purpose of this request is to complete Phase III of the Document Imaging and Microfilm conversion project to convert historical Board records to a digital format, so they can be placed online and searched via the internet.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<ul style="list-style-type: none"> <li>The Request for Proposals (RFP) was posted to the County Website on September 13, 2018. Service Type – Document Imaging and Microfilm Conversion Services.</li> <li>The RFP sought qualified proposers to convert microfilmed Board meeting Minute Books from January 2004 to May 2007; and paper documents consisting of, but not limited to, Board meeting Minute Books from April 1907 to November 1959, Road Commission meeting Minute Books from September 1902 to July 1927, Statements of Proceedings from July 1937 to December 1949, and County ordinances from August 1873 to February 1899, to digital images.</li> <li>Number of Contractors recommended – 1, Kofile Technologies, Inc.</li> </ul>	



	<ul style="list-style-type: none"> <li>• The total contract amount is \$252,000, with an additional \$25,200 in potential increases, for a total maximum obligation of \$277,200.</li> <li>• Phase I of the document imaging and microfilm conversion project was approved in 2010 and consisted of converting microfilmed Board meeting minutes from December 1959 to December 2003 and Statements of Proceedings from January 1950 to December 1984 to digital images; paper documents consisting of, but not limited to, County ordinances from March 1899 to December 1984, and agreements from October 1956 to March 1980 to digital images.</li> <li>• Phase II of the project was realized in 2017 and resulted in digitizing and preserving additional 34 Board Minute Books and Road Books.</li> <li>• All records that have been digitized are stored in the Executive Office's internal drive. The Executive Office is currently working with ISD to move digitized documents from Phase I and II to Documentum, where they will be available to the public via the internet.</li> <li>• Digitizing these documents addresses the record search requests the Executive Office currently completes manually. Record search requests are received from the public, other County departments, and/or other public agencies.</li> </ul>
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <ul style="list-style-type: none"> <li>• Hanna Cheru, Administrative Deputy, Executive Office of the Board of Supervisors (213) 893-2564, <a href="mailto:hcheru@bos.lacounty.gov">hcheru@bos.lacounty.gov</a>.</li> </ul>

**EXECUTIVE OFFICE**



BOARD OF SUPERVISORS

CELIA ZAVALA  
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES  
**EXECUTIVE OFFICE**  
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 383  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1411 • [www.bos.lacounty.gov](http://www.bos.lacounty.gov)

**MEMBERS OF THE BOARD**

HILDA L. SOLIS

MARK RIDLEY-THOMAS

SHEILA KUEHL

JANICE HAHN

KATHRYN BARGER

October 1, 2019

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

Dear Supervisors:

**REQUEST TO APPROVE THE AGREEMENT WITH  
KOFILTE TECHNOLOGIES, INC. TO CONVERT MICROFILM AND PAPER  
DOCUMENTS TO DIGITAL IMAGES (ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request Board approval of a competitively bid contract to convert microfilmed Board meeting Minute Books from January 2004 to May 2007; and paper documents consisting of, but not limited to, Board meeting Minute Books from April 1907 to November 1959, Road Commission meeting Minute Books from September 1902 to July 1927, Statements of Proceedings from July 1937 to December 1949, and County ordinances from August 1873 to February 1899, to digital images.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Executive Officer of the Board of Supervisors (Executive Officer) to execute a contract in a format substantially similar to the attached Agreement with Kofile Technologies, Inc. ("Kofile") to convert microfilm and paper documents to digital images effective upon execution, for a term of two (2) years, with two (2) optional six-month extension periods.
2. Delegate authority to the Executive Officer or her designee, to prepare and execute amendments to the Agreement that do not exceed more than a 10% increase or decrease in the maximum Contract Sum for the Term of the Agreement when such amendment is necessitated for additional services due to unanticipated changes in the volume of work and/or number of digital images.

3. Delegate authority to the Executive Officer, or her designee, to approve and execute amendments to extend the Agreement for up to two (2) six-month extension periods.
4. Delegate authority to the Executive Officer, or her designee, to update terms and conditions, and terminate the Agreement for convenience, if necessary.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this recommendation is to allow the Executive Office of the Board of Supervisors (Executive Office) to complete Phase III of the document imaging and microfilm conversion project, which will bring the Executive Office closer to making historical meeting records of the Board of Supervisors (Board) available through the internet.

In accordance with Government Code Section 25101, the Executive Office maintains copies of all Board records dating back to 1852. Phase I of the document imaging and microfilm conversion project was approved in 2010 and consisted of converting microfilmed Board meeting minutes from December 1959 to December 2003 and Statements of Proceedings from January 1950 to December 1984; paper documents consisting of, but not limited to, County ordinances from March 1899 to December 1984, and agreements from October 1956 to March 1980 to digital images. Phase II of the project was realized in 2017 and resulted in digitizing and preserving additional Board Minute Books and Road Books.

Phase III involves converting the following documents to digital images: 1) Board of Supervisors' meeting minutes from April 1907 to November 1959 and January 2004 to May 2007, the latter of which are stored microfilm; 2) Road Commission meeting minutes from September 1902 to July 1927; 3) Statements of Proceedings from July 1937 to December 1949; and 4) County Ordinances approved by the Board from August 1873 to February 1899, that are in paper form. Digitizing these documents addresses the record search requests the Executive Office currently completes manually. Upon the successful implementation of Phase III, pending the availability of resources and approval from your Board, future phases may be implemented to digitize additional Board records.

By providing access to these records through the internet, the public will be able to conduct records searches and view records at their own discretion. Digitizing these records also preserves their historical significance since the original documents will continue to deteriorate with age and handling.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS:**

The document imaging services provided under this Agreement support the County's Strategic Goal No. III – Realize Tomorrow's Government Today, specifically Strategy III.2:

Embrace Digital Government for the Benefit of our Internal Customers and Communities, which seeks to implement technological business solutions to enable County departments to meet their core mission and transform how we share information.

By expanding the catalog of official Board meeting records that are already available through the Internet, the Executive Office will be enhancing its services offered to customers, as well as preserving the records so that they are available to current and future generations.

#### **FISCAL IMPACT/FINANCING:**

The contract sum for the term of the Agreement, including option periods, if exercised, is \$252,000, with an additional \$25,200 in potential increases under delegated authority, for a total maximum obligation of \$277,200. Funding for this service is available in the Executive Office's Adopted Budget.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Pursuant to Government Code Section 25101, the Executive Officer is responsible for permanently maintaining the minutes of the Board. Offering the records in a digital format for search purposes, will not only provide the public greater access to the Board's official meeting records, but will also minimize the requests to retrieve the original paper documents, thereby reducing their deterioration due to age and handling.

The proposed Agreement will commence upon execution and run consecutively for two (2) years, unless extended or terminated in whole or in part, with two (2) six-month extension options, for an aggregate term of three (3) years. The Contractor's billing rate shall remain firm and fixed for the term of the Agreement, including all option periods.

County Counsel has reviewed this Board letter and approved the attached Agreement as to form.

The Chief Information Officer (CIO) recommends approval of this agreement. The CIO determined that because this requested action is a continuation of an ongoing digitization effort and does not include any technology related changes, no formal CIO Analysis is required.

#### **CONTRACTING PROCESS**

On September 13, 2018, a Request for Proposals (RFP) for Document Imaging and Microfilm Conversion Services was posted on the County's website.

A Mandatory Proposers' Conference was held on October 3, 2018, with 5 prospective Proposers in attendance. Executive Office staff reviewed the RFP requirements, proposal evaluation and selection criteria, and reviewed the terms and conditions of the sample

agreement. Two proposals were received by the proposal deadline of October 26, 2018, however, only one (1) proposal met the minimum requirements. An evaluation committee consisting of staff from multiple County departments with knowledge of such projects evaluated the Proposer's background and experience, approach to providing the required services, and the Proposer's quality control plan and determined that the proposal demonstrated that Kofile possesses the experience and expertise needed to meet the contract requirements.

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

Approval of the recommended Agreement will ensure that the Board of Supervisors' historical meeting documents will be preserved electronically for future generations. Once the entire project is fully implemented, interested persons will be able to search the documents through the internet, at their own discretion. In order for the public to view any Board-related documents, interested persons must submit a request to the Executive Office in person to have the documents manually pulled from the archived records section of the Executive Office. The Executive Office will achieve efficiencies by allowing staff who currently work on these requests to be utilized elsewhere in the Executive Office.

**CONCLUSION:**

By providing access to the additional Board documents through the internet, the Executive Office will also be contributing to efforts to reduce vehicle emissions due to less vehicle trips to the Kenneth Hahn Hall of Administration to obtain copies of Board records. There will also be a reduction in paper and related supplies since there will be less requests for the Executive Office to locate and print the records that are covered under the Agreement.

Respectfully submitted,

Celia Zavala  
Executive Officer, Board of Supervisors

Reviewed By:  
William S. Kehoe  
Chief Information Officer

**Attachments**

c: Chief Executive Officer  
County Counsel  
Chief Information Office



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**KOFILE TECHNOLOGIES, INC.**

**FOR**

**DOCUMENT IMAGING AND MICROFILM CONVERSION**

**SERVICES**

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### **STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Schedule
- C Contractor's Proposed Schedule (Not Attached to Exhibits)
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
KOFIL TECHNOLOGIES, INC.  
FOR  
DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and Kofil Technologies, Inc., hereinafter referred to as "Contractor" to provide Document Imaging and Microfilm Conversion Services.

**RECITALS**

WHEREAS, the County may contract with private businesses for Document Imaging and Microfilm Conversion Services when certain requirements are met; and

WHEREAS, the County's Executive Office of the Board of Supervisors is charged with the responsibility to maintain and preserve the Board of Supervisors' official records; and

WHEREAS, the Contractor is a private firm specializing in providing Document Imaging and Microfilm Conversion Services; and

WHEREAS, the County is authorized by California Government Code Section 31000 to contract for special services, including the services described herein; and

WHEREAS, the Contractor possesses the necessary skills, competence, and expertise, and therefore, is qualified to perform the desired services; and

WHEREAS, based upon an open competitive selection process the County has recommended to the Board of Supervisors the Contractor, who is prepared and desires to provide services to the County; and

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

## **1 APPLICABLE DOCUMENTS**

- 1.1 Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

## **2 DEFINITIONS**

### **2.1 Standard Definitions:**

- 2.1.1 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.

- 2.1.1.1 **Board (or Department):** As used herein means the Los Angeles County Board of Supervisors.
- 2.1.1.2 **Contract:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.1.1.3 **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.
- 2.1.1.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.1.5 **County Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.6 **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.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.1.8 **County:** As used herein shall mean Los Angeles County.
- 2.1.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.10 **Digital Image:** As used herein shall mean a scanned or computer generated image.
- 2.1.1.11 **Executive Officer (or Department Head) of the Board of Supervisors:** As used herein shall mean the Director or Department Head for

the Executive Office of the Los Angeles County Board of Supervisors, and the person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Director.

2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.1.13 **PDF/A:** As used herein shall mean Portable Document Format/Archive, which is an electronic file format whereby documents are self-contained allowing them to be reproduced with all of the document coding embedded within the file.

2.1.1.14 **Secure File Transfer (or "SFTP"):** As used herein shall mean a transfer protocol which provides a secure encrypted file transfer of data over any reliable and secure network.

2.1.1.15 **Metadata:** Data used to describe the contents of a PDF/A file to make it easier to retrieve, use or manage, e.g., document title, subject, and key words.

2.1.1.16 **Optical Character Recognition (OCR):** Technology used to convert PDF/A files into editable and searchable data.

### 3 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 herein.
- 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.

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be two (2) years commencing after execution by the Los Angeles County Board of Supervisors, unless

sooner terminated or extended, in whole or in part, as provided in this Contract. The County shall have the sole option to extend this Contract term for up to two (2) additional six-month periods. Each such six-month option shall be exercised by the County at the sole discretion of the Executive Officer of the Board of Supervisors.

- 4.2 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Executive Officer of the Board of Supervisors at the address herein provided in Exhibit E (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1 Refer to Appendix D, Exhibit 11 for Pricing Schedule.

### **5.2 Written Approval for Reimbursement**

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

- 5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Executive Office at the address herein provided in Exhibit E, County's Administration.

### **5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

- 5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.



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

Executive Office of the Board of Supervisors  
383 Kenneth Hahn Hall of Administration  
500 W. Temple Street  
Los Angeles, CA 90012  
Attention: Lev Levon  
(213) 974-2443

**5.5.6 County Approval of Invoices**

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

**5.5.7 Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

**5.6 Intentionally Omitted**

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Project Director**

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Project Manager**

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

### **6.4 County's Contract Project Monitor**

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

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

### **7.2 Contractor's Project Manager**

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

- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 The Contractor's Project Manager must have at least five (5) years of management experience which includes at least three (3) years of experience supervising/managing a document imaging and microfilm conversation operation similar in scope, size and complexity as the County's project.

### **7.3 Approval of Contractor's Staff**

- 7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 7.3.2 The Contractor shall endeavor to assure continuity during the term of this contract. Contractor personnel performing key functions under this contract, together with the Contractor Project Manager and alternate, shall constitute and shall be referred to hereinafter as the Contractor's "Key Personnel." The Contractor shall promptly replace any Key Personnel vacancies with personnel having qualifications at least equivalent to those being replaced.
- 7.3.3 The County's Project Director may require the replacement or removal of any Contractor Key Personnel and may request replacement of any other staff member performing, or offering to perform, Work hereunder. For Contractor's Key Personnel, the Contractor shall provide the County with a resume of each such proposed individual Contractor's Key Personnel (or his or her replacement), and any opportunity to interview such person (or his or her replacement) prior to his performing any Work hereunder.
- 7.3.4 In the event the Contractor should need to remove any Contractor Key Personnel from performing Work under this contract, the Contractor shall provide notice as promptly as possible thereafter, and shall work with the County on a mutually agreeable transition plan as to ensure project continuity.

- 7.3.5 The Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced or removed should any transition plan develop pursuant to Paragraph 7.3.4 require filling such vacancy (or, alternatively, terminating such position) and subject further to the County's Project Director's right to require replacement or removal of such personnel pursuant to Paragraph 7.3.3.

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request 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's background investigation

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

The County reserves the right to amend 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:

- 8.1.1 Unless otherwise provided under the terms of this Contract, for any change which does not materially affect the scope of work, Term, Contract Sum, or payment under this Contract, an amendment to this Contract shall be prepared in the form of a letter or change notice and executed by the Contractor and the Executive Officer of the Board of Supervisors or her designee. As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the Contract Sum, a change of more than 90 days to any period of performance, or a change in the Work required which collectively increases the total cost more than ten percent (10%) of the Contract Sum.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Executive Officer of the Board of Supervisors or her designee.

### **8.2 Assignment and Delegation**

- 8.2.1 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any

approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

8.4.1 In the event that the County's 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 employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract



correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

### **8.5.2 Complaint Procedures**

8.5.2.1 Within ten (10) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 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 for County approval.

8.5.2.4 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.

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

8.5.2.6 When 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.

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

## **8.6 Compliance with Applicable Law**

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that

no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor 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 days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of

hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor 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 the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 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.

- 8.9.2 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 reasonably 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. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

- 8.10.1 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.

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor 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. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The contractor is hereby notified that, in accordance with 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 or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

### **8.12.3 Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a

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

#### **8.12.4 Contractor Hearing Board**

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative 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. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has

adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation 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.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.



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

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

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

### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant

or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to County Facilities, Buildings or Grounds**

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

#### **8.17 Employment Eligibility Verification**

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 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.

#### **8.18 Facsimile Representations**

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

#### **8.19 Fair Labor Standards**

8.19.1 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.

#### **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case,

contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract 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.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the 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 the County and the 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.
- 8.22.2 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.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The 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 the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

### **8.24.2 Evidence of Coverage and Notice to County**

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to

County at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

**8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

**8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

**8.24.2.5** Certificates and copies of any required endorsements shall be sent to:

Los Angeles County  
Executive Office of the Board of Supervisors  
500 West Temple Street, Room 383  
Los Angeles, California 90012  
Attention: Susanna Ponciano

**8.24.2.6** Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

**8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.4 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a

material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Shall Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**



Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services

Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.24.14 **Alternative Risk Financing Programs**

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

#### 8.24.15 **County Review and Approval of Insurance Requirements**

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

### 8.25 **Insurance Coverage**

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased

employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

The Alternate Employer endorsement (above) also should be required if your department will 1) lease or rent equipment and an equipment operator is provided by the supplier, or 2) exercise control over the details of the work performed by the employees of your contractor. Please contact the CEO Risk Management Branch – Risk Transfer Unit/Insurance Compliance at [insurancecompliance@ceo.lacounty.gov](mailto:insurancecompliance@ceo.lacounty.gov) if you need assistance.

One or more of the following insurance coverage(s) may also be required, depending upon the type of contracted service. Please review and select coverage(s) as applicable.

If you are uncertain or have questions about the appropriate types and limits of insurance coverage for your specific contract, please refer to the Insurance Manual or contact the CEO, Risk Management Branch – Risk Transfer Unit/Insurance Compliance at [insurancecompliance@ceo.lacounty.gov](mailto:insurancecompliance@ceo.lacounty.gov) for assistance.

- 8.25.4 **Valuable Records and Papers Coverage** insurance (providing scope of coverage equivalent to CM 00 67) with limits not less than \$1,000,000 and with no exclusions for the transportation of the documents.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in

addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days' notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

- 8.27.1 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.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) 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 Employment and Housing 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.
- 8.28.8 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 such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

8.30.1 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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Executive Officer, or designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.34 Notices**

8.34.1 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 Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Executive Officer, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

- 8.35.1 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.

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (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 issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including



reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

8.37.1 The contractor 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:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 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 unreasonably withhold written consent.

8.37.2 The contractor 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 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this 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 record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information,

shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and 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 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.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor 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. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 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 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.

### **8.39 Recycled Bond Paper**

- 8.39.1 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.

### **8.40 Subcontracting**

- 8.40.1 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.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, 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 the contractor employees.
- 8.40.4 The contractor shall remain fully 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.
- 8.40.5 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.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any

subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 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.

8.40.8 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. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Los Angeles County  
Executive Office of the Board of Supervisors  
500 West Temple Street, Room 383  
Los Angeles, CA 90012  
Attention: Susanna Ponciano

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

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of

work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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.

8.43.3 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 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor 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, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. 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.
- 8.44.2 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 (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 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) 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;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal

Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

8.47.1 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 future fiscal years unless and until 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.

#### **8.48 Validity**

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



#### **8.49 Waiver**

- 8.49.1 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 of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

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

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

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

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

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

### **8.53 Time Off for Voting**

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **8.55 Intentionally Omitted**

### **8.56 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.57 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>).

The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

### **9 UNIQUE TERMS AND CONDITIONS**

**9.1 Intentionally Omitted**

**9.2 Intentionally Omitted**

**9.3 Intentionally Omitted**

**9.4 Intentionally Omitted**

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Local Small Business Enterprise (LSBE) Preference Program**

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

- 9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**9.8 Intentionally Omitted**

**9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program**

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

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

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

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the

Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Executive Officer  
Board of Supervisors

By: \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**CONTRACT FOR  
DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES  
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## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF WORK

The Los Angeles County Executive Office of the Board of Supervisors (Executive Office) is responsible for maintaining the official meeting records of the Board of Supervisors (Board) and other agencies for which the Board sits as the governing body (e.g., Housing Authority, Community Development Commission, Regional Park and Open Space District, Road Commission, etc.). The Executive Office is interested in digitizing these official meeting records to ensure their archival security and to make them more easily accessible to the public via the internet.

This Statement of Work (SOW) provides the specifications and requirements for the selected Contractor to convert the following documents to digital images in Adobe PDF/A-1 format with Optical Character Recognition (OCR) capability as further detailed in Section 10.0:

- 1) Paper Documents  
Board Meeting Minute Books from years 1907 to 1959  
Road Meeting Minute Books from years 1902 to 1927  
Statements of Proceedings from years 1937 to 1949  
County Ordinances from years 1873 to 1899
- 2) Microfilmed Documents  
Board Meeting Minute Books from years 2004 to 2007

The Contractor shall be required to provide document imaging and microfilm conversion services Monday through Friday, excluding County recognized holidays.

The Contractor shall have the ability to scan oversized documents that may be contained in the Minute Books or Ordinances, such as maps or charts.

The Contractor shall have the ability to scan Minute Books that have permanently sewn or glued binding without dismantling, cutting or damaging the pages of the Book.

The Contractor shall have demonstrated experience working with very old and fragile documents (100+ years old).

The Contractor shall provide all labor, supplies, equipment, etc. required to perform the services specified in this SOW.

The Contractor shall setup a procedure which demonstrates how fragile documents will be addressed and what the contractor shall do in the event that a document is damaged, lost, and/or stolen.

### 2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 The County reserves the right to add/delete specific tasks related to the document imaging and microfilm conversion project which does not materially affect the scope of work, Term, Contract sum, or payment under this Contract.
- 2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

### **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan and Security Plan to ensure that the County receives a consistently high level of service throughout the term of the Contract. Both Plans shall be submitted to the County's Contract Project Director and Project Manager for final review and approval prior to beginning work under the Contract. The plans shall include, but may not be limited to, the following:

#### **3.1 QUALITY CONTROL PLAN**

##### **3.1.1 Monitoring**

The Contractor must include its method for monitoring the number of documents and/or microfilm picked up, the number of documents and/or microfilm prepared for imaging, the number of pages imaged, and the number of documents and/or microfilm returned. All materials are to be returned to the County in the format in which they were received.

##### **3.1.2 Data Integrity, Accuracy and Image Clarity**

The Contractor shall describe its methods for maintaining the integrity and accuracy of the data imaged, and assuring the clarity of the scanned images. Any and all images that require rescanning in order to improve quality are to be rescanned at no additional cost to the County. The Contractor shall also describe its method for maintaining the integrity of older, fragile documents in order to avoid any damages or destruction of the documents.

##### **3.1.3 Exception Report**

The Contractor shall describe and include a sample of its Exception Report that identifies, lists, and explains each document that was not successfully scanned or indexed or otherwise failed the Contractor's internal quality control process.

##### **3.1.4 Problem Correction Report**

A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

##### **3.1.5 Contact Personnel**

The Contractor shall provide the County with the names of the personnel responsible for resolving corrective actions.

### **3.2 SECURITY PLAN**

The Contractor's Security Plan will explain the procedures to be used to prevent loss, theft, or unauthorized access to County data, documents and microfilm.

The Contractor's Security Plan must also describe how the Contractor will prevent the intermingling of County boxes with the boxes of other customers throughout the storage, document preparation, scanning and indexing, and quality assurance processes. The Contractor shall also explain what procedures shall be in place should any documents become damaged, lost, and/or stolen.

## **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan of the Agreement.

### **4.1 Meetings**

The Contractor is required to attend any meetings, either in person or by conference call, scheduled by the County or the County and the Contractor.

### **4.2 Contractor Discrepancy Report (SOW Exhibit 1 of Appendix B)**

**4.2.1** Verbal notification of a contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

**4.2.2** The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **5.0 INTENTIONALLY OMITTED**

## **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract - County. Specific duties will include:

- 6.1.1** Monitoring the Contractor's performance in the daily operation of this Agreement.
- 6.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3** Preparing Amendments in accordance with Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments.

#### **6.2 Furnished Items**

- 6.2.1** The County shall provide the Contractor approximately 183 16mm polyester base, silver halide negative microfilm rolls containing meeting minutes. The microfilm will be provided in boxes labeled with the EO's address, pick up date, box number, a brief description of the contents and the number of microfilm rolls contained in the box. Inside each box will be an inventory sheet identifying the contents of each roll of microfilm.
- 6.2.2** The County shall also provide the Contractor paper documents to be imaged consisting of, but not limited to, Board Meeting Minute Books, Road Minute Books, Statements of Proceedings, and County Ordinances. The Board Minute Books and Road Minute Books will be provided in their existing bindings and may require hand scanning or use of a book scanner. The Statements of Proceedings and County Ordinances may have staples or other fasteners that will need to be removed and may require hand scanning due to their age and paper quality. All documents will be provided in boxes labeled with the EO's address, pick up date, box number, a brief description of the contents and the number of documents contained in the box. Inside each box will be an inventory sheet identifying the documents.

**CONTRACTOR****6.3 Project Manager**

- 6.3.1** The Contractor shall provide a full-time Project Manager and designated alternate. The County must have access to the Project Manager and/or designated alternate via landline, cell phone or email during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., excluding County legal holidays. The County's Project Manager will provide the Contractor with a list of holidays on or before January 1 of each year.
- 6.3.2** The Contractor's Project Manager shall act as a central point of contact with the County's Project Manager.
- 6.3.3** The Contractor's Project Manager must demonstrate at least five (5) years of experience supervising/managing a document imaging and microfilm conversion operation similar in scope, size and complexity as the County's requirements.
- 6.3.4** The Contractor's Project Manager or alternate shall notify the County's Project Manager immediately when a delay of any type is anticipated.
- 6.3.5** The Contractor's Project Manager shall work with the County's Project Manager to resolve any deficiencies before a problem occurs.
- 6.3.6** The Contractor's Project Manager shall promptly respond to all calls and/or reports regarding the Contractor's performance.
- 6.3.7** The Contractor's Project Manager or alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

**6.3.8** Prior to starting work under the Agreement, the Contractor shall prepare an updated written project plan which shall detail all tasks, schedules and deliverables, including any project risks and risk mitigation measures, and will be reviewed by the County against the information submitted in the RFP. The County's Contract Project Director and Project Manager must review and approve the Contractor's Plan prior to the Contractor beginning work under the Agreement. All changes and modifications to the Plan shall be reviewed and approved by the County's Project Director and County's Project Manager.

#### **6.4 Personnel**

**6.4.1** The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.

**6.4.2** The Contractor shall provide one of its officers or employees to be the key contact person between the County and the Contractor on matters relating to production and billing that shall be available by telephone contact Monday through Friday from 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.

**6.4.3** The Contractor shall be required to background check their employees as set forth in Paragraph 7, Administration of Contract – Contractor, Sub-paragraph 7.5, Background and Security Investigations, of the Contract.

#### **6.5 Uniforms/Identification Badges**

**6.5.1** The Contractor employees assigned to pick up microfilm and documents from the Executive Office shall wear a uniform consisting of a shirt with the company name on it. Uniform pants are optional.

**6.5.2** The Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Contract – Contractor, Sub-paragraph 7.4, Contractor's Staff Identification, of the Contract.

#### **6.6 Materials and Equipment**

The purchase of all materials/equipment to provide the needed imaging and microfilm conversion services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

#### **6.7 Training**

**6.7.1** The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

**6.7.2** All Contractor employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety.

All employees must wear safety and protective gear according to OSHA standards.

#### **6.8 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.**

#### **7.0 INTENTIONALLY OMITTED**

#### **8.0 WORK SCHEDULES**

- 8.1** The Contractor shall submit for review and approval its work schedule to the County's Project Manager within ten (10) working days prior to starting work.
- 8.2** The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

#### **9.0 INTENTIONALLY OMITTED**

#### **10.0 SPECIFIC WORK REQUIREMENTS**

The Contractor shall scan paper documents and microfilmed documents consisting of Board Meeting Minute Books, Road Meeting Minute Books, Statements of Proceedings and Ordinances to PDF/A-1 specification at 300 DPI with optical character recognition and a metadata stream as further detailed in Attachment 1 – Specific Work Requirements.

The Contractor shall de-skew and rotate images, remove lines and de-speckle as necessary. All images should be clear and readable.

The Contractor shall verify that images will print as legible document reproductions through the use of commercially available printers.

The Contractor's Project Manager shall coordinate with the County's Project Manager all pick-up and delivery of source media and converted data.

The Contractor shall provide the images to the County on a portable hard drive and/or via secure electronic download using a Secure File Transfer Protocol (SFTP) site on a weekly basis.

#### **11.0 GREEN INITIATIVES**

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) chart, Exhibit 2, lists the required services that will be monitored by the County during the term of this Agreement.

- 12.1 All listings of services used in the PRS are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and SOW. In any case of apparent inconsistency between services as stated in the Contract and SOW and this PRS, the meaning apparent in the Contract and SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.
- 12.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Contract, and for which Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Agreement section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).



**Attachment 1****SPECIFIC WORK REQUIREMENTS**

The Contractor shall convert the following *paper-based* documents to digital images that conform to the Adobe PDF/A-1 specification, ISO 19005-1 [ISO 19005-1] at 300 DPI, bi-tonal, excluding blank pages. The images must contain a Metadata stream that conforms to the XMP specification to uniformly describe the digital image files as detailed below; and the images (typed) shall also be ran through an Optical Character Recognition (OCR) engine to create text searchable documents:

**1) Minute Book Nos. 39 through 479 (April 1, 1907 – November 24, 1959)**

These books contain Los Angeles County Board of Supervisors meeting minutes and the minutes of agencies for which the Board of Supervisors is the governing body (including but not limited to the Community Development Commission, Housing Authority, and Industrial Development Authority).

Board meeting minutes are prepared after every Board meeting. Each meeting's minutes are kept in a "Minute Book" labeled with a sequential number exclusive to the meeting date(s) within.

- 441 Minute Books
- Binding: 33 volumes are sewn and pages are not removable and will require specialized handling (book scanner/hand scanning); the remaining volumes have either a screw and post fastener or a metal slide fastener which can be accessed to remove the pages with special care, due to their age and degree of deterioration
- Estimated page count of 176,000
- Two-sided pages
- Page size: 18" x 11.5"
- Stored in 220 and a half 1.8 cubic ft. boxes

File size should be optimized to provide ease of search ability where necessary. This may be accomplished by dividing the Minute Book record into multiple files of approximately 200 images each.

Specific Work Requirements Attachment 1  
Page 2

Each Minute Book is to have the following metadata properties in the PDF/A file:

Metadata	XMP Property
Document Title	Minute Book + Volume Number + Board Meeting Date
Document Author	Blank
Subject	Blank
Keywords	YYYY,Month,DD

YYYY,Month,DD = Board meeting date

**2) Road Minute Books (Nos.7 through 43) dated September 22, 1902 to July 27, 1927**

These books contain petitioner requests and Board meeting minutes concerning the opening, closing, and construction of public roads. The books are arranged chronologically by meeting date.

- 37 Road Minute Books
- Binding: 24 volumes are sewn and pages are not removable and will require specialized handling; and the remaining 13 volumes have either a screw and post fastener or metal slide fastener which can be accessed to remove the pages, recognizing their age and level of deterioration
- Estimated page count of 15,000
- Page size: 18" x 11.5"
- Two-sided pages
- Stored in 18 and a half 1.8 cubic ft. cartons);

File size should be optimized to provide ease of search ability where necessary. This may be accomplished by dividing the Road Meeting minutes into multiple files of approximately 200 images each.

Specific Work Requirements Attachment 1  
Page 3

Each Road Minute Book is to have the following metadata properties in the PDF/A file:

Metadata	XMP Property
Document Title	Road Minute Book + Number + Board Meeting Date
Document Author	Blank
Subject	Blank
Keywords	YYYY,Month,DD

YYYY,Month,DD = Road Board meeting date

NOTE: All Minutes removed from their binding for scanning should be re-fastened

### 3) Statements of Proceedings (July 1937 to December 1949)

The Statements of Proceedings (SOP) are a summary of all actions and votes taken by the Board of Supervisors at their meetings.

- Binding: some of the SOPs are stapled in the top left hand corner (some pages may require hand scanning due to age/condition of paper)
- Estimated page count is 7,500
- Page size varies: 8 ½" x 11" or 8 ½" x 13" or 14"
- Stored in 3 1.2 cubic ft. cartons);

Each Statement of Proceedings document is to have the following metadata properties in the PDF file:

Metadata	XMP Property
Document Title	Statement of Proceedings + Board Meeting Date
Document Author	Blank
Subject	Blank
Keywords	YYYY,Month,DD

YYYY,Month,DD = Board meeting date

**4) County Ordinances (Nos. 1 through 167) dated August 26, 1873 to February 28, 1899**

Ordinances are specific laws or regulations enacted by the Los Angeles County Board of Supervisors on a variety of topics relating to the governance of Los Angeles County. An Ordinance document consists of, but is not limited to: a title page upon which there is an opening paragraph describing the purpose of the ordinance; the body of the text; the signature of the Chair of the Board of Supervisors, the County Seal, and the approval date of the ordinance. In some instances a large map may be attached to the ordinance as well as other documentation. The Ordinances were usually prepared on 8 ½" x 11" paper; however, there are some ordinances that may have been prepared on 8 ½" x 13" or 14" paper; and may include maps of varying sizes.

- 167 ordinance documents typewritten or handwritten (some pages may require hand scanning due to age/condition of paper)
- Binding: stapled in top left hand corner
- Estimated page count of 5,000
- Ordinance Nos. 1 through 50 are handwritten; Ordinance Nos. 51 through 167 are typewritten with some language handwritten
- Page size: 8 ½" x 11"
- Stored in 2 1.2 cubic ft. cartons)

Each Ordinance and its accompanying documents are to have the following metadata properties in the PDF file:

Metadata	XMP Property
Document Title	Ordinance + #
Document Author	Blank
Subject	Ordinance Title
Keywords	Month,YYYY,DD; and subject of ordinance (words will be provided to selected vendor)

YYYY,MM,DD = Board approval date.

Specific Work Requirements Attachment 1  
Page 5

The Contractor shall also convert the following *microfilmed* documents to digital images that conform to the PDF/A-1 specification, ISO 19005-1 [ISO 19005-1] at 300 DPI, bi-tonal, excluding blank pages. The images must contain a Metadata stream that conforms to the XMP specification to uniformly describe the digital image file as detailed below; and the images shall also be ran through an Optical Character Recognition (OCR) engine to create text searchable documents:

**5) Minute Books (Nos. 2738 to 2903) dated January 6, 2004 to May 22, 2007**

These microfilm rolls contain Los Angeles County Board of Supervisors meeting minutes and the minutes of agencies for which the Board of Supervisors is the governing body (including but not limited to the Community Development Commission, Housing Authority, and Industrial Development Authority).

Board meeting minutes are prepared after every Board meeting. Each meeting's minutes are kept in a "Minute Book" labeled with a sequential number exclusive to the meeting date. If a meeting has a large number of documents they will be stored in multiple "books" listed with the same identifying number. For example: Minute Book 1234, Volume 1 of 3; Minute Book 1234, Volume 2 of 3, and so on. These Minute Books were then microfilmed following this same labelling format.

The number of microfilm images per Board meeting varies significantly depending on the number of agenda items that were discussed at a particular meeting. Most pages have the Board meeting date typed or stamped in the bottom left hand corner of the page.

- Approximately 183 rolls of microfilm
- Estimated page count of 525,000
- Page size may vary: 8 ½" x 11" to 8 ½" x 14"
- Stored in 3 1.2 cubic ft. cartons

The Contractor shall convert each microfilm roll into individual files. This will be accomplished by locating the Board meeting title page which contains the meeting date and volume number, or the front page of a Statement of Proceedings which contains the meeting date, and is used as a record separator, and converting all the related microfilmed images, prior to the next title page, as part of a single file. Each first page (record separator) will begin a new file. File size should be optimized to provide ease of search ability where necessary. This may be accomplished by dividing a Minute Book record into multiple files of approximately 200 images each.

Specific Work Requirements Attachment 1  
Page 6

Each Minute Book is to have the following metadata properties in the PDF/A file:

Metadata	XMP Property
Document Title	Minute Book + Number + Board Meeting Date
Document Author	Blank
Subject	Blank
Keywords	YYYY,Month,DD

YYYY,Month,DD = Board meeting date.

**Project Estimate: 728,500 pages to be imaged**

**APPENDIX B**

**STATEMENT OF WORK  
EXHIBITS**

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2	PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART .....2

## Appendix B – Document Imaging and Microfilm Conversion Services



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This attachment lists the required services which will be monitored by the County during the term of the Agreement. Listed are the required standard of service, method of maintaining compliance, and action to be taken for exceeding the allowable standard.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Master Agreement: Paragraph 7.0 - Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 per occurrence
Master Agreement: Subparagraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence
Master Agreement: Subparagraph 8.40 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
SOW: Subparagraph 3.2 –Maintain a secure work environment	Contractor to keep Security Plan current at all times	Inspection and Observation	\$100 per occurrence
SOW: Subparagraph 10.0 – Specific Work Requirements	Multipage images represent complete document. Adobe Version 1.4 PDF conformed to the PDF/A-1 specification	Verify and monitor	Contract discrepancy Report (CDR) sent and request for corrective action
SOW: Subparagraph 10.0 – Specific Work Requirements	Clarity of characters, image sharpness, resolution of 300 DPI, complete image face up and readable	Verify and monitor	CDR sent and request for corrective action
SOW: Subparagraph 10.0 – Specific Work requirements	De-skew, remove lines, despeckle, sharpness	Verify and monitor	CDR sent and request for corrective action

## PRICING SHEET

Compensation to the Contractor for Document Imaging and Microfilm Conversion Services shall be based on the following schedule. No other costs or out-of-pocket expenses shall be paid to the Contractor under the resultant Contract. Payments shall be made on the invoices for approved deliverables only.

The unit price shall include the cost for meeting all requirements of this RFP.

Item Description	Invoicing	Cost per image
Text searchable PDF-A Image from microfilm	Monthly	\$0.20 per image
Text searchable PDF-A Image from paper	Monthly	\$0.52 per image
Text searchable PDF-A Image from paper (Special handling defined as use of book-scanner or hand-scanning fragile documents)	Monthly	\$1.35 per image

***CONTRACTOR'S PROPOSED SCHEDULE***

***NOT ATTACHED TO EXHIBITS***

**CONTRACTOR'S EEO CERTIFICATION**

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**Name: Lev LevonTitle: Division ChiefAddress: 500 West Temple Street, Suite 383Los Angeles, CA 90012Telephone: (213) 974-2443 Facsimile: \_\_\_\_\_E-Mail Address: LLevon@bos.lacounty.gov**COUNTY PROJECT MANAGER:**Name: Joe WalcekTitle: Administrative Services Manager IIAddress: 500 West Temple Street, Suite 383Los Angeles, CA 90012Telephone: (213) 974-2099 Facsimile: \_\_\_\_\_E-Mail Address: Jwalcek@bos.lacounty.gov**COUNTY CONTRACT PROJECT MONITOR:**Name: Robin GuerreroTitle: Chief, Board ServicesAddress: 500 West Temple Street, Suite 383Los Angeles, CA 90012Telephone: (213) 893-2543 Facsimile: \_\_\_\_\_E-Mail Address: RGuerrero@bos.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** \_\_\_\_\_**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT****FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

*Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.*

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

**NON-IT CONTRACTS**

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A 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 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

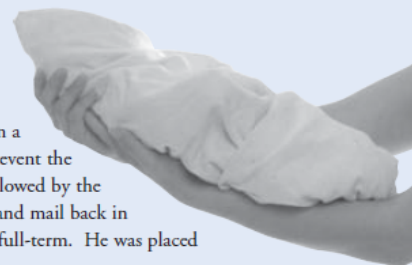
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

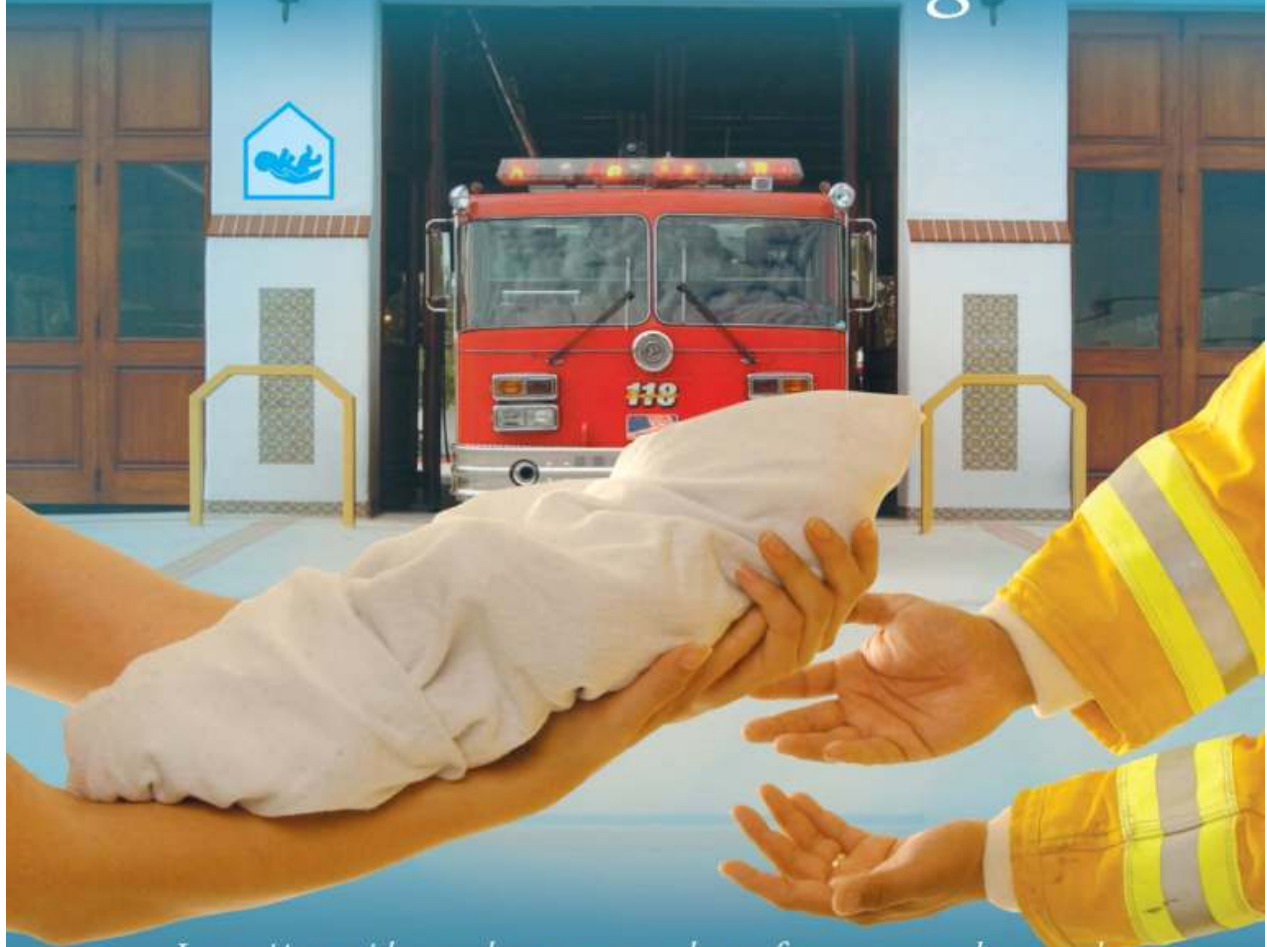
## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	9/12/2019	
<b>BOARD MEETING</b>	10/1/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All Districts	
<b>DEPARTMENT</b>	Internal Services Department	
<b>SUBJECT</b>	Energy and Environmental Services	
<b>PROGRAM</b>	Healthy Stores Refrigeration (HSR) program	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: California Department of Food & Agriculture Grant – \$1.4 Million
	TERMS (if applicable):	
	Explanation: This will be funded by the Grant resulting in no net County cost (NCC). Acceptance of this Grant does not commit the County to provide ongoing services and there is no match requirement.	
<b>PURPOSE OF REQUEST</b>	ACCEPT A ONE-TIME GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE HEALTHY STORES REFRIGERATION GRANT PROGRAM AND APPROVE AN APPROPRIATION ADJUSTMENT	
<b>BACKGROUND (include internal/external issues that may exist)</b>	Approval of the recommended actions will allow ISD to formally accept the Grant from the California Department of Food and Agriculture (CDFA) and begin the implementation of the Healthy Stores Refrigeration (HSR) program, which will provide funding for energy efficiency refrigeration units in corner stores and small businesses in food deserts through the County of Los Angeles.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: • Minh Le, General Manager, 323-267-2006, MSL@isd.lacounty.gov	



SCOTT MINNIX  
Director

County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

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

***"Trusted Partner and Provider of Choice"***

October 1, 2019

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

Dear Supervisors:

**ACCEPT A ONE-TIME GRANT AWARD FROM THE CALIFORNIA  
DEPARTMENT OF FOOD AND AGRICULTURE FOR THE HEALTHY STORES  
REFRIGERATION GRANT PROGRAM AND APPROVE AN APPROPRIATION  
ADJUSTMENT**

**SUBJECT**

Request your Board to accept a one-time grant award from the California Department of Food and Agriculture in the total amount of \$1,402,500 for the Healthy Stores Refrigeration Grant Program, and approve an appropriation adjustment in the Utilities Budget.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Accept the Healthy Stores Refrigeration award in the total amount of \$1,402,500 from the California Department of Food and Agriculture (Grant).
2. Delegate authority to the Director of Internal Services Department (ISD), or his designee, to execute an agreement with the California Food and Drug Administration to accept the Grant, subject to the approval of County Counsel as to form.
3. Delegate authority to the Director of ISD, or his designee, to execute other documents, agreements, or contracts associated for the acceptance and use of this Grant, subject to the approval of County Counsel as to form.

4. Approve a Fiscal Year (FY) 2019-20 appropriation adjustment of \$454,000 in the Utilities Budget to implement the Healthy Stores Refrigeration program (Attachment 1).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will allow ISD to formally accept the Grant from the California Department of Food and Agriculture (CDFA) and begin the implementation of the Healthy Stores Refrigeration (HSR) program, which will provide funding for energy efficiency refrigeration units in corner stores and small businesses in food deserts throughout the County of Los Angeles.

The HSR program will operate by providing free technical resources to these small business owners to identify and execute a refrigeration replacement project. In partnership with the Investor Owned Utilities (SoCalEdison and SoCalGas) within our region, the HSR program will also include a detailed energy use audit, project scoping and management, and application assistance to claim any rebates or incentives offered by SCE and SoCalGas. ISD estimates that each project will save the business owners 10%-30% on their electric utility bill.

Program participation will be limited to those small businesses that operate in disadvantaged communities (DACs) as defined by the State of California using the CalEnviroScreen 3.0 tool<sup>1</sup>. These communities are disproportionately burdened by multiple sources of pollution and are typically the hardest to reach for participation in State-run energy programs. There are DACs throughout the County, and ISD will seek geographical diversity in the implementation of this program. ISD anticipates that the three-year program will complete 80 projects and install 160 units at these targeted businesses.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

These actions support Goal III.3 (Pursuing operational effectiveness, fiscal responsibility and accountability) by obtaining external funding to promote environmentally responsible practices. These actions also support Goal II.3 (Making

---

<sup>1</sup> Disadvantaged communities refer to the areas throughout California which most suffer from a combination of economic, health, and environmental burdens. These burdens include poverty, high unemployment, air and water pollution, presence of hazardous wastes as well as high incidence of asthma and heart disease. CalEnviroScreen, an analytical tool created by the California Environmental Protection Agency (CalEPA), combines different types of census tract-specific information into a score to determine which communities are the most burdened or "disadvantaged."

environmental sustainability our daily reality) by providing a program that promotes energy efficiency and conservation, and enhances health and sustainable practices in the County.

### **FISCAL IMPACT/FINANCING**

Because of the timing with the budget cycle, the FY 2019-20 Utilities Budget does not include the appropriation and funding to implement the HSR program. As a result, an appropriation adjustment of \$454,000 is needed to hire a consultant to provide the technical services of the program. This will be funded by the Grant resulting in no net County cost (NCC). Acceptance of this Grant does not commit the County to provide ongoing services and there is no match requirement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On February 28, 2019 CDFA released a Request for Proposals to apply for HSR funding. On April 25, 2019, ISD submitted the attached Proposal (Attachment 1), which was approved for funding by the CDFA July 18, 2019.

Upon approval by your Board to accept the grant, ISD will issue a competitive solicitation through its Energy Efficiency Services Master Agreement (EESMA) for an experienced and qualified energy efficiency consultant to implement the HSR program. Under ISD's management and direction, the hired consultants will provide all of the technical services that are offered by the HSR program.

As part of the agreement to accept the grant, ISD will be required to provide the CDFA with reports that track program activity and performance.

### **CONCLUSION**

Upon Board approval, please return three individually certified copies of the adopted Board Letter and two signed Resolutions to ISD.

Respectfully submitted,

SCOTT MINNIX  
Director

Each Supervisor  
October 1, 2019  
Page 4

SM:SH:ML:lm

#### Attachments

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

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	September 12, 2019	
<b>BOARD MEETING</b>	October 1, 2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	ALL DISTRICTS	
<b>DEPARTMENT</b>	INTERNAL SERVICES	
<b>SUBJECT</b>	Pay Phone Service Contract with Littlejohn Communications Inc.	
<b>PROGRAM</b>		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The previous contract expired on August 20, 2019, and a purchase order has been issued to continue services and transfer ownership of telephones from the incumbent, Western Communications, Inc. to Littlejohn Communications, Inc. The recommendations will ensure pay phone services to the County employees and the public continue.	
	Total cost: \$ 199,356 per Year	Funding source: Fiscal Year 2019-20 Telephone Utilities Budget.
	<b>TERMS (if applicable):</b> Initial period of five (5) years, with two (2) optional one-year extensions, and six (6) month to month extensions, for a maximum total Contract term of 7 (7) years and six (6) months	
	There is a total of 449 pay phones throughout the County supported by the recommended contract that consist of two different types of pay phone services: <ul style="list-style-type: none"> <li>• Concession Pay Phones. These phones the public pays to use. These phones typically have a higher volume of usage which generates income for the County. The County will receive 50% of the revenue for those concession pay phones producing revenue of \$100 or more each month. Based on historical revenue data, annual revenue is estimated to be \$12,000/year.</li> <li>• Convenience Pay Phones: These phones are offered as convenience to the public at County facilities and do not generate income for the County. The County will pay a fee of \$37 per month for each convenience pay phone to cover line usage, phone repairs, and cleaning. The total fee, based on the current inventory, is projected to be \$199,356 annually. The monthly fees are billed to the departments with pay phones located at their facilities.</li> </ul> The estimated first year cost of the contract is \$187,356 (\$199,356 in expenses less \$12,000 in anticipated revenue).	
<b>PURPOSE OF REQUEST</b>	The Internal Services Department (ISD) seeks Board approval to award and execute a contract for the approval of a Pay Phone Service Contract with Littlejohn Communications Inc.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	On October 9, 2018, ISD issued a Request for Bids to solicit proposals for a. On November 15, 2018, three (3) proposals were received. All three (3) bids met the minimum requirements. Littlejohn Communications, Inc. was the lowest qualified bidder. Western Communication Systems, Inc., incumbent, was ranked 3 out of 3.  <b>Current Contract:</b> Concession Pay Phone Revenue Share - 40% Convenience Pay Phone Fee - \$38/ea  <b>Proposed Contract:</b> Concession Pay Phone Revenue Share - 50% Convenience Pay Phone Fee - \$37/ea	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	<ul style="list-style-type: none"> <li>• Christie Carr, Division Manager, ISD Contracting Division</li> <li>• (323) 267-3101, ccarr@isd.lacounty.gov</li> </ul>	



SCOTT MINNIX  
Director

## County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

*"Trusted Partner and Provider of Choice"*

Telephone: (323) 267-2103  
FAX: (323) 264-7135

October 1, 2019

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

Dear Supervisors:

**APPROVAL TO AWARD AND EXECUTE A CONTRACT WITH LITTLEJOHN  
COMMUNICATIONS, INC. FOR PAY PHONE SERVICES  
(ALL DISTRICTS 3 -VOTES)**

**SUBJECT**

Request for approval of a contract to provide pay phone services at various County facilities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director, Internal Services Department (ISD), or his designee, to award a contract for pay phones services with Littlejohn Communications, Inc. to provide pay phone services effective upon Board approval for a period of five (5) years, with two (2) optional one-year periods and six (6) optional month-to-month extensions, at an estimated first year contract cost of \$199,536, and aggregate cost of \$996,780 for the first initial term.
2. Authorize the Director of the Internal Services Department (ISD), or designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contract; execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity, upon review by County Counsel.
3. Authorize the Director of ISD, or designee, to execute contract amendments to, make necessary changes to the scope of services; and convert the pay structure for individual pay phones contingent on usage.



### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

ISD currently manages a contract to provide pay phone services for 449 pay phones for both County use and public use at various County facilities including County parks, hospitals and Superior Courts. The services also includes pay phone maintenance as well as coin collected activities. The previous contract expired on August 20, 2019, and a purchase order has been issued to continue services and transfer ownership of telephones from the incumbent, Western Communications, Inc. to Littlejohn Communications, Inc. The recommendations will ensure pay phone services to the County employees and the public continue without disruption.

### **Implementation of Strategic Plan Goals**

The recommended contract supports the County Strategic Plan II (Foster Vibrant and Resilient Communities) by providing effective communication services to County constituents at various County facilities.

### **FISCAL IMPACT/FINANCING**

There are two types of pay phone services under this contract:

- Concession Pay Phones. These phones are located at County buildings that the public pays to use. These phones typically have a higher volume of usage (over \$100 month), which generates income for the County.
- Convenience Pay Phones: These phones are located at various County buildings. These phones are used occasionally and offered as convenience to the public and do not generate revenue for the County.

Total expenditures under the recommended contract will vary depending on the usage and the number of concessions and convenience pay phones as follows:

- Concession Pay Phones: The County will receive 50 percent of the revenue for those concession pay phones producing \$100 or more of revenue each month. Based on historical revenue data, annual revenue is estimated to be \$12,000 per year. There is no revenue sharing percentage for pay phones generating less than \$100 per month. Revenue associated with this category of pay phones has been included in the Fiscal Year 2019-20 Telephone Utilities Budget.
- Convenience Pay Phones: Convenience pay phones represent those phones that generate less than \$100 per month. The County will pay a fee of \$37 per month for each convenience pay phone to cover line usage, phone repairs, and cleaning.

The total fee, based on the current inventory, is projected to be \$199,356 annually. The monthly fees are billed to the departments with pay phones located at their facilities.

The projected first-year contract cost is approximately \$187,356 (i.e., \$199,356 in expenses for maintenance of the convenience pay phones less the estimated \$12,000 in revenue from the concession pay phones).

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions, including qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. This contract does not allow for a cost of living adjustment (COLA).

This is not a Proposition A contract and, therefore, not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under this contract do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program", due to the specialized nature of the work.

### **CONTRACTING PROCESS**

On October 9, 2018, ISD released an Invitation for Bids (IFB) for Pay Phone Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 2). Notice of the IFB was sent via electronic mail to 180 vendors registered with the County. In addition, an electronic mail notification regarding the release of the IFB was sent to sixteen (16) vendors (Attachment 3).

On November 15, 2018, three (3) bids were received, and all bids were reviewed for compliance with the minimum requirement criteria as set forth in the IFB. All bids were determined to be in compliance with the minimum requirements. The bid from Littlejohn Communications, Inc., met the minimum requirements and was determined to be the lowest responsive and responsible bid. There were no protests resulting from this solicitation.

ISD issued a purchase order with Littlejohn Communications, Inc. for a 60-day period, from August 20, 2019 to October 20, 2019, in order to allow sufficient time to transfer ownership of the payphones from the incumbent, Western Communications Systems, Inc. to Littlejohn Communications, Inc. The transfer of ownership of the pay phones reduces the costs on this contract, and time, which would otherwise be required to remove, procure and install new pay phones. The County facilities will continue receiving

The Honorable Board of Supervisors  
October 1, 2019  
Page 2

uninterrupted services during the transition. The Littlejohn Communications, Inc. pricing is also more cost effective and provides the County with a higher revenue percentage than the previous contract as shown below:

**Current Contract:**

Concession Pay Phone Revenue Share - 40%  
Convenience Pay Phone Fee - \$38/each

**Proposed Contract:**

Concession Pay Phone Revenue Share - 50%  
Convenience Pay Phone Fee - \$37/each

A summary of Community Business Enterprise Program information for the recommended vendor is attached (Attachment 4). On final analysis, selections were made without regards to gender, race, creed, color or national origin.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services.

**CONCLUSION**

Approval of the recommended actions will allow ISD to continue to provide pay phone services to the County without disruption. The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to ISD's Contracting Division.

Respectfully submitted,

SCOTT MINNIX  
Director

SM:SH:MO:CC:MM  
Attachments

The Honorable Board of Supervisors  
October 1, 2019  
Page 2

c: Chief Executive Officer  
County Counsel



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**LITTLEJOHN COMMUNICATIONS, INC.**

**FOR**

**PAY PHONE SERVICES**

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## **CONTRACT EXHIBITS**

### **CONTRACT FOR PAY PHONE SERVICES**

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- A Statement of Work
- B Pricing Schedule
- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Forms Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

##### **UNIQUE EXHIBITS**

Forms Required at Completion of the Contract when the work Involved Intellectual Property Developed/Designed by the Contractor

- J1 Individual's Assignment and Transfer of Copyright
- J2 Contractor's Assignment and Transfer of Copyright
- J3 Notary Statement for Assignment and Transfer of Copyright
- K Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- L Charitable Contributions Certification



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LITTLEJOHN COMMUNICATIONS, INC.  
FOR  
PAY PHONE SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and **LITTLEJOHN COMMUNICATIONS, INC.** hereinafter referred to as Contractor. **LITTLEJOHN COMMUNICATIONS, INC.** is located at PO Box 176, Malibu, CA 90265.

**RECITALS**

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

WHEREAS, the Contractor is a private firm specializing in providing Pay Phone Services; and

WHEREAS, County desires to contract with Contractor to provide pay phone services for County.

WHEREAS, this Contract is therefore authorized under California Government Code Section 23004;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

### **Unique Exhibits:**

#### **Intellectual Property Developed/Designed by Contractor Forms**

- 1.10 Exhibit J - Forms Required at Completion of Contracts Involving Intellectual Property Developed/Designed by the Contractor

#### **Business Associate Agreement under Health Insurance Portability and Accountability Act (HIPAA)**

- 1.11 Exhibit K - Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

## 2.0 DEFINITIONS

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

- 2.1 **Aggregator:** The term "Aggregator" shall mean any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services.
- 2.2 **Concession Revenue:** The term "Concession Revenue" shall mean Gross Revenue (as such term is defined below) from all calls generated by the Concession Phones (as such term is defined below).
- 2.3 **Concession Phones.** The term "Concession Phones" shall mean those Pay Phones (as such term is defined below) that are determined by the County, in its sole discretion, to be profitable, and which are listed in Exhibit C (Pay Phone Inventory) of AExhibit A (Statement of Work) of the Contract. Concession Phones generate monthly Gross Revenue (as such term is defined below) of \$100.00 or more.
- 2.4 **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.
- 2.5 **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.
- 2.6 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **Convenience Fee:** The term "Convenience Fee" shall mean the total monthly fee paid by County to Contractor for each Convenience Phone (as such term is defined below).
- 2.9 **Convenience Phone:** The term "Convenience Phone" shall mean those Pay Phones that are determined by the County, in its sole discretion, to be not profitable in generating sufficient revenue to

cover the cost of maintaining service, and which are listed in Attachment A.1 (Pay Phone Inventory of Exhibit A (Statement of Work) of the Contract. Convenience Phones remain in service for the convenience of the public. Convenience Phones generate monthly Gross Revenue (as such term is defined below) of less than \$100.00.

- 2.10 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.
- 2.11 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.12 CPUC:** The term "CPUC" shall mean the California Public Utilities Commission.
- 2.13 Day(s):** Calendar day(s) unless otherwise specified.
- 2.14 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.15 Gross Revenue:** The term "Gross Revenues" shall mean all revenues generated by the Pay Phone, including but not limited to, calls paid by coin, calling card, credit card, collect, third party billed, Local, IntraLATA, InterLATA, Computer Internet Access, Prepaid Calling Cards, No-Pay 800 Access, Non-Coin Call Compensation, Advertising and all other originated revenue generated by the telephone.
- 2.16 Inter-exchange Carrier:** The term "Inter-exchange Carrier" means a telecommunications common carrier authorized to provide telecommunications services between LATAs (as such term is defined below).
- 2.17 InterLata:** The term "InterLata" means a connection between two (2) local exchange carriers in different regions.
- 2.18 IntraLata:** The term "IntraLata" means a connection between two (2) telephone companies within the same region.
- 2.19 Inventory List(s)** The term "Inventory List(s)" shall mean the complete list of Convenience Phones and/or Concession Phones that make up Exhibit C (Pay Phone Inventory List) of the Contract.
- 2.20 Invitation for Bids or IFB** The term "Invitation for Bid" or "IFB" shall mean the documents that County distributed to invite bidders to submit pricing and other information regarding their ability to provide a service that is defined by the County.

- 2.21 LATA:** The term "Local Access and Transport Area" or "LATA" means a geographic region assigned to one (1) or more telephone companies for providing communication services.
- 2.22 Pay Phone:** The term "Pay Phone" shall mean a Contractor-owned phone, placed in a County location and available for public use, that requires some form of payment to make phone calls. There are two categories of Pay Phones, Concession Phones and Convenience Phones.
- 2.23 OSP:** The term "OSP" shall mean operator service provider
- 2.24 Rate:** The term "Rate" shall mean the per-minute charge for a telephone call.
- 2.25 Surcharge:** The term "Surcharge" means a one (1) time charge per telephone call.

### **3.0 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 herein.
- 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.
- 3.3** This Contract is not predicated on workload and is subject to fluctuations based on the profit or cost of each Pay Phone. There is no minimum or maximum Contract cost guarantee.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Board of Supervisors or the Internal Services Department (ISD) Director or his/her designee as authorized by the Board of Supervisors). 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 a contract term extension option.

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

## **5.0 CONTRACT SUM**

- 5.1** The Contract sum shall be the total monetary amount payable by County to Contractor for provision of the services specified herein in accordance with Exhibit B (Pricing Schedule) of this Contract.
- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 5.3** The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.
- 5.4 No Payment for Services Provided Following Expiration/ Termination of Contract**

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

payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

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

General Accounting  
County of Los Angeles  
Internal Services Department  
1100 North Eastern Avenue  
Los Angeles, CA 90063

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

**5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program**

Certified LSBEs will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

**5.5.8 Payment by Contractor to County.** Contractor shall pay to County the percentages of Contractor's monthly Concession Revenue from the Pay Phone services set forth in Exhibit B (Pricing Schedule) of this Contract.

**5.5.9** Contractor shall make payment by check issued and payable to County on or before the twenty-fifth (25<sup>th</sup>) day of the calendar month following each month of the term provided herein. For avoidance of doubt, Contractor shall, pursuant to sub-paragraph 5.5.4 above, submit monthly invoices by the fifteenth (15<sup>th</sup>) calendar day of the month following the month of service, and shall make payment to the County of Concession Revenue by the twenty-fifth (25<sup>th</sup>) calendar day of the same month. Payment shall be mailed or otherwise delivered to:

General Accounting  
County of Los Angeles  
Internal Services Department  
1100 North Eastern Avenue  
Los Angeles, CA 90063

**5.5.10** If any payment by Contractor is not received by County by the twenty-fifth (25<sup>th</sup>) day of the calendar month following each month of the term provided herein, a late charge of one-half percent (.005) of the amount due and unpaid, plus a \$100.00 administration fee, shall be added to the payments from Contractor and the total sum shall be immediately due and payable to County. An additional charge of one-half percent (.005) of said amount shall be added for each additional day that said amount remains unpaid.

**5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

**5.6.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with



the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **5.7 Theft and Fraud**

Contractor shall bear full responsibility for fraudulent calls. Contractor agrees that County bears no responsibility for theft of funds; and furthermore, that no stolen or lost funds will be deducted from the Concession Revenue paid to County by Contractor hereunder.

## **5.8 Unbillable/Uncollectible Calls**

Contractor shall bear full responsibility for unbillable and/or uncollectible calls. Contractor agrees that County bears no responsibility for unbillable and/or uncollectible calls; and furthermore that fees for unbillable and/or uncollectible calls may not be deducted from the Concessions Revenue paid to County by Contractor hereunder.

## **5.9 Reports of Receipts**

Each payment submitted by Contractor shall be accompanied by a report of the monthly Gross Revenue for which payment is made.

The content of the report(s) is described in Paragraph 9.0 (Required Reports) of Exhibit A (Statement of Work) of this Contract.

#### **5.10 Payment of Taxes**

Contractor shall be liable and responsible for payment of any and all taxes arising from and/or applying to any and all tasks, goods, services, deliverables, and/or other work performed under this Contract.

### **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. 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's Project Director include:

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

#### **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

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

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

#### **6.3 County's Contract Project Monitor**

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

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

### **7.2 Approval of Contractor's Staff**

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

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

## **7.4 Background and Security Investigations**

- 7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the 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's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor 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 in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G1.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director of ISD or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the

term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of ISD or his/her designee.

- 8.1.3 The Director of ISD or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the

majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's 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 employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

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



- 8.5.1 Within thirty (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.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 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 for County approval.
- 8.5.4 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.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When 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.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County



in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **8.7 Compliance with Civil Rights Laws**

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

#### **8.8 Compliance with County's Jury Service Program**

##### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

##### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service

Program (Section 2.203.070 of the County Code), the Contractor 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 days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor 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 the Contractor

demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

8.9.1 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.

8.9.2 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 reasonably 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. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **8.10 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.

#### **8.11 Consideration of Hiring Gain-Grow Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor 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. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

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

##### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with 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 or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years

but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative 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. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation 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.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

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

### **8.15 County's Quality Assurance Plan**

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

### **8.16 Damage to County Facilities, Buildings or Grounds**

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

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

### **8.17 Risk of Loss or Damage to Equipment**

County will not be responsible for any loss or damage to the equipment provided under this Contract except when such loss or damage is due to fault or negligence by County.

### **8.18 Employment Eligibility Verification**

8.18.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations



including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.18.2 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.

#### **8.19 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments 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.

#### **8.20 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.

#### **8.21 Force Majeure**

- 8.21.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described

above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## **8.22 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 and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.23 Independent Contractor Status**

8.23.1 This Contract is by and between the County and the 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 the County and the 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.

8.23.2 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.

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

8.24.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

#### **8.24 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

#### **8.25 General Provisions for All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

##### **8.25.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional

Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
ISD Contracting Division- ITS Contracts Section  
9150 E. Imperial Highway MS 46  
Attention: ITS Contracts Section Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies

or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.25.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.25.3 Cancellation of or Change in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.25.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which

County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.25.5 Insurer Financial Ratings**

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

#### **8.25.6 Contractor's Insurance Shall Be Primary**

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

#### **8.25.7 Waivers of Subrogation**

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

#### **8.25.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.25.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.25.10 Claims Made Coverage**

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

#### **8.25.11 Application of Excess Liability Coverage**

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

#### **8.25.12 Separation of Insureds**

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

#### **8.25.13 Alternative Risk Financing Programs**

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

#### **8.25.14 County Review and Approval of Insurance Requirements**

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

#### **8.26 Insurance Coverage**

- 8.26.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

- 8.26.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.26.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.



## **8.27 Liquidated Damages**

- 8.27.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
  - (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor,

will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.28 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.

## **8.29 Nondiscrimination and Affirmative Action**

8.29.1 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.

8.29.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship.

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 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 Employment and Housing 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.
- 8.29.8 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 such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.30 Non Exclusivity**

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

### **8.31 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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.32 Notice of Disputes**

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

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

### **8.34 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.35 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 Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.36 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.

### **8.37 Public Records Act**

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and 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 issued by a court of competent jurisdiction.

8.37.2 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.

### **8.38 Publicity**

8.38.1 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; and
- 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 unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.38 shall apply.

### **8.39 Record Retention and Inspection/Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this 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 record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and 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 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.

8.39.1 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. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 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 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.

#### **8.40 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.

#### **8.41 Subcontracting**

- 8.41.1 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.
- 8.41.2 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.
- 8.41.3 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 the Contractor employees.
- 8.41.4 The Contractor shall remain fully 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.
- 8.41.5 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.
- 8.41.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.41.7 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.



- 8.41.8 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:

County of Los Angeles  
ISD Contracting Division- ITS Contracts Section  
9150 E. Imperial Highway MS 46  
Attention: ITS Contracts Section Manager

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.43 Termination for Convenience**

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 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 notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.39, Record Retention and Inspection/Audit Settlement.

#### **8.44 Termination for Default**

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

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

- 8.44.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, 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 sub-paragraph.

- 8.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 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 a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 sub-paragraph 8.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.44.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.43 - Termination for Convenience.
- 8.44.5 The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract

#### **8.45 Termination for Improper Consideration**

- 8.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.

8.45.2 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 (800) 544-6861.

8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.46 Termination for Insolvency**

8.46.1 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) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.47 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County

may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.48 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 future fiscal years unless and until 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.

#### **8.49 Validity**

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

#### **8.50 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 of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.51 Warranty Against Contingent Fees**

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.54 Time Off For Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**8.55 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**8.56 Intentionally Omitted**

**8.57 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**8.58 Compliance with the County Policy of Equity**

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

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 Health Insurance Portability and Accountability Act of 1996 ("HIPAA")**

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require

or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 1.37.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 1.37.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

## **9.2 Local Small Business Enterprise (LSBE) Preference Program**

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

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

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



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

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

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

### **9.3 Ownership of Materials, Software and Copyright**

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide

security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or

unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.5 Contractor's Charitable Activities Compliance**

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

## **9.6 Social Enterprise (SE) Preference Program**

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**9.7 Intentionally Omitted**

**9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).


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

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

Steve Littlejohn  
Littlejohn Communications, Inc.  
Name

By

  
Name  
President  
Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

## **CONTRACT EXHIBITS**

### **CONTRACT FOR PAY PHONE SERVICES**

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## ***STATEMENT OF WORK***



**EXHIBIT A**

**STATEMENT OF WORK**

**FOR**

**COUNTY OF LOS ANGELES**

**PAY PHONE SERVICES**

**APPENDIX B  
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**STATEMENT OF WORK (SOW)  
PAY PHONE SERVICES**

**1.0 Scope of Services**

Contractor shall own all Pay Phones and associated equipment and to provide Pay Phone services for all County locations specified in Pay Phone Inventory (Attachment 2). The Pay Phone Service shall be provided irrespective of the telephone service carrier in accordance with the following:

**1.1 Coin Acceptance Requirements**

Payment by means of depositing coins will be required at all County Pay Phone locations. Coin acceptance shall include United States ("U.S.") nickels, dimes, and quarters. Any new coins contemplated for issuance by the U.S. Mint shall also be accepted if acceptance of these coins becomes an industry standard.

**1.2 Operator Assistance**

Callers shall be able to access an operator by dialing "0" or "00" for assistance at all County Pay Phone locations.

**1.3 911 Emergency Services Access**

Callers shall have access to "911" emergency services at all County Pay Phone locations. For purposes of "911" communication, all County Pay Phone locations shall meet the requirements of the State Code which states, in part, that all Pay Phones shall enable a caller to dial "911" for emergency services, and to reach an operator by dialing "0" without the necessity of inserting a coin.

**1.4 Unblocking of Equal Access Codes**

The Contractor shall provide or facilitate access to 1010XXX, 950 and 1-800 alternate inter-exchange carrier codes.

**1.5 Local and Long Distance Directory Assistance**

Callers shall have access to local and long distance directory assistance at all County Pay Phone locations.

**1.6 Calling Card, Collect and Third Party Access**

Callers shall have access to calling card, collect and third party billed payment options; a zero plus (0+) dialed basis and 1-800 or other toll free access methods at all County Pay Phone locations.

**1.7 0+ Dialing**

The Pay Phone equipment/services shall provide a "bong" tone subsequent to completion of 0+ dialing. If the caller does not enter

any additional numbers after the "bong" tone, the Contractor shall ensure that a live operator will then answer following the "bong" tone.

**1.8 0 and 00 Dialing**

When callers dial a zero and do not enter any additional numbers, the operator service provider ("OSP") shall have a live operator answer to assist the caller.

**1.9 Operator Assistance, Refunds and Credits**

The Contractor shall provide operator services including caller assistance, refunds, and credits.

**1.10 Toll-Free Telephone Maintenance Access**

Contractor shall maintain a toll-free telephone number at which Contractor shall receive and respond to County's service and/or trouble calls. In addition, County will, by use of this telephone number, have ready access to the status of previous County service and/or trouble calls. The toll-free telephone number shall be provided on a twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five/three hundred sixty-six (365/366) days per year basis. Contractor shall respond to any and all calls made to this toll-free telephone number within twenty four (24) hours of the service and/or trouble call. County may, in its sole discretion, escalate any trouble condition that is not satisfied within these timeframes by bypassing this toll-free telephone number and utilizing an escalation procedure, supplied by Contractor and satisfactory to County. Such escalation procedure shall be provided to County under separate cover within thirty (30) days of the execution of this Contract.

**2.0 Procedures**

**2.1 Accessing Telephone Service Request System**

2.1.1. The County will utilize the ISD Telecommunication Expense Management System (EMS System) to submit Service Requests ("Service Requests") to the Contractor. Contractor shall interface with the EMS System for the administration and processing of Service Requests.

2.1.2 Contractor shall work with County's Project Manager to gain access to the EMS System, no later than thirty (30) days prior to start of Contract.

## **2.2 Service Request Process**

The Service Request process shall follow the sequence outlined below:

- 2.2.1 County will submit to Contractor, via the EMS System, a Service Request for installing, changing, terminating or repairing service. The Service Request will specify the address of the Pay Phone(s) and the required service, installation, repair or removal.
- 2.2.2 Contractor shall acknowledge receipt of a Service Request by entering the Service Request receipt date in the EMS System. This acknowledgement shall be entered within four (4) hours following County submission of the Service Request. Service Requests issued after 3:00pm must be acknowledged the next business morning.
- 2.2.3 Contractor shall provide an anticipated completion date, which shall be submitted to County no later than two (2) business days following the Service Request acknowledgement by Contractor.
- 2.2.4 Contractor shall perform all actions and tasks required to complete the Service Request. Contractor shall notify the on-site County contact, as identified in the service request, once work has been completed.
- 2.2.5 Contractor shall enter notification of the Service Request completion in the EMS System within twenty four (24) hours following the Service Request completion.

## **3.0 Maintenance and Repair Services**

Contractor shall maintain Pay Phone equipment in good operating condition to ensure that Pay Phones work at all times. All such maintenance and repair services, including parts and labor, shall be furnished at no charge to the County.

### **3.1 Preventative Maintenance**

Preventative maintenance shall be performed on a schedule during County business hours, consistent with the County's operating requirements, and which is based upon the specific needs of the equipment as determined by the Contractor.

### **3.2 Remedial Maintenance**

Remedial maintenance shall be performed within twenty-four (24) hours after notification is made to Contractor that equipment is inoperative. The Contractor shall be responsible for determining

whether a line access failure is the fault of the local exchange carrier ("LEC"), the inter-exchange carrier ("IXC"), the Contractor's equipment or the County-owned cable facilities. If the Contractor determines that the LEC/IXC is at fault, then the Contractor shall contact the LEC/IXC within twenty-four (24) hours to provide the required repair services. If the failure is determined to be the fault of the Contractor's equipment (hardware, software, or wiring) the problem shall be corrected by the Contractor within twenty-four (24) hours. If the problem is determined to be at the County owned cable facilities, the County shall be notified of the need for repair within twenty-four (24) hours.

### **3.3 On-Site Repair or Replacement**

Contractor shall furnish on-site repair or replacement services as required to ensure the Pay Phone equipment, including any enclosures, is clean and in good working order. Contractor shall provide any and all maintenance materials, tools, documentation, site management guides, diagnostics, and test equipment necessary for such maintenance services. Such items at all times remain the property and responsibility of Contractor.

### **3.4 Contractor Response Requirements**

Contractor shall respond to repair requests made by the County within twenty-four (24) hours and shall restore out-of-service units within forty-eight (48) hours.

## **4.0 Maintenance of Pay Phones and Enclosures**

Contractor shall be responsible for ensuring that all terminals, booths, and enclosures are properly cleaned and maintained. Contractor shall remove all graffiti, stickers, posters, litter, dust and dirt from or within each terminal, booth, or enclosure and from/within a three (3) foot radius surrounding the terminal, exclusive of private property. Cleaning of each terminal, booth or enclosure shall occur a minimum of once per quarter, or more frequently, if dictated by conditions of heavy use, litter, vandalism, etc.

## **5.0 Electrical Service**

### **5.1 County Responsibility**

County will, at its expense, furnish uninterrupted 110-volt AC electrical supply to a point of connection for Pay Phone equipment. Such electricity will be furnished for the operation of lights, fans, lighted signs or similar electrical devices used with the Pay Phone equipment.

**5.2 Contractor Responsibility**

Contractor shall, at Contractor's expense, arrange to make the necessary electrical connections from the point of the County's electrical supply to the Pay Phone equipment, in accordance with the following:

- A. Installations shall comply with National Electrical Code requirements.
- B. Wiring shall be concealed.
- C. If Contractor employs an electrical subcontractor to make electrical connections, Contractor must comply with Paragraph 8.41, Subcontracting, of Appendix A, Contract. Any such independent subcontractor shall be required to provide liability insurance in same amount as required in this Contract of Contractor and shall require that the County be named as an additional insured on said liability insurance in accordance with subparagraph 8.41.8 of the Contract.

**6.0 Conversion, Addition or Removal of Pay Phones****6.1 Conversion from Concession Phone to Convenience Phone**

If, for three (3) consecutive calendar months, the average monthly Gross Revenue of a Concession Phone falls below \$100.00, the Contractor shall provide written notification to the County's Project Manager. Such notification shall identify the Concession Phone by County location. The County's Project Manager will either request removal of the Concession Phone or authorize the conversion of the Concession Phone to a Convenience Phone. Such notification for removal or conversion will be made via the EMS System.

**6.2 Conversion from Convenience Phone to Concession Phone**

For each Convenience Phone which was converted from a Concession Phone pursuant to Section 6.1 above, the Contractor shall, on a quarterly basis, review the Gross Revenue associated with such Concession Phone. If, for three (3) consecutive calendar months, the average monthly Gross Revenue of the Convenience Phone is \$100.00 or more, the Contractor shall, within seven (7) days, provide written notification to the County's Project Manager. Such notification shall identify the Convenience Phone by County location. The County's Project Manager will authorize the conversion back from the Convenience Pay Phone to the Concession Pay Phone. Such notification for conversion will be made via the EMS System.

**6.3 Addition or Removal of Pay Phone**

If the County determines to add or remove a Pay Phone, the notification to add or remove such Pay Phone will be made via the EMS System. Within thirty (30) days of such notification, the Contractor shall add or remove the Pay Phone. Removal shall consist of removing the equipment and enclosure, properly terminating all wiring, ensuring that there is no exposed wiring, and repairing and patching any and all holes resulting from removal.

- 6.4** No work relating to the conversion, addition and/or removal of any Pay Phone shall be performed by the Contractor prior to the submission by the County to the Contractor of a request for conversion, addition and/or removal via the EMS System.

**7.0 Rates, Charges and FCC/CPUC Compliance**

The Contractor shall not charge the caller higher rates than those acceptable to the California Public Utilities Commission ("CPUC") for intrastate calls.

**7.1 Non-Tariff Rates**

The Contractor's initial coin drop rate and any other non-tariff rates shall remain commensurate with the predominant carriers and within industry standards throughout the term of the Contract.

**7.2 Non-Coin Rates**

For non-coin calls, such as operator assisted calls, rates shall be no higher than the tariff rate of the operator services provider ("OSP") selected by the Contractor and acceptable to the CPUC.

**7.3 Rate Increases**

Contractor shall advise County of any tariff or non-tariff rate increase no less than thirty (30) days prior to Contractor's desired implementation date.

**7.4 Instruction Card Display Requirements**

Contractor shall prominently display on each Pay Phone an instruction card identifying the method by which the caller can receive rate information prior to call initiation.

**8.0 Enclosures**

All enclosures, booths, shelves, pedestals, or other mounting apparatus selected for installation shall be approved by the County's Project Manager prior to start of contract.

**9.0 Required Reports**

Contractor shall provide County's Project Manager with monthly and annual reports as described herein.



## **9.1 Monthly Reports**

### **9.1.1 Gross Revenue Report**

The Contractor shall provide a monthly report identifying the total monthly Gross Revenue collected by the Contractor, from each Pay Phone at each location specified in Pay Phone Inventory (Attachment 2). These reports should be in Microsoft Excel format and emailed to Project Manager by the 15<sup>th</sup> of the following month. Such report(s) shall identify traffic level by Pay Phone and shall include, but not necessarily be limited to, the following information:

- A. Total number of calls
- B. Minutes
- C. Amount billed
- D. Concession Revenue earned from Pay Phone usage.

### **9.1.2 Pay Phone Conversion or Removal Report**

The Contractor shall provide a monthly report identifying the completion of conversion from Concession to Convenience, conversion from Convenience to Concession or the removal of Pay Phone(s). These reports should be in Microsoft Excel format and emailed to Project Manager by the 15<sup>th</sup> of the following month.

## **9.2 Annual Reports**

The Contractor shall provide an annual report on or before July 25 of each year that summarizes activity for the County's fiscal year ending June 30 identifying total Gross Revenue collected by the Contractor, and Concession Revenue paid to the County, each on a month-to-month basis. The first such report may be for a period of less than twelve (12) months. These reports should be in Microsoft Excel format and emailed to Project Manager by the 15<sup>th</sup> of the following month. Such report(s) shall identify traffic level by Pay Phone and shall include, but not necessarily be limited to, the following information:

- A. Total number of calls
- B. Minutes
- C. Amount billed
- D. Concession Revenue earned from Pay Phone usage.

## **9.3 Monthly Transition Report**

During the first year of the Contract, Contractor shall provide a monthly report to County's Project Director that indicates the status

of the transfer of service of each Pay Phone from the former service provider to the new service provider. For each Pay Phone, the report shall identify the location/address, former telephone number, new telephone number, former service provider, new service provider, and date of service transition.

#### **10.0 Performance Requirements Summary**

County will monitor required services as set forth in Exhibit 2 (Performance Requirements Summary/PRS). The services set forth in the PRS are intended to be completely consistent with the Contract, and are not meant, in any case, to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract. In any case of apparent inconsistency between services as stated in the Contract and the PRS, the meaning apparent in the Contract will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract, that apparent service will be null and void, and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Contract, County shall have the option to apply the following non-performance remedies:

- 10.1 County will immediately give verbal notice and written confirmation of a Contract discrepancy to the Contractor's PM or designee whenever a Contract discrepancy is identified. Contractor shall resolve the problem within five (5) business days after notification, or a time period mutually agreed upon by County and Contractor.
- 10.2 County will determine whether a formal Contract discrepancy report (CDR) shall be issued. This includes discrepancies not resolved through verbal notices or discrepancies that warrant the bypass of a verbal notice. Upon receipt of a CDR, Contractor must respond in writing to County within ten (10) days of CDR notice, acknowledging the identified discrepancies or presenting contrary evidence. Contractor shall submit a corrective action plan for all deficiencies identified in the CDR to County within fifteen (15) days of CDR notice. The corrective action plan, subject to approval by County, must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 10.3 Reduce payment to Contractor or assess fees by a computed amount based on the PRS and pursuant to Contract, paragraph 5.5 (Invoices and Payments).
- 10.4 Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.

- 10.5 Failure of Contractor to comply with, or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within ten (10) business days, shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice(s).

## ***PRICING SCHEDULE***

<b>PRICING SCHEDULE</b>	
<p><b><u>CONVENIENCE FEE</u></b></p> <p>For each Pay Phone identified in Pay Phone Inventory (Exhibit C) as a Convenience Phone (i.e., generates monthly Gross Revenue of less than \$100.00), the Convenience Fee payable by County to Contractor is:</p>	<p><b>\$ 37.00/ea Monthly Cost Per Phone</b></p>
<p><b><u>CONCESSION REVENUE</u></b></p> <p>For each Concession Phone identified in Pay Phone Inventory (Exhibit C) as a Concession Phone (i.e., generates monthly Gross Revenue of \$100.00 or more), the percentage of monthly Concession Revenue payable by Contractor to County is:</p>	<p><b>50%</b></p>

***PAY PHONE INVENTORY***

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
1	2132686730	Library	151 E. Carson Street	Carson	X	
2	2132689952	P&R	15501 E. Arrow Hwy	Irwindale	X	
3	2134808009	Court	600 Commonwealth	Los Angeles	X	
4	2134808210	Court	600 Commonwealth	Los Angeles	X	
5	2134808307	Court	600 Commonwealth	Los Angeles	X	
6	2134808308	Court	600 Commonwealth	Los Angeles	X	
7	2134808448	Court	600 Commonwealth	Los Angeles	X	
8	2134808500	Court	600 Commonwealth	Los Angeles	X	
9	2134808608	Court	600 Commonwealth	Los Angeles	X	
10	2134808737	Court	600 Commonwealth	Los Angeles	X	
11	2134808978	Court	600 Commonwealth	Los Angeles	X	
12	2134809501	Court	600 Commonwealth	Los Angeles	X	
13	2136131336	DPSS	813 E. 4th Place	Los Angeles		X
14	2136223298	DHS	512-522 S. San Pedro	Los Angeles	X	
15	2136259071	BOS	500 W. Temple St.	Los Angeles	X	
16	2136259073	BOS	500 W. Temple St.	Los Angeles	X	
17	2136259074	Court	110 N. Grand Avenue	Los Angeles	X	
18	2136259077	BOS	500 W. Temple St.	Los Angeles	X	
19	2136259078	BOS	500 W. Temple St.	Los Angeles	X	
20	2136259105	Court	111 N. Hill Street	Los Angeles	X	
21	2136259151	Court	111 N. Hill Street	Los Angeles	X	
22	2136259181	Court	110 N. Grand Avenue	Los Angeles	X	
23	2136259213	Court	110 N. Grand Avenue	Los Angeles	X	
24	2136259214	Court	111 N. Hill Street	Los Angeles	X	
25	2136259228	Court	110 N. Grand Avenue	Los Angeles	X	
26	2136259229	Court	111 N. Hill Street	Los Angeles	X	
27	2136259232	Court	110 N. Grand Avenue	Los Angeles	X	
28	2136259239	Court	111 N. Hill Street	Los Angeles	X	
29	2136259241	Court	111 N. Hill Street	Los Angeles	X	
30	2136259249	Court	111 N. Hill Street	Los Angeles	X	
31	2136259251	Court	110 N. Grand Avenue	Los Angeles	X	
32	2136259263	Court	110 N. Grand Avenue	Los Angeles	X	
33	2136259269	Court	111 N. Hill Street	Los Angeles	X	
34	2136259500	Court	210 W. Temple	Los Angeles	X	
35	2136259524	ISD	1055 N. Alameda St.	Los Angeles	X	
36	2136259527	Court	110 N. Grand Avenue	Los Angeles	X	
37	2136259542	BOS	500 W. Temple St.	Los Angeles	X	
38	2136259560	BOS	500 W. Temple St.	Los Angeles	X	
39	2136259571	BOS	500 W. Temple St.	Los Angeles	X	
40	2136259574	BOS	500 W. Temple St.	Los Angeles	X	
41	2136259578	BOS	500 W. Temple St.	Los Angeles	X	
42	2136259581	BOS	500 W. Temple St.	Los Angeles	X	

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
43	2136259582	BOS	500 W. Temple St.	Los Angeles	X	
44	2136259583	BOS	500 W. Temple St.	Los Angeles	X	
45	2136259585	BOS	500 W. Temple St.	Los Angeles	X	
46	2136259610	Court	210 W. Temple	Los Angeles	X	
47	2136259615	Court	210 W. Temple	Los Angeles	X	
48	2136259619	Court	210 W. Temple	Los Angeles	X	
49	2136259721	Court	210 W. Temple	Los Angeles	X	
50	2136259745	Court	210 W. Temple	Los Angeles	X	
51	2136259810	Court	210 W. Temple	Los Angeles	X	
52	2136259826	BOS	500 W. Temple St.	Los Angeles	X	
53	2136259832	BOS	500 W. Temple St.	Los Angeles	X	
54	2136259833	BOS	500 W. Temple St.	Los Angeles	X	
55	2136259844	Court	210 W. Temple	Los Angeles	X	
56	2136259846	BOS	500 W. Temple St.	Los Angeles	X	
57	2136259848	BOS	500 W. Temple St.	Los Angeles	X	
58	2136259854	Court	210 W. Temple	Los Angeles	X	
59	2136259858	Court	210 W. Temple	Los Angeles	X	
60	2136259877	BOS	500 W. Temple St.	Los Angeles	X	
61	2136259882	Court	210 W. Temple	Los Angeles	X	
62	2136259906	BOS	500 W. Temple St.	Los Angeles	X	
63	2136269222	Court	429 Bauchet Street	Los Angeles	X	
64	2136269315	DA	223 N. Broadway	Los Angeles	X	
65	2136269500	Court	110 N. Grand Avenue	Los Angeles	X	
66	2136269703	Court	429 Bauchet Street	Los Angeles	X	
67	2136269704	Court	429 Bauchet Street	Los Angeles	X	
68	2136269718	Court	429 Bauchet Street	Los Angeles	X	
69	2136269917	Court	429 Bauchet Street	Los Angeles	X	
70	2137411632	DPSS	2707 S. Grand Avenue	Los Angeles		X
71	2137458191	DHS	2829 S. Grand Avenue	Los Angeles	X	
72	2137458204	DHS	2829 S. Grand Avenue	Los Angeles	X	
73	2137458248	Court	1945 S. Hill Street	Los Angeles	X	
74	2137458393	Court	1945 S. Hill Street	Los Angeles	X	
75	2137458567	Court	1945 S. Hill Street	Los Angeles	X	
76	2137458636	Court	1945 S. Hill Street	Los Angeles	X	
77	2137458919	Court	1945 S. Hill Street	Los Angeles	X	
78	2137459203	Court	1945 S. Hill Street	Los Angeles	X	
79	2137459589	DPSS	2707 S. Grand Avenue	Los Angeles		X
80	2137459857	Court	1945 S. Hill Street	Los Angeles	X	
81	2139720875	Sheriff	450 Bauchet Street	Los Angeles		X
82	2139720881	Sheriff	450 Bauchet Street	Los Angeles		X
83	2139721901	Court	110 N. Grand Avenue	Los Angeles	X	
84	2139721905	Court	111 N. Hill Street	Los Angeles	X	
85	2139721906	Court	111 N. Hill Street	Los Angeles	X	



	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
86	2139721911	Court	110 N. Grand Avenue	Los Angeles	X	
87	2139721961	Sheriff	450 Bauchet Street	Los Angeles		X
88	2139721979	Sheriff	450 Bauchet Street	Los Angeles		X
89	2139724096	Sheriff	450 Bauchet Street	Los Angeles		X
90	2139729022	Court	111 N. Hill Street	Los Angeles	X	
91	2139729060	Court	429 Bauchet Street	Los Angeles	X	
92	2139729090	Court	429 Bauchet Street	Los Angeles	X	
93	2139729101	Court	111 N. Hill Street	Los Angeles	X	
94	2139729103	Court	110 N. Grand Avenue	Los Angeles	X	
95	2139729180	Court	429 Bauchet Street	Los Angeles	X	
96	2139729327	Court	110 N. Grand Avenue	Los Angeles	X	
97	2139729330	Court	110 N. Grand Avenue	Los Angeles	X	
98	2139729331	Court	111 N. Hill Street	Los Angeles	X	
99	2139729333	Court	110 N. Grand Avenue	Los Angeles	X	
100	2139729336	Court	110 N. Grand Avenue	Los Angeles	X	
101	2139729337	Court	110 N. Grand Avenue	Los Angeles	X	
102	2139729339	Court	110 N. Grand Avenue	Los Angeles	X	
103	2139729343	Court	110 N. Grand Avenue	Los Angeles	X	
104	2139729345	Court	110 N. Grand Avenue	Los Angeles	X	
105	2139729886	Court	110 N. Grand Avenue	Los Angeles	X	
106	2139729889	Court	210 W. Temple	Los Angeles	X	
107	2139779235	DHS	313 N. Figueroa	Los Angeles	X	
108	2139779707	DHS	241 N. Figueroa	Los Angeles	X	
109	3102979049	Court	11701 S. La Cienega	Los Angeles	X	
110	3102979052	Library	5335 W. 135th Street	Hawthorne	X	
111	3102979058	Court	11701 S. La Cienega	Los Angeles	X	
112	3102979192	Court	11701 S. La Cienega	Los Angeles	X	
113	3103200414	DHS	1000 W. CARSON ST.	TORRANCE	X	
114	3103200815	DHS	1000 W. CARSON ST.	TORRANCE	X	
115	3103200839	DHS	1000 W. CARSON ST.	TORRANCE	X	
116	3103526333	P&R	3353 REDONDO BEACH BLVD.	LAWNDALE	X	
117	3103931052	Court	1725 Main Street	Santa Monica	X	
118	3103931349	Court	1725 Main Street	Santa Monica	X	
119	3104149167	P&R	12001 Vista Del Mar	Playa del Rey	X	
120	3104194598	P&R	10828 Condon	Inglewood	X	
121	3104199392	Court	111 W. Regent	Inglewood	X	
122	3104199840	DHS	123 W. Manchester	Inglewood	X	
123	3104199919	DHS	123 W. Manchester	Inglewood	X	
124	3104458731	DMH	11080 W. Olympic Blvd.	Los Angeles	X	
125	3104773781	DPSS	11110 W. Pico Blvd,	Los Angeles	X	
126	3105139289	DHS	1325 Broad Avenue	Wilmington	X	

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
127	3105149576	P&R	1801 Paseo Del Mar	San Pedro	X	
128	3105158097	Library	17909 S. Avalon Blvd.	Carson	X	
129	3105158450	DA	20221 S. Hamilton Ave	Torrance	X	
130	3105158640	P&R	360 W. El Segundo	Los Angeles	X	
131	3105159450	P&R	419 E. 192nd Street	Carson	X	
132	3105339005	DHS	1000 W. CARSON STREET	Torrance	X	
133	3105339213	DHS	1000 W. CARSON STREET	Torrance	X	
134	3105339254	DHS	1000 W. CARSON STREET	Torrance		X
135	3105339329	DHS	1000 W. CARSON STREET	Torrance	X	
136	3105339341	DHS	1000 W. CARSON STREET	Torrance	X	
137	3105339425	DHS	1000 W. CARSON STREET	Torrance	X	
138	3105339430	DHS	1000 W. CARSON STREET	Torrance	X	
139	3105339441	DHS	1000 W. CARSON STREET	Torrance	X	
140	3105339442	DHS	1000 W. CARSON STREET	Torrance	X	
141	3105339464	DHS	1000 W. CARSON STREET	Torrance	X	
142	3105339465	DHS	1000 W. CARSON STREET	Torrance	X	
143	3105339511	DHS	1000 W. CARSON STREET	Torrance	X	
144	3105339517	DHS	1000 W. CARSON STREET	Torrance	X	
145	3105339544	Court	825 Maple Street	Torrance	X	
146	3105339646	Court	825 Maple Street	Torrance	X	
147	3105339649	Court	825 Maple Street	Torrance	X	
148	3105339682	Court	825 Maple Street	Torrance	X	
149	3105339706	Court	3221 W. Torrance Blvd.	Torrance	X	
150	3105339827	DHS	1000 W. CARSON STREET	Torrance	X	
151	3105339830	DHS	1000 W. CARSON STREET	Torrance	X	
152	3105339910	Court	825 Maple Street	Torrance	X	
153	3105339929	DHS	1000 W. CARSON STREET	Torrance	X	
154	3105339977	DHS	1000 W. CARSON STREET	Torrance	X	
155	3105509467	Court	9355 Burton Way	Beverly Hills	X	

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
156	3106048804	Court	200 W. Compton	COMPTON	X	
157	3106048813	Court	200 W. Compton	COMPTON	X	
158	3106049005	DHS	1720 E. 120th Street	Los Angeles	X	
159	3106049007	DHS	1720 E. 120th Street	Los Angeles	X	
160	3106049102	DHS	1720 E. 120th Street	Los Angeles		X
161	3106049104	DHS	1720 E. 120th Street	Los Angeles	X	
162	3106049105	DMH	1720 E. 120th Street	Los Angeles		X
163	3106049106	DMH	1720 E. 120th Street	Los Angeles		X
164	3106318036	DHS	1720 E. 120th Street	Los Angeles	X	
165	3106370727	P&R	2291 E. 121st Street	Compton	X	
166	3106374237	DPSS	17600 S. Santa Fe Ave.	COMPTON	X	
167	3106374303	DPSS	17600 S. Santa Fe Ave.	COMPTON	X	
168	3106374328	DPSS	17600 S. Santa Fe Ave.	COMPTON	X	
169	3106374464	DPSS	2959 E. Victoria	Los Angeles	X	
170	3106374726	Library	11322 Bullis Road	Lynwood	X	
171	3106374760	Court	200 W. Compton	Compton	X	
172	3106374769	Court	200 W. Compton	Compton	X	
173	3106374770	Court	200 W. Compton	Compton	X	
174	3106374785	Court	200 W. Compton	Compton	X	
175	3106374789	Court	200 W. Compton	Compton	X	
176	3106374794	Court	200 W. Compton	Compton	X	
177	3106374840	Court	200 W. Compton	Compton	X	
178	3106374847	Court	200 W. Compton	Compton	X	
179	3106374848	DPSS	2959 E. Victoria	Los Angeles	X	
180	3106374855	Court	200 W. Compton	Compton	X	
181	3106374878	DHS	12021 S. Wilmington	Los Angeles	X	
182	3106375327	DPSS	17600 S. Santa Fe Ave.	COMPTON	X	
183	3106375329	Library	240 W. Compton Blvd.	Compton	X	
184	3106377591	DMH	1720 E. 120th Street	Los Angeles	X	
185	3106379761	DMH	1720 E. 120th Street	Los Angeles	X	
186	3106428694	DPW	5520 W. 83rd Street	Los Angeles	X	
187	3106428782	DPSS	5200 W. Century Blvd	Los Angeles	X	
188	3106430712	P&R	12601 S. ISIS AVE.	HAWTHORNE	X	
189	3106487804	P&R	12501 Vista Del Mar	Playa del Rey	X	
190	3106689039	DMH	1720 E. 120th Street	Los Angeles	X	
191	3106699458	P&R	14812 S. Stanford Ave.	COMPTON	X	
192	3107830571	DHS	1000 W. CARSON ST.	TORRANCE	X	
193	3109739013	Library	12700 S. Grevillea	Hawthorne	X	
194	3109739625	Library	14433 Crenshaw Blvd.	Gardena	X	
195	3109739906	Library	12700 S. Grevillea	Hawthorne	X	
196	3232210392	DHS	1983 Marengo St.	Los Angeles	X	
197	3232210398	DHS	1983 Marengo St.	Los Angeles	X	
198	3232212687	DHS	1983 Marengo St.	Los Angeles	X	

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
199	3232213834	DHS	1983 Marengo St.	Los Angeles	X	
200	3232217329	DHS	1983 Marengo St.			X
201	3232217361	DHS	1983 Marengo St.	Los Angeles	X	
202	3232217383	DHS	1983 Marengo St.	Los Angeles	X	
203	3232217398	DHS	1983 Marengo St.	Los Angeles	X	
204	3232217883	DHS	1983 Marengo St.	Los Angeles	X	
205	3232233556	DHS	1983 Marengo St.	Los Angeles		X
206	3232237394	DPSS	4077 Mission Avenue	Los Angeles	X	
207	3232249015	DHS	2010 Zonal Avenue	Los Angeles	X	
208	3232249085	DHS	2010 Zonal Avenue	Los Angeles	X	
209	3232249108	DHS	1200 N. State Street	Los Angeles	X	
210	3232249215	DHS	2010 Zonal Avenue	Los Angeles	X	
211	3232249233	DHS	2010 Zonal Avenue	Los Angeles	X	
212	3232249287	DHS	1200 N. State Street	Los Angeles	X	
213	3232249364	DHS	2010 Zonal Avenue	Los Angeles	X	
214	3232249465	Court	1601 Eastlake Avenue	Los Angeles	X	
215	3232249538	DHS	1300 N. Mission Road	Los Angeles	X	
216	3232249549	DHS	2010 Zonal Avenue	Los Angeles	X	
217	3232249984	DPSS	2200 Humboldt	Los Angeles	X	
218	3232258296	DHS	1983 Marengo St.	Los Angeles	X	
219	3232269570	DHS	1983 Marengo St.	Los Angeles	X	
220	3232270714	DHS	1983 Marengo St.	Los Angeles		X
221	3232275243	DHS	1983 Marengo St.	Los Angeles	X	
222	3232278949	DHS	1983 Marengo St.	Los Angeles	X	
223	3232329342	DHS	5850 S. Main Street	Los Angeles	X	
224	3232329348	DHS	5850 S. Main Street	Los Angeles	X	
225	3232329349	DHS	5850 S. Main Street	Los Angeles	X	
226	3232329357	DHS	5850 S. Main Street	Los Angeles	X	
227	3232329559	DHS	5850 S. Main Street	Los Angeles	X	
228	3232329653	DHS	5850 S. Main Street	Los Angeles	X	
229	3232381919	P&R	1244 E. 61st St.	Los Angeles	X	
230	3232420468	DPSS	1819 CHARLIE SIFFORD DR.	Los Angeles	X	
231	3232420599	DPSS	1819 120th St.	Los Angeles	X	
232	3232420793	DPSS	1819 120th St.	Los Angeles	X	
233	3232569843	DMH	5321 Via Marisol	Los Angeles	X	
234	3232659384	P&R	4914 E. Cesar Chavez	Los Angeles	X	
235	3232659752	ISD	1110 N. Eastern Ave.	Los Angeles	X	
236	3232675734	Court	201 Centre Plaza Drive	Monterey Park	X	
237	3232678315	ISD	1102 N. Eastern Ave.	Los Angeles	X	
238	3232679204	Sheriff	5019 E. 3rd Street	Los Angeles	X	
239	3232679426	PROB	214 S. Fetterly Avenue	Los Angeles	X	

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
240	3232679500	DPSS	2855 E. Olympic Blvd.	Los Angeles	X	
241	3232679573	Court	214 S. Fetterly Avenue	Los Angeles	X	
242	3232679575	DPSS	813 E. 4th Place	Los Angeles	X	
243	3232679581	DPSS	813 E. 4th Place	Los Angeles	X	
244	3232679664	DHS	245 S. Fetterly Avenue	Los Angeles	X	
245	3232679668	Court	210 Centre Plaza Dr.	Monterey Park	X	
246	3232679672	DHS	245 S. Fetterly Avenue	Los Angeles		X
247	3232679776	ISD	1102 N. Eastern Ave.	Los Angeles	X	
248	3232760756	DHS	1983 Marengo St.	Los Angeles	X	
249	3232761383	DHS	1983 Marengo St.	Los Angeles	X	
250	3232765907	DHS	1983 Marengo St.	Los Angeles	X	
251	3232765909	DHS	1983 Marengo St.	Los Angeles	X	
252	3232765940	DHS	1983 Marengo St.	Los Angeles	X	
253	3232765945	DHS	1983 Marengo St.	Los Angeles	X	
254	3232765964	DHS	1983 Marengo St.	Los Angeles	X	
255	3232765979	DHS	1983 Marengo St.	Los Angeles	X	
256	3232766276	DHS	1983 Marengo St.	Los Angeles	X	
257	3232766754	DHS	1983 Marengo St.	Los Angeles	X	
258	3232833619	P&R	15501 E. Arrow Hwy	Baldwin Park	X	
259	3232988521	PROB	3606 Exposition Blvd.	Los Angeles	X	
260	3232989137	DMH	3751 Stocker Street	Los Angeles	X	
261	3232989673	PROB	3606 Exposition Blvd.	Los Angeles	X	
262	3233174709	P&R	26300 Crenshaw Blvd.	Palos Verdes P	X	
263	3233429605	DHS	1983 Marengo St.	Los Angeles	X	
264	3233430497	DHS	1983 Marengo St.	Los Angeles	X	
265	3233431178	DHS	1983 Marengo St.	Los Angeles	X	
266	3233431509	DHS	1983 Marengo St.	Los Angeles	X	
267	3233431769	DHS	1983 Marengo St.	Los Angeles	X	
268	3233438762	DHS	1983 Marengo St.	Los Angeles	X	
269	3233438846	DHS	1983 Marengo St.	Los Angeles	X	
270	3233439041	DHS	1983 Marengo St.	Los Angeles	X	
271	3233439367	DHS	1983 Marengo St.	Los Angeles	X	
272	3233439934	DHS	1983 Marengo St.	Los Angeles	X	
273	3233439981	DHS	1983 Marengo St.	Los Angeles	X	
274	3233570509	DPSS	10728 S. Central Ave.	Los Angeles	X	
275	3233571015	P&R	1400 E. 118 St.	Los Angeles	X	
276	3234189702	DMH	2311 W. El Segundo	Hawthorne	X	
277	3234189984	P&R	11911 S. Vermont	Los Angeles	X	
278	3234411649	DHS	1983 Marengo St.	Los Angeles	X	
279	3234419061	P&R	1525 Alcazar	Los Angeles	X	
280	3234620364	DMH	1224 Vine Street	Los Angeles	X	
281	3234620365	DMH	1224 Vine Street	Los Angeles	X	

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
282	3235609224	DPSS	8130 Atlantic	Cudahy	X	
283	3235609622	DPSS	8130 Atlantic	Cudahy	X	
284	3235669107	DPSS	10728 S. Central Ave.	Los Angeles	X	
285	3235669442	DPSS	10728 S. Central Ave.	Los Angeles	X	
286	3235669746	Sheriff	11701 S. ALAMEDA	LYNWOOD		X
287	3235669981	Library	4035 Tweedy	Southgate	X	
288	3235692350	P&R	1335 E. 103rd	Los Angeles	X	
289	3235859534	PROB	8526 S. Grape Street	Los Angeles	X	
		Library	6518 Miles Avenue	Huntington Park	X	
290	3235879307					
291	3235879850	DPSS	1740 E. Gage	Los Angeles	X	
292	3237258954	DHS	5557 Ferguson Drive	Los Angeles	X	
293	3237258955	DHS	5557 Ferguson Drive	Los Angeles	X	
294	3237258994	DHS	5555 Ferguson Drive	Los Angeles	X	
295	3237259051	DMH	1436 Goodrich	Los Angeles	X	
296	3237259648	Library	1550 W. Beverly Blvd.	Los Angeles	X	
297	3237779569	P&R	9637 S. Western Ave.	Los Angeles	X	
298	5624067590	Library	12350 E. Imperial Hwy.	Norwalk	X	
299	5624208965	Library	6600 Del Amo Blvd.	Lakewood	X	
300	5624212371	P&R	3101 E. Carson	Lakewood	X	
301	5624254954	DCFS	4060 Watson Plaza Dr	Lakewood	X	
302	5624629041	Court	12720 S. Norwalk Blvd.	Norwalk	X	
303	5624629247	Court	12720 S. Norwalk Blvd.	Norwalk	X	
304	5624890804	DHS	1333 Chestnut Ave.	Long Beach	X	
305	5624890806	DMH	1975 Long Beach Blvd.	Long Beach	X	
		Library	16254 Colorado Avenue	Paramount	X	
306	5626309816					
		P&R	18150 Pathfinder Road	Rowland Heights	X	
307	5626971538					
308	5628030392	DHS	7601 Imperial Highway	Downey	X	
309	5628031017	DHS	7601 Imperial Highway	Downey	X	
310	5628031464	Court	7500 Imperial Highway	Downey	X	
311	5628033274	DHS	7601 Imperial Highway	Downey	X	
312	5628033637	DHS	7601 Imperial Highway	Downey	X	
313	5628033754	DHS	7601 Imperial Highway	Downey	X	
314	5628034975	DHS	7601 Imperial Highway	Downey	X	
315	5628035423	DHS	7601 Imperial Highway	Downey	X	
316	5628035807	ISD	9150 Imperial Highway	Downey	X	
317	5628035817	ISD	9150 Imperial Highway	Downey	X	
318	5628035834	ISD	9150 Imperial Highway	Downey	X	
319	5628035837	ISD	9150 Imperial Highway	Downey	X	
320	5628035839	ISD	9150 Imperial Highway	Downey	X	
321	5628041309	Court	10025 Flower Street	Bellflower	X	



	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
322	5628641582	Court	12720 S. Norwalk Blvd.	Norwalk	X	
	5628650983	DMH	17707 Studebaker Road	Cerritos	X	
323						
324	5628663187	Library	5020 N. Clark Avenue	Lakewood	X	
325	5628673459	DHS	10005 E. Flower	Bellflower	X	
326	5628684752	Court	12720 S. Norwalk Blvd.	Norwalk	X	
327	5628688071	RR	12400 E. Imperial Hwy	Norwalk	X	
328	5628688903	Court	12720 S. Norwalk Blvd.	Norwalk	X	
329	5629030651	P&R	13201 E. Meyer Road	Whittier	X	
		RR	12680 Corral Place	Santa Fe Sprngs	X	
330	5629030952					
331	5629258761	Library	9945 Flower Street	Bellflower	X	
332	5629258908	Library	9945 Flower Street	Bellflower	X	
		Library	13800 S. La Mirada Blvd.	La Mirada	X	
333	5629433165					
334	5629438149	P&R	13701 S. Adelfa Dr.	La Mirada	X	
335	6262563619	P&R	2236 Goodall Avenue	Duarte	X	
336	6262912947	Library	500 S. Del Mar	San Gabriel	X	
337	6262966522	DPW	3700 Chaney Trail	Altadena	X	
338	6263079929	DPSS	3216 N. Rosemead Bl.	El Monte	X	
339	6263303863	P&R	747 N. Rimgrove	La Puente	X	
340	6263333920	P&R	1747 W. Kwis Avenue	Hacienda Hgts	X	
341	6263337406	DMH	160 S. 7th Avenue	La Puente	X	
342	6263337848	Library	15920 E. Central	La Puente	X	
343	6263349470	P&R	15501 E. Arrow Hwy	Baldwin Park	X	
344	6263358173	DCFS	725 S. Grand	Glendora	X	
345	6263365035	P&R	1545 S. Stimson Ave.	Hacienda Hgts	X	
346	6263374073	Library	1601 Plaza Drive	West Covina	X	
347	6263509010	P&R	545 Santa Anita	S. El Monte	X	
		P&R	650 Santa Anita Avenue	S. El Monte	X	
348	6263509020					
349	6263509036	P&R	801 Santa Anita Ave.	S. El Monte	X	
350	6263509096	PROB	12310 Lower Azusa Rd	Arcadia	X	
351	6263509742	P&R	801 Santa Anita Ave.	S. El Monte	X	
352	6263509743	P&R	750 Santa Anita Ave.	S. El Monte	X	
353	6263578905	Library	1301 Buena Vista St.	Duarte	X	
354	6264459046	P&R	405 S. Santa Anita	Arcadia	X	
355	6264459081	P&R	405 S. Santa Anita	Arcadia	X	
356	6264459106	P&R	405 S. Santa Anita	Arcadia	X	
357	6264459184	P&R	301 N. Baldwin	Arcadia	X	
358	6265719107	DPSS	3401 Rio Hondo Ave.	El Monte		X
359	6265719302	DPSS	3401 Rio Hondo Ave.	El Monte	X	
360	6265719456	Library	8800 Valley Blvd.	Rosemead	X	

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
361	6265719635	Library	8800 Valley Blvd.	Rosemead	X	
362	6265759019	ACWM	12300 Lower Azusa Rd	Arcadia	X	
363	6265759023	DHS	10953 Ramona Ave	El Monte	X	
364	6265759043	DHS	10953 Ramona Ave	El Monte	X	
365	6265759070	P&R	701 Tyler Avenue	El Monte	X	
366	6265759249	DHS	10953 Ramona Ave	El Monte	X	
367	6265759371	DHS	10953 Ramona Ave	El Monte	X	
368	6265759405	P&R	1601 N. Rosemead Bl.	El Monte	X	
369	6265759603	Library	4550 N. Peck Road	El Monte	X	
370	6265759624	P&R	1201 Potrero Avenue	El Monte	X	
371	6265769205	DPW	900 S. Fremont	Alhambra	X	
372	6265769501	DPW	900 S. Fremont	Alhambra	X	
373	6265769522	DPW	900 S. Fremont	Alhambra	X	
374	6265769552	DPW	900 S. Fremont	Alhambra	X	
375	6265769717	DPW	900 S. Fremont	Alhambra	X	
376	6265769725	DPW	900 S. Fremont	Alhambra	X	
377	6265769814	Court	150 W. Commonwealth	Alhambra	X	
378	6265789382	Court	200 N. Garfield Ave.	Pasadena	X	
379	6265789533	Court	300 Walnut	Pasadena	X	
380	6265789604	Court	300 Walnut	Pasadena	X	
381	6265789987	Court	300 Walnut	Pasadena	X	
382	6265811391	P&R	16817 Copper Hill Road	Pasadena	X	
383	6267917790	P&R	1750 N. Altadena Drive	Pasadena	X	
384	6267917798	DPSS	955 N. Lake Avenue	Pasadena	X	
385	6267973417	P&R	3330 N. Lincoln	Pasadena	X	
386	6268125692	P&R	5525 N. Lark Ellen	Azusa	X	
387	6268142671	Library	1601 W. Plaza Drive	West Covina	X	
388	6268397650	P&R	18500 E. Fajardo Street	Rowland Heights	X	
389	6268573608	DCFS	725 S. Grand	Glendora	X	
390	6269600587	Library	1601 W. Plaza Drive	West Covina	X	
391	6269652623	P&R	18109 E. Gallineta	Rowland Heights	X	
392	6269680517	DHS	15930 E. Central	La Puente	X	
393	6612539902	Court	23747 W. Valencia Bl.	Santa Clarita	X	
394	6612579966	P&R	32132 N. Ridge Route	Castaic	X	
395	6612649025	P&R	16801 EAST AVE. P	LAKE LOS ANGELES	X	
396	6612668461	DHS	38350 40th Street East	Palmdale	X	
397	6612692335	DHS	30500 Arrastre Canyon	Acton	X	
398	6612692365	DHS	30500 Arrastre Canyon	Acton		X
399	6612692369	DHS	30500 Arrastre Canyon	Acton		X
400	6612692378	DHS	30500 Arrastre Canyon	Acton	X	



	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
401	6612692380	DHS	30500 Arrastre Canyon	Acton		X
402	6612692385	DHS	30500 Arrastre Canyon	Acton	X	
403	6612692397	DHS	30500 Arrastre Canyon	Acton		X
404	6612692416	DHS	30500 Arrastre Canyon	Acton	X	
405	6612959007	Sheriff	29300 Golden State Hy	Castaic	X	
406	6612959173	P&R	31230 Castaic Road	Castaic	X	
407	6617233218	DHS	335 EAST AVENUE I	LANCASTER	X	
408	6617233439	DHS	335 EAST AVENUE I	LANCASTER	X	
409	6617236382	DMH	349 E. Avenue K-6	Lancaster	X	
410	6617237139	Court	42011 4th Street	Lancaster	X	
411	6617238026	Sheriff	1010 W. Avenue J	Lancaster	X	
412	6617260672	PROB	5300 W. Avenue I	Lancaster	X	
413	6617264970	Court	42011 4th Street	Lancaster	X	
414	6617267153	Court	42011 4th Street	Lancaster	X	
415	6617267280	Court	42011 4th Street	Lancaster	X	
416	6617752902	P&R	31230 N. CASTAIC RD.	CASTAIC	X	
417	6619400427	Library	601 W. Lancaster Blvd.	Lancaster	X	
418	6619408958	Library	601 W. Lancaster Blvd.	Lancaster	X	
419	6619431676	P&R	5520 W. AVENUE L-8	QUARTZ HILL	X	
	6619434431	Library	42018 50th Street West	Lancaster	X	
420						
421	6619449184	P&R	35548 N. 92nd St. East	Littlerock	X	
422	6619483082	Court	42011 4th Street	Lancaster	X	
423	6619486180	Court	42011 4th Street	Lancaster	X	
424	6619490395	P&R	4555 W. Avenue G	Lancaster	X	
425	6619498129	Court	42011 4th Street	Lancaster	X	
426	6619499825	Court	1040 W. Avenue J	Lancaster	X	
427	6619510469	Library	601 W. Lancaster Blvd.	Lancaster	X	
428	6619510951	DPSS	335 E. Avenue K-10	Lancaster	X	
	8182702954	DHS	14445 OLIVE VIEW DRIVE	SYLMAR	X	
429						
		DHS	14445 OLIVE VIEW DRIVE	SYLMAR	X	
430	8182702958					
431	8183612480	Court	900 3rd Street	San Fernando	X	
432	8183620432	DHS	14445 Olive View Drive	Sylmar	X	
433	8183620464	DHS	14445 Olive View Drive	Sylmar	X	
434	8183623819	DHS	14445 Olive View Drive	Sylmar	X	
435	8183624393	DHS	14445 Olive View Drive	Sylmar	X	
		DHS	14445 OLIVE VIEW DRIVE	SYLMAR	X	
436	8183626705					
437	8183627203	DHS	14445 Olive View Drive	Sylmar	X	
438	8183627436	DHS	14445 Olive View Drive	Sylmar	X	
439	8183629027	DHS	14445 Olive View Drive	Sylmar	X	

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
440	8183629457	DHS	14445 Olive View Drive	Sylmar	X	
441	8183645474	DHS	14445 Olive View Drive	Sylmar		X
442	8183646954	DHS	14445 Olive View Drive	Sylmar	X	
443	8183646959	DHS	14445 Olive View Drive	Sylmar	X	
444	8183647503	DHS	14445 Olive View Drive	Sylmar	X	
445	8183648125	DHS	14445 Olive View Drive	Sylmar		X
446	8183649145	DHS	14445 Olive View Drive	Sylmar	X	
447	8183655874	DHS	1212 Pico Street	San Fernando	X	
448	8183671403	DHS	14445 Olive View Drive	Sylmar	X	
449	8183671907	DHS	14445 Olive View Drive	Sylmar	X	
450	8183675424	DHS	14445 OLIVE VIEW DRIVE	SYLMAR	X	
451	8183676791	DMH	14659 Olive View Drive	Sylmar	X	
452	8183678459	DHS	14445 Olive View Drive	Sylmar	X	
453	8184429251	Court	14400 Erwin Street	Van Nuys	X	
454	8184429253	Court	6230 Sylmar	Van Nuys	X	
455	8187800092	Court	14400 Erwin Street	Van Nuys	X	
456	8188334230	DHS	14445 Olive View Drive	Sylmar	X	
457	8188336852	DHS	14445 Olive View Drive	Sylmar	X	
458	8188338605	DHS	14445 Olive View Drive	Sylmar	X	
459	8188339103	DHS	14445 Olive View Drive	Sylmar		X
460	8188339786	DHS	14445 Olive View Drive	Sylmar	x	
461	8188377868	Court	900 3rd Street	San Fernando	X	
462	8188387105	Court	900 3rd Street	San Fernando	X	
463	8188387165	Court	900 3rd Street	San Fernando	X	
464	8188387384	Court	900 3rd Street	San Fernando	X	
465	8188439490	Court	300 E. Olive	Burbank	X	
466	8188997139	DPW	10179 Glenoaks	Sun Valley	X	
467	8189029158	DHS	7515 Van Nuys Blvd.	Van Nuys	X	
468	8189529825	Library	4545 Oakwood Avenue	La Canada Flintridge	X	
469	8189569998	Court	600 E. Broadway	Glendale	X	
470	8189579889	Sheriff	4554 Briggs Avenue	La Crescenta- Montrose		X
471	8189899426	Court	6230 Sylmar	Van Nuys	X	
472	8189899462	Court	6230 Sylmar	Van Nuys	X	
473	8189899465	Court	6230 Sylmar	Van Nuys	X	
474	8189899470	Court	6230 Sylmar	Van Nuys	X	
475	8189899521	Court	14400 Erwin Street	Van Nuys	X	
476	8189899594	PROB	14414 Delano	Van Nuys	X	
477	8189949860	DHS	7515 Van Nuys Blvd.	Van Nuys	X	
478	8189979331	Court	14400 Erwin Street	Van Nuys	X	
479	8189979539	Court	14400 Erwin Street	Van Nuys	X	

	PHONE NUMBER	DEPARTMENT	SITE ADDRESS	CITY	CONVENIENCE	CONCESSION
480	8189979967	Court	14400 Erwin Street	Van Nuys	X	
481	8189989079	Court	9425 Penfield Avenue	Chatsworth	X	
482	8189989129	Court	9425 Penfield Avenue	Chatsworth	X	
483	9094695763	Court	400 Civic Center Plaza	Pomona	X	
484	9095927641	Library	145 N. Walnut Avenue	San Dimas	X	
485	9095932149	Library	3640 D Street	La Verne	X	
486	9096223453	Court	400 Civic Center Plaza	Pomona	X	
487	9096223497	Court	400 Civic Center Plaza	Pomona	X	
488	9096223682	Court	400 Civic Center Plaza	Pomona	X	
489	9096223716	Court	400 Civic Center Plaza	Pomona	X	
490	9096225305	Court	400 Civic Center Plaza	Pomona	X	
491	9096232928	Court	400 Civic Center Plaza	Pomona	X	
492	9096292561	Court	400 Civic Center Plaza	Pomona	X	
493	9096296815	Court	400 Civic Center Plaza	Pomona	X	
494	9098652658	P&R	1801 Gillette Road	Pomona	X	
495	9098659035	Court	400 Civic Center Plaza	Pomona	X	
496	9098659260	Court	400 Civic Center Plaza	Pomona	X	

**CONTRACTOR'S EEO CERTIFICATION**

Littlejohn Communications, Inc.  
Contractor Name  
Po Box 176, Malibu, CA 90265  
Address  
30-0007138  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Steve Littlejohn / President  
Authorized Official's Printed Name and Title

[Signature]  
Authorized Official's Signature

8/27/2019  
Date

## COUNTY'S ADMINISTRATION

### COUNTY PROJECT DIRECTOR:

Name: **Robert King**

Title: **Deputy General Manager, Telecommunications Branch**

### COUNTY PROJECT MANAGER:

Name: **Bonnie Clark**

Title: **Section Manager**

Address: 9150 E. Imperial Highway  
Downey, CA 90242

Telephone: (562) 940-4343

Facsimile: (940) 940-3647

E-Mail Address: bclark@isd.lacounty.gov

### COUNTY CONTRACT PROJECT MONITOR:

Name: **Greg Dollinger**

Title: **Project Manager**

Address: 9150 E. Imperial Highway  
Downey, CA 90242

Telephone: (562) 940-3066

Facsimile: (940) 940-3647

E-Mail Address: rking@isd.lacounty.gov

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Steve Littlejohn

CONTRACT NO: \_\_\_\_\_

CONTRACTOR'S PROJECT MANAGER:

Name: Bernie Nilles  
 Title: Project Manager  
 Address: PO Box 176  
Malibu, CA 90265  
 Telephone: 310-266-7191 (cell)  
 Facsimile: 310-457-1668  
 E-Mail Address: Nillescomm@aol.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Jeff Levicke  
 Title: Service technician  
 Address: PO Box 176  
Malibu, CA 90265  
 Telephone: 818-216-2831 (cell)  
 Facsimile: 310-457-1668  
 E-Mail Address: Jeff.Levicke@gmx.com

Name: Nancy Genser  
 Title: Office Manager  
 Address: PO Box 176  
Malibu, CA 90265  
 Telephone: 310-456-3502 (cell) office 310-457-9198  
 Facsimile: 310-457-1668  
 E-Mail Address: Nancy.Genser@verizon.net

Notices to Contractor shall be sent to the following:

Name: Steve Littlejohn  
 Title: President  
 Address: PO Box 176  
Malibu, CA 90265  
 Telephone: 213-500-0442 (cell) office 310-457-9198  
 Facsimile: 310-457-1668  
 E-Mail Address: LJC@GTE.NET

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

**G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**CONTRACTOR NAME Littlejohn Communications, Inc. Contract No. \_\_\_\_\_**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: DATE: 8/27/2019PRINTED NAME: Steve LittlejohnPOSITION: President



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A 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 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si *niene custodia legal*.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.**

J1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

J2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

J3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)*



INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

\_\_\_\_\_ and Grantee have entered into County of Los Angeles

Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_,

as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_  
for \_\_\_\_\_,  
dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_.

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

(To Be Completed By County and attached to J1 and/or J2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE  
REGISTERED WITH COPYRIGHT BUREAU**

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned, a Notary Public in and  
for the State of California, personally appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the corporation that executed the within Assignment and Transfer of Copyright, and further  
acknowledged to me that such corporation executed the within Assignment and Transfer  
of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected

Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or

other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

**2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held



confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any



Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;

- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

**5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov, that includes, to the extent possible:**

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is

made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or

Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of



Subpart E that apply to Covered Entity's performance of such obligation(s).

- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or



enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not

cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

**19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall

control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Littlejohn Communications, Inc

Address

Po Box 176, Malibu, CA 90265

Internal Revenue Service Employer Identification Number

30-0007138

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature



Date

8/27/2019

Name and Title of Signer (please print)

**Solicitation Information**

<b>Solicitation Number:</b>	I104746		
<b>Title:</b>	Pay Phone Services 2018		
<b>Department:</b>	Internal Services Department		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	N/A
<b>Commodity:</b>	TELEPHONE DIALING AND ANSWERING APPARATUS		
<b>Description:</b>	<p>The County of Los Angeles, Internal Services Department is issuing this Invitation for Bids (IFB) to solicit bids for a Contract with an organization who can provide Pay Phone Services at County locations throughout Los Angeles County as set forth in Appendix B, Statement of Work (SOW). The current Pay Phone inventory is comprised of approximately 496 devices installed at County facilities consisting of office buildings, hospitals, courts, park and recreation areas and beaches. Vendors may use the link above to download the solicitation documents and submit their respective bids.</p> <p>The County of Los Angeles, Internal Services Department is issuing this Invitation for Bids (IFB) to solicit bids for a Contract with an organization who can provide Pay Phone Services at County locations throughout Los Angeles County as set forth in Appendix B, Statement of Work (SOW).</p> <p>The current Pay Phone inventory is comprised of approximately 496 devices installed at County facilities consisting of office buildings, hospitals, courts, park and recreation areas and beaches.</p> <p>Vendors may use the link above to download the solicitation documents and submit their respective bids.</p> <p><a href="#">Less</a></p>		
<b>Open Day:</b>	10/9/2018	<b>Closed Date:</b>	11/15/2018 12:00:00 PM
<b>Contact Name:</b>	Brianna Cuellar	<b>Contact Phone:</b>	(562) 940-2974
<b>Contact Email:</b>	bcuellar@isd.lacounty.gov		
<b>Notice of Intent to Award (0) :</b>	<p><a href="#">Click here to view notice intent to award list.</a></p> <p><b>Notice of Award has not been added at this time.</b></p> <p><b>This is a Notice of the County's "Intent" to make an Award. It does not represent a commitment on the part of the County nor does it signify a valid purchase agreement between the County and any supplier or service provider.</b></p> <p><b>Until or unless a properly executed purchase order or service agreement is issued to a vendor, this "Intent" may be changed, modified or canceled at the sole</b></p>		

## ATTACHMENT 2

discretion of the County. The County will assume no financial responsibility or obligation to any supplier or service provider based on this "Intent" to award.

Line #	Title	Award Total Or Percent (Gross)	Vendor
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**Last Changed On:** 7/2/2019 9:10:56 AM

**Attachment File (3)**  
:  
[Click here to download attachment files.](#)



**Brianna Cuellar**

**From:** Brianna Cuellar  
**Sent:** Thursday, October 11, 2018 8:53 AM  
**To:** Brianna Cuellar  
**Subject:** Pay Phone Services 2018 Solicitation

Tracking:	Recipient	Delivery	Read
	Brianna Cuellar	Delivered: 10/11/2018 8:53 AM	Read: 10/11/2018 8:55 AM
	'sales@alliancepayphone.com'		
	'envoxalerts@gmail.com'		
	'Veronica@payphone211.com'		
	'centex3535@aol.com'		
	'intera.sales@interainc.com'		
	'lawyerron@msn.com'		
	'info@ncic.com'		
	'Bill.Pope@ncic.com'		
	'Randy.Dilday@ncic.com'		
	'elebeouf@interainc.com'		
	'Info@symbiont.com'		
	'sward@Symbiont.com'		
	'karim@thezamangroup.com'		
	'info@payphoneprovider.com'		
	'sales@payphonecompany.com'		
	'tom@payphonecompany.com'		

Dear Contractors,

The County of Los Angeles, Internal Services Department is issuing this Invitation for Bids (IFB) to solicit bids for a Contract with an organization who can provide Pay Phone Services at County locations throughout Los Angeles County. The new Pay Phone Services Contract is being issued under IFB #104746.

You will find the new IFB #104746, which includes a complete copy of the a sample Master Agreement and instructions for completing and submitting your Bid response, by following the link below:

<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

Please read all of the attachments thoroughly. Complete the required forms and documentation exactly as instructed.

The Bid and any related information shall be delivered or mailed to:

County of Los Angeles  
 Internal Services Department  
 1100 N. Eastern Avenue, Room 103

Los Angeles, CA 90063  
Attn: Brianna Cuellar, MPA

The deadline for submitting your Bids is November 13, 2018 at 12:00 PM. All documentation requested must be submitted at the same time. When you have submitted all of the required documentation, County will evaluate your firm's qualifications and bid price.

Firms will be considered for evaluation of this IFB if:

- Bid Proposal demonstrates their experience providing services;
- They have submitted all the required forms;
- They have accepted all the terms and conditions of the Pay Phone Services Contract; and They have submitted their bid price.

If you have any questions, please contact me at (562) 940-2974 or at [bcuellar@isd.lacounty.gov](mailto:bcuellar@isd.lacounty.gov).

Thank you,

Brianna Cuellar, MPA  
Contracting Division  
Internal Services Department  
Phone: (562) 940-2974 Fax: (562) 401-9494  
e-mail: [bcuellar@isd.lacounty.gov](mailto:bcuellar@isd.lacounty.gov)

***For assistance on Fridays, please contact our Departmental Operations Center at: (323) 267-2321***

**PAY PHONE SERVICES PROPOSERS' ORGANIZATION AND CBE INFORMATION**

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

<b>FIRM INFORMATION</b>		<b>Littlejohn Communications, Inc.</b> (Selected Vendor)	<b>Western Communication Systems, Inc.</b> (Non-Selected Vendor)	<b>Cen-Tex Pay Telephone Co, Inc.</b> (Non-Selected Vendor)
Cultural/Ethnic Composition		<b>% of Ownership</b>	<b>% of Ownership</b>	<b>% of Ownership</b>
<b>OWNERS/PARTNERS</b>	Black/African American			
	Hispanic/Latin American			
	Asian American			
	American Indian/Alaskan			
	Filipino			
	White	4 (100%)	1 (100%)	1 (100%)
	Women			
		<b>Number</b>	<b>Number</b>	<b>Number</b>
<b>MANAGERS</b>	Black/African American			
	Hispanic/Latin American			
	Asian American		1	
	American Indian/Alaskan			
	Filipino			
	White	1		
	Women (included above)			
<b>STAFF</b>	Black/African American			
	Hispanic/Latin American	2		
	Asian American		1	
	American Indian/Alaskan			
	Filipino			
	White (included above)	4		
	Women (included above)	2		
<b>TOTAL # OF EMPLOYEES</b>		<b>8</b>	<b>3</b>	<b>1</b>
<b>BUSINESS STRUCTURE</b>		Corporation	Corporation	Corporation
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?				
Certifying Agency				

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	9/12/2019	
<b>BOARD MEETING</b>	10/1/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	1 <sup>st</sup>	
<b>DEPARTMENT</b>	Public Social Services (DPSS)	
<b>SUBJECT</b>	Approve a proposed new eight-year lease extending the term for approximately 31,400 square feet of office space, 123 onsite parking spaces and 52 offsite parking spaces at 5460 Bandini Boulevard, Bell.	
<b>PROGRAM</b>	DPSS Region VI Greater Avenue for Independence (Gain) office	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The existing lease is currently on a month-to-month holder basis since January 2017.	
<b>COST &amp; FUNDING</b>	Total cost: DHS – The aggregate lease expense over the eight-year term for the new term is \$7,441,104.	Funding source: DPSS rental costs are to be 92.3 percent subvented through State and Federal funds and 7.7 percent net County cost.
	TERMS (if applicable): The proposed lease is a modified full service lease and the Landlord is responsible for all operating cost except electricity, which is separately metered and paid by the County. The annual base rent is subject to 3 percent increases annually and any potential future rental increases to the 52 offsite parking spaces is capped at 3 percent per annum.  The County has the right to terminate the lease early at any time after the 78 <sup>th</sup> month with at least 180 days advance written notice.  The County has one five-year option to extend the term no later than six months, nor earlier than 365 days prior to the end of the initial eight-year term.  Explanation: Funding for the rental costs are included in the Fiscal Year 2019-2020 Rent Expense budget and will be billed back to DPSS.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will allow extension of the lease term that adequately provides the necessary office space for DPSS. .	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The DPSS Region VI Greater Avenue for Independence (GAIN) office has occupied the subject facility since 1989, and the most recent lease expired on January 18, 2017 and has been on month-to-month holdover since expiration. Currently 199 DPSS employees are housed at this location, providing support services to the GAIN program	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email:  Michael Navarro CEO- Real Estate Division 213-974-4364 Mnavarro@ceo.lacounty.gov	



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

October 01, 2019

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

Dear Supervisors:

**EIGHT-YEAR LEASE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
5460 BANDINI BOULEVARD, BELL  
(FIRST DISTRICT)  
(3 VOTES)**

**SUBJECT**

A proposed eight-year lease, which replaces an existing lease, to provide the Department of Public Social Services ongoing use of 31,400 square feet of office space, with 123 on-site parking spaces and 52 off-site parking spaces located at 5460 Bandini Boulevard, Bell.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with United Siblings LLC (Landlord), for approximately 31,400 square feet of office space, with 123 onsite parking spaces and 52 offsite parking spaces at 5460 Bandini Boulevard, Bell, at a maximum first year rental cost not-to-exceed \$766,080. The rental costs are to be 92.3 percent subvended through State and Federal funds and 7.7 percent net County cost.
3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and authorize the Chief Executive Officer, or the Director of the Department of Social Services (DPSS), or their designees, to take actions necessary and appropriate to implement the proposed lease, including, without limitation, early termination rights and exercising any options to extend.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The DPSS Region VI Greater Avenue for Independence (GAIN) office has occupied the subject facility since 1989, and the most recent lease expired on January 18, 2017 and has been on month-to-month holdover since expiration. Currently 199 DPSS employees are housed at this location, providing support services to the GAIN program.

The GAIN program is a direct service program that assists CalWORKs participants seeking employment through employment workshops, supervised job searches, and vocational assessments. Colocated programs that support the GAIN program include Career Options, Inc./Foster Assessment Center (COFAC), Mexican American Opportunity Foundation (MAOF) and Community Assessment Services Center (CASC).

COFAC provides employment testing to determine job skills, placement suitability, and appropriate support services to enhance job placement opportunities. MAOF provides licensed child care referrals to GAIN participants to support child care needs to ensure job retention. CASC promotes employment supportive services which assist participants in overcoming barriers to self-sufficiency. GAIN participants are referred for clinical assessment by CASC when the participant self-declares a need for substance abuse and/or mental health services. These services help CalWORKs participants overcome barriers to employment and/or mental health services.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow DPSS to continue providing uninterrupted employment related services to CalWORKs participants in East Los Angeles and adjacent communities.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1), directs that we maximize the effectiveness processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services; and the Goal of Community Support And Responsiveness (Goal 2), directs that we enrich lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges. The proposed lease supports these goals by allowing DPSS to continue to provide uninterrupted quality information and services to the existing community.

The proposed lease is in conformance with the Asset Management Principles as outlined in Attachment A.

## **FISCAL IMPACT/FINANCING**

The maximum first year total base rent will be \$766,080 which includes the cost of \$12,480 annually for 52 off-site parking spaces. The County will remain responsible for the cost of electricity, which is estimated to be \$80,000 annually depending on changes for utility rates.

Sufficient funding to cover the proposed rent for the first year for the proposed lease is included in the Fiscal Year (FY) 2019-2020 Rent Expense budget and will be billed back to DPSS. DPSS will have sufficient funding in their FY 2019-2020 operating budget to cover the projected lease costs for this renewal. Beginning in FY 2020-21, ongoing funding for the proposed lease will be part of the budget for DPSS. These costs for DPSS are 92.3 percent subvented by State and Federal funds and the remaining 7.7 percent is net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed lease includes the following provisions:

- The proposed lease will be effective upon approval by the Board.
- The lease is a modified full-service lease and the Landlord is responsible for all operating costs except electricity, which is separately metered and paid by the County.
- Annual rental rate adjustment is 3 percent. Any potential future rate increases for the 52 off-site parking spaces utilized by the County will be limited to 3 percent.
- An early termination provision allowing the County to terminate any time after the 78th month of the eight-year initial term with at least 180 days advance written notice.
- The County may exercise an additional five-year option to renew no later than six months, nor earlier than 365 days prior to the end of the initial term.

The Chief Executive Office (CEO), conducted a survey within the project area to determine the availability of comparable office space options. The leasing agent was unable to identify any sites in the surveyed area that could accommodate this requirement. Based upon a review of available industry data, it was established that the annual rental range for similar space is between \$2.49 and \$2.75 per square foot. In comparison, the base annual rental rate of \$2.00, modified full-service gross inclusive of parking, for the proposed lease represents a rate below the market range for the area.

Attachment C shows County-owned or leased facilities within a five-mile radius of 5460 Bandini Boulevard and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. Notification letters have been sent to the City of Bell, pursuant to Government Code Section 65402. County Counsel has reviewed the attached proposed lease and approved it as to form.

The proposed lease will continue to provide an appropriate location for the program, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

**ENVIRONMENTAL DOCUMENTATION**

The proposed lease is exempt from CEQA. The proposed lease, which renews existing leased office space with minor tenant improvements within an existing building, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed lease records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed lease will allow DPSS to continue to provide uninterrupted services from the subject facility. DPSS concurs with this recommendation.

**CONCLUSION**

It is requested that the Executive Office, Board of Supervisors, return two certified copies of the Minute Order and adopted stamped Board letter, to the CEO, Real Estate, at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

SAH:DPH:DL  
JLC:MN:CA:gw

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Public Social Services



**DEPARTMENT OF PUBLIC SOCIAL SERVICES**  
**5460 BANDINI BOULEVARD, BELL**  
**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b><u>Occupancy</u></b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
A	Does lease consolidate administrative functions?			X
B	Does lease co-locate with other functions to better serve clients?	X		
C	Does this lease centralize business support functions?			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>182 sf per person is the maximum square footage available and is acceptable to the Department.</b>		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> Current lease references the same parking ratio as previous lease and will remain acceptable.		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	X		
<b>2.</b>	<b><u>Capital</u></b>			
A	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Attachment C?	X		
G	Was build-to-suit or capital project considered?		X	
<b>3.</b>	<b><u>Portfolio Management</u></b>			
A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?	X		
D	Why was this program not co-located?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u>X</u> No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full service lease? <sup>2</sup> <b>The lease is a modified full-service lease. Landlord is responsible for all operating costs except electricity which has been separately metered for the County.</b>		X	
F	Has growth projection been considered in space request?	X		
G	Has the Dept. of Public Works completed seismic review/approval?			X
If not, why not? <sup>2</sup> There is no additional available parking.				

ATTACHMENT B

**OVERVIEW OF THE PROPOSED LEASE COSTS**

	<b>Existing Lease:</b> <b>5460 Bandini Boulevard</b>	<b>Proposed Lease:</b> <b>5460 Bandini Boulevard</b>	<b>Change</b>
Area (Square Feet)	31,400 sq. ft.	31,400 sq. ft.	None
Term (years)	Eight years	Eight years	None
Annual Base Rent <sup>(1)</sup>	\$753,600 \$2.00 per month/\$24.00 per year	\$753,600 \$2.00 per month/\$24.00 per year	None, new lease as previous is in holdover
County's TI Cost	\$0	\$0	None
Annual Parking Cost (\$20 per space for 52 offsite parking spaces)	\$12,480	\$12,480	None
Annual Electricity Costs	Approximately \$80,000 per year	Approximately \$80,000 per year	None
Total Annual Lease Costs payable to Landlord	\$772,747	\$772,747	None
Rental Rate Adjustment	Annual CPI adjustments not to exceed 3 percent with no minimum.	Annual 3 percent increase.	None

## OVERVIEW OF THE PROPOSED LEASE COSTS

5460 Bandini Boulevard  
Department of Public Social Services

<b>Leased Area</b>	31,400	
<b>Term</b>	96 months/8 years	
<b>Annual Adjustment</b>	3%	
<b>Description</b>	<b>Base Rent Per RSF Per Month (\$)</b>	<b>Base Rent Per RSF PER Year (\$)</b>
	\$2.00	\$24.00
<b>Additional Parking</b>	<b>Spaces</b>	<b>Rate Per Space</b>
	52	\$20.00
<b>Utilities</b>	<b>Estimated Cost Per Year</b>	
	\$80,000	

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	Total 8 Year Rental Costs
<b>Annual Base Rent Cost <sup>1</sup></b>	753,600	776,208	799,494	823,479	848,183	873,629	899,838	926,833	6,701,264
<b>Annual Parking Rent</b>	12,480	12,480	12,480	12,480	12,480	12,480	12,480	12,480	99,840
<b>Estimated Utilities Cost <sup>2</sup></b>	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	640,000
<b>Total Estimated Annual Lease Costs <sup>3</sup></b>	766,080	788,688	811,974	835,959	860,663	886,109	912,318	939,313	6,801,104
<b>Total Estimated Annual Costs <sup>4</sup></b>	846,080	868,688	891,974	915,959	940,663	966,109	992,318	1,019,313	7,441,104

<sup>1</sup> Base Rent includes annual 3 percent increases.

<sup>2</sup> This amount is based on average last three year costs.

<sup>3</sup> Total includes base rent and parking costs.

<sup>4</sup> Total includes base rent, parking, and utilities.

# ATTACHMENT C

## DEPARTMENT OF PUBLIC SOCIAL SERVICES SPACE SEARCH – 5-MILE RADIUS FROM 5460 BANDINI BOULEVARD, BELL

LACO	Facility Name	Address	Ownership	Gross SQFT	Net SQFT	Vacant SQFT
3709	HUNTINGTON PARK COURTHOUSE	6548 MILES AVE, HUNTINGTON PARK 90255	OWNED	29,295	16,325	NONE
5466	PUBLIC LIBRARY-HUNTINGTON PARK LIBRARY	6518 MILES AVE, HUNGTINGTON PARK 90255	OWNED	33,482	24,243	NONE
T409	HUNTINGTON PARK COURTHOUSE ANNEX	6548 MILES AVE, HUNGTINGTON PARK 90255	OWNED	4,480	4,000	NONE
D030	PUBLIC LIBRARY-MAYWOOD CESAR CHAVEZ LIBRARY	4323 E SLAUSON AVE, MAYWOOD 90270	OWNED	3,362	2,881	NONE
A190	PUBLIC LIBRARY-BELL LIBRARY	4411 E GAGE AVE, BELL 90201	OWNED	4,863	3,515	NONE
4465	DF KIRBY CENTER-ADMINISTRATION BUILDING	1500 S MCDONNELL AVE, COMMERCE 90022	OWNED	18,169	10,117	NONE
B059	DISTRICT ATTORNEY-AUTO INSURANCE FRAUD UNIT	5901 E SLAUSON AVE, COMMERCE 90040	OWNED	6,840	6,500	NONE
Y460	DPSS-CUDAHY A/P DISTRICT OFFICE	8130 S ATLANTIC AVE, CUDAHY 90201	OWNED	30,873	24,212	NONE
A680	PUBLIC LIBRARY-CUDAHY LIBRARY	5218 SANTA ANA ST, CUDAHY 90201	OWNED	4,396	3,332	NONE
5934	PUBLIC LIBRARY-LELAND R WEAVER LIBRARY	4035 TWEEDY BLVD, SOUTH GATE 90280	OWNED	19,461	16,955	NONE
F322	PW FLOOD-IMPERIAL YARD OFFICE	5525 E IMPERIAL HWY, SOUTH GATE 90280	OWNED	1,440	1,296	NONE
F325	PW FLOOD-IMPERIAL YARD OFFICE	5525 E IMPERIAL HWY, SOUTH GATE 90280	OWNED	2,600	2,340	NONE
F326	PW FLOOD-IMPERIAL YARD OFFICE	5525 E IMPERIAL HWY, SOUTH GATE 90280	OWNED	800	720	NONE
T405	AG COMM/WTS MEAS-SOUTH GATE R.I.F.A. TRAILER	5525 E IMPERIAL HWY, SOUTH GATE 90280	OWNED	504	461	NONE
6467	AG COMM/WTS MEAS-SOUTH GATE ADMINISTRATION	11012 GARFIELD AVE, SOUTH GATE	OWNED	21,902	15,325	NONE
D980	PUBLIC LIBRARY-HOLLYDALE LIBRARY	12000 GARFIELD AVE, SOUTH GATE 90280	OWNED	4,800	4,440	NONE
A308	PUBLIC LIBRARY-BELL GARDENS LIBRARY	7110 GARFIELD AVE, BELL GARDENS 90201	OWNED	5,000	4,213	NONE

## FACILITY LOCATION POLICY ANALYSIS

**Proposed Lease:** An eight-year lease renewal for DPSS – 5460 Bandini Boulevard, Bell – 1st District. There is a County termination right after the 78<sup>th</sup> month of the eight-year initial term with at least 180 days advance written notice.

**A. Establish Service Function Category** – Regional and local service function.

**B. Determination of the Service Area** – The department has leased this Facility since 1989. The proposed lease renewal will provide DPSS uninterrupted use of 31,400 square feet for staff supported services to administer the GAIN program for the affected constituency within this vital geographic area.

**C. Apply Location Selection Criteria to Service Area Data**

- Need for proximity to service area and population: DPSS' programs are most effective when located in the same geographic area as their participants. This location allows DPSS to continue providing a wide range of employment services to CalWORKS participants in the Southeast, and adjacent area of the Region VI GAIN service area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: N/A
- Availability of affordable housing for County employees: N/A
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: None that meets program's specific needs.
- Compatibility with local land use plans: The Department of Public Works previously inspected the facility and found it suitable for County occupancy. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.
- Estimated acquisition/construction and ongoing operational costs: The annual rent, inclusive of parking is \$766,080 with annual rental increases (not applied to parking), as referenced in the lease.

#### **D. Analyze results and identify location alternatives**

Based upon the space and service needs of DPSS, the immediate area was surveyed to determine the availability of comparable and more economical site alternatives.

Based upon a review of available industry data, staff has established that the annual rental range for similar space is between \$2.49 and \$2.75 per square foot on a modified full-service gross basis. Thus, the base annual rental rate of \$2.03, modified full-service gross, for the proposed lease represents a rate below the market range for the area.

#### **E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost and other Location Selection Criteria**

The proposed lease renewal for DPSS will provide DPSSSS with the opportunity to provide continued staff supported services to administer the GAIN program for the affected constituency within this vital geographic area.

COUNTY OF LOS ANGELES

LEASE AGREEMENT

DEPARTMENT OF SOCIAL SERVICES  
TENANT DEPARTMENT

UNITED SIBLINGS LLC – Landlord

5460 BANDINI BOULEVARD  
BELL, CA

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COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
LEASE AGREEMENT

THIS LEASE ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the lessor, UNITED SIBLINGS LLC, a California limited liability company ("Landlord"), and the lessee, COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1. Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

- a. Landlord's Address for Notice: United Siblings LLC  
Dena Schechter  
9460 Wilshire Boulevard, Suite 300  
Beverly Hills, California 90212  
Tel: 310-274-5291  
Email: d-online@pacbell.net
- b. Tenant's Address for Notice: Board of Supervisors  
Kenneth Hahn Hall of Administration  
Room 383  
500 West Temple Street  
Los Angeles, California 90012

With a copy to:

Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate  
Fax Number: (213) 830-0926

- c. Premises: Approximately 31,400 rentable square feet in the Building (defined below) as legally described on Exhibit B attached hereto.
- d. Building: The Building located at:  
5460 Bandini Boulevard  
Bell, CA  
  
It is currently assessed by the County Assessor as APN 6322-002-028 (the "Property")

- e. Term: Eight years ("Initial Term") commencing upon the full execution of the lease (the "Commencement Date"); and terminating at midnight on the day before the eighth anniversary of the Commencement Date (the "Termination Date"). The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the Initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised all in accordance with the Tenant's Acceptance of the Premises as defined in Section 4.1
- f. Projected Commencement Date: October 1, 2018
- g. Irrevocable Offer Expiration Date: September 1, 2018
- h. Base Rent: \$62,800 per month (which is based upon a rental rate of two-dollars (\$2.00) per square foot (adjustable only as provided in Section 2.2 and Section 5.2 hereof.) plus \$1,040 per month for an additional 52 offsite parking spaces, making the total base rent \$63,840 per month.
- i. Early Termination of Initial Term: Any time after the 78<sup>th</sup> month with at least 180 days advance written notice
- j. Rentable Square Feet in the Premises: 31,400
- k. Use: The Premises together with all appurtenances belonging to, or in any ways appertaining, shall be used as governmental office space or for other government purposes during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.
- l. Initial Departmental Use: Department of Public Social Services
- m. Parking Spaces: 123 onsite spaces plus 52 offsite spaces totaling 175 spaces.
- n. Normal Working Hours: Monday to Friday 6 am to 7 pm and Saturdays 9 am to 2 pm.

- o. Asbestos Report: A report dated July 13, 2006 prepared by Professional Service Industries, Inc, a licensed California asbestos contractor.
- p. Disabled Access Survey: A report dated November 20, 2017.
- q. Seismic Report: Not applicable.
- 1.2. Defined Terms Relating to Landlord's Work Letter: Intentionally Omitted
- 1.3. Exhibits to Lease: Exhibit A - Improvements  
Exhibit B - Legal Descriptions.  
(Executed concurrently with this Lease and incorporated herein by this reference): Exhibit C - Intentionally Omitted  
Exhibit D - HVAC Standards  
Exhibit E - Cleaning and Maintenance Schedule  
Exhibit F – Grant Of Parking Easement
- 1.4. Landlord's Work Letter: Intentionally Omitted
- 1.5. Supplemental Lease Documents: Document I: Subordination, Non-Disturbance and Attornment Agreement  
(Delivered to Landlord and incorporated herein by this reference): Document II: Tenant Estoppel Certificate  
Document III: Community Business Enterprises Form  
Document IV: Memorandum of Lease  
Document V: Request for Notice

## 2. PREMISES

2.1. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and within a portion of the property legally described in Exhibit B attached hereto.

2.2. Unless Tenant is already in possession of the Premises, Tenant shall have the right within 90 days of approval of this Lease by the Chief Executive Office or the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable/gross and usable (net) area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association ("BOMA") International except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1 accomplished by the mutual execution of a memorandum of understanding between the Landlord and the Tenant. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the Base Rent in the event the measured square footage exceeds the amount represented by Landlord. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this Subsection 2.2, Landlord shall appoint an independent firm or person

who is experienced in making such measurements whose determination with respect to which measurement is correct shall be final and binding upon the parties. Landlord and Tenant shall share equally in the fees of such firm.

### 3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and other Tenants of the Building: the entrances, lobbies, elevators, and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all Tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

### 4. COMMENCEMENT AND EXPIRATION DATES

#### 4.1. Term

The term of this Lease shall commence upon the full execution of the lease agreement and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C.

#### 4.2. Termination Right

If the tenant improvements are not Substantially Complete, subject to Force Majeure delays as provided in Section 24 below, within 180 days of the Commencement Date, Tenant may thereafter, terminate this Lease effective upon the giving of written notice to Landlord and the parties shall have no further rights or obligations to one another hereunder. The term "Substantially Complete" as used in this Lease shall mean Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with Section 24 and Exhibit A of this lease (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises

#### 4.3. Early Possession

Tenant is currently in possession and will continue said possession.

#### 4.4. Early Termination of Initial Term

Any time after the 78<sup>th</sup> month of the 8-year Initial Term with at least 180 days advance written notice.

### 5. RENT

#### 5.1. Base Rent

The first full calendar month's rent shall be due and payable within 30 days of the Commencement Date in the total amount shown in Section 1 hereof. A monthly installment in the same amount, subject to the adjustments due as described in the terms of this Lease, shall be due and payable without demand on the first day of each calendar month and receivable within

fifteen days of each month. Any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

The rent schedule for the first twelve (12) months of the Term is as follows:

Months 1-12: \$62,800 per month plus \$1,040 per month for 52 offsite parking spaces.

#### 5.2. Rental Rate Adjustments

Annual Base Rent Increases. On the first anniversary of every annual anniversary date of the Commencement Date, the monthly Base Rent exclusive of parking rent will increase as follows (parking rent increases shall be subject to Section 21.1):

Second Year of Term	\$64,684.00
Third Year of Term	\$66,624.52
Fourth Year of Term	\$68,623.26
Fifth Year of Term	\$70,681.96
Sixth Year of Term	\$72,802.42
Seventh Year of Term	\$74,986.49

#### 6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

#### 7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon 90 days written notice from Landlord or 30 days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

#### 8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Notwithstanding the foregoing,



and unless Tenant is already in possession of the premises, Landlord will be provided an ADA report and Landlord hereby agrees to remediate the ADA deficiencies, if any, outlined in said report at its sole cost and expense.

## 9. DAMAGE OR DESTRUCTION

### 9.1. Damage

In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within fifteen days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate proportionally to the extent that the Premises are unusable by Tenant until such time repair and restoration is completed. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

### 9.2. Tenant Termination Right

In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days for any reason, subject to Force Majeure (as defined below in Section 24), then Tenant may terminate this Lease by giving written notice within ten days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. In the event Tenant, does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds are available to repair the damages.

### 9.3. Damage in Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case:

- a. Landlord shall have no obligation to restore the Premises;
- b. Landlord may retain all insurance proceeds relating to such destruction, and;

- c. This Lease shall terminate as of the date which is 30 days after such written notice of termination.

#### 9.4. Default by Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may, after providing Landlord with all appropriate and required notice as provided herein:

- a. Declare a default hereunder or
- b. Perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Base Rent next due as a charge against the Landlord.

### 10. REPAIRS AND MAINTENANCE

#### 10.1. Landlord Representations

Landlord represents as of the effective date of this Agreement to Tenant that:

- a. The Premises, the Building and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act; and are in reasonable good working order and condition;
- b.
- c. The Building and Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirement; and
- d. The Premises, Building and Common Areas are free of the presence of Hazardous Materials (as hereinafter defined) and
- e. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- f. Based upon a professional inspection of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report), Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect unless Tenant is already in possession.

#### g. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas: [Check the appropriate box]

☒ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant

to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease.

h. Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

#### 10.2. Landlord Obligations

a. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed.

i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intra-building network cable;

ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building

iii. the Common Areas;

- iv. exterior windows of the Building;
- v. elevators serving the Building.

b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:

- i. the floor covering subject to subsection 10.2(c) (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five years of use);
- ii. interior partitions;
- iii. doors;
- iv. the interior side of demising walls subject to subsection 10.2(c) (which shall be repainted as needed, but not less often than every five years
- v. signage
- vi. emergency exit signage and egress battery replacement.

c. After the 60<sup>th</sup> month of the initial Term, Tenant may relinquish its Early Termination option as set forth in Sections 1.1 and 4.4 in exchange for the Landlord's installation of new paint and carpet at the Landlord's sole expense pursuant to the finishes specified by the Tenant. In the event Tenant does not desire to have new paint and carpet, then the Early Termination option for the initial Term shall not be relinquished and shall remain available to the Tenant. Should Tenant desire to waive its Early Termination right in exchange for new carpet and paint, Tenant shall notify Landlord of its election by giving Landlord written notice executed by the Chief Executive Officer of Tenant, or her designee, on or before the 59<sup>th</sup> month of the initial Term. Nothing contained herein shall relieve the Landlord's duty to provide repairs to the floor covering and touch-up paint as needed throughout the initial Term and option terms, if any. Furthermore, the Landlord shall at all times be responsible for the replacement of matching carpet tiles when they are not cleanable or visibly worn.

### 10.3. Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees or visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- a. be made and performed by contractors or mechanics approved by Tenant, which consent shall not be unreasonably withheld or delayed,
  - b. be at least equal in quality, value and utility to the original work or installation,
- and
- c. be in accordance with all laws.

#### 10.4. Tenant's Right to Repair

a. If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than fifteen days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten days, Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 14.

b. Tenant at its sole option, acting through the CEO, may request the Landlord to perform, supply and administer any repairs, replacement, or services that are the responsibility of the Tenant and reimburse Landlord for such costs.

#### 11. SERVICES AND UTILITIES

##### 11.1. Services

###### a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto.

###### b. Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings (if applicable) but in any event not less than seven watts of electric current (connected load) per square foot of Rentable/gross Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises. Tenant shall be responsible for the cost of the electricity consumed provided that there is a separate meter for the Premises exclusively occupied by the tenant, which shall be installed at the sole cost of Landlord.

###### c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator

cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

d. Water and Sewer

Landlord shall make available warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises. Landlord shall be financially responsible for the water consumed within the Premises, landscaping, and all other water needs along with any associated sewer charges.

e. Janitorial

Landlord at its sole cost and expense shall provide janitorial service on five nights per week generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

g. Pest Control

Landlord at its sole cost and expense shall provide pest control services to the premises per the specifications set forth in Exhibit E attached hereto.

h. Refuse

Landlord is responsible for all refuse disposal and all associated costs related thereto.

11.2. Utilities

Landlord agrees to pay, when due, all charges for the use of the sewer, effluent treatment, when and if imposed by any governmental authority, all water, sprinkler standby charges, gas, and common area power and lighting, power charges associated with the electric gate, and other utility rents and charges accruing or payable in connection with the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. Notwithstanding the above, Tenant agrees to pay, when due, all charges for the consumption of electricity in connection with the Premises during the term of this Lease or renewal, extension, or holdover thereof, provided the utilities are measured by a separate meter, which shall be installed at the sole cost of the Landlord.

11.3. After-hours HVAC

Tenant acknowledges that the HVAC is controlled within the unit and available at all hours every day of the week, including weekends and holidays. There are no additional charges for after-hours HVAC usage as the Tenant is responsible for electric utility charges within the Premises exclusively occupied by the Tenant.

## 12. TAXES

Landlord, at its sole cost, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the installments of rent next due as a charge against the Landlord

## 13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, Base Rent shall be prorated based upon the percentage of the Premises or Building rendered untenantable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

## 14. TENANT DEFAULT

### 14.1. Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

a. the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten (10) days after written notice to Tenant;

b. the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of 30 days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

### 14.2. Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition, thereto, Landlord shall have such other rights or remedies as may be provided by law.

### 14.3. No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

## 15. LANDLORD DEFAULT

### 15.1. Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.3, 19 and 21.2, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within ten days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.3); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such ten day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- a. to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- b. to pursue the remedy of specific performance;
- c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or to terminate this Lease.

### 15.2. Waiver

Nothing herein contained shall relieve Landlord from its duty to affect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

### 15.3. Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default without notice where the failure promptly to cure such default would reasonably create or allow to persist an emergency condition or materially and adversely affect the operation of Tenant's business in the Premises. In such case, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

## 16. ASSIGNMENT AND SUBLETTING

### 16.1. Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent: provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability



under this Lease unless Landlord has given its written consent thereto, which consent shall not be unreasonably withheld.

#### 16.2. Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

- a. Written evidence of the transfer of the Property (e.g., a recorded deed), or a letter from the transferor confirming that the Property was transferred to the new owner.
- b. A signed letter including the following information:
  - i. Name and address of new owner or other party to whom Base Rent should be paid
  - ii. Federal tax ID number for new owner
  - iii. Name of contact person and contact information (including phone number) for new owner
  - iv. Proof of insurance
- c. A W-9 form for new owner

### 17. ALTERATIONS AND ADDITIONS

#### 17.1. Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent shall not be required for any Tenant Alteration that does not exceed a cost of \$5,000 and further satisfies all of the following criteria:

- a. complies with all Laws;
- b. is not visible from the exterior of the Premises or Building;
- c. will not materially affect the systems or structure of the Building; and does not unreasonably interfere with the normal and customary business office operations of other Tenants in the Building.

If Landlord fails to respond in writing within 30 days of such request, Landlord shall be deemed to approve the Alterations.

17.2. End of Term

Any Alterations or furnishings not removed by Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the expiration of the Term and vacation of the Premises by the Tenant.

## 18. CONDEMNATION

### 18.1. Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

### 18.2. Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

### 18.3. Partial Taking

If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated.

### 18.4. Restoration

Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within 90 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5. Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

18.6. Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1. Landlord's Indemnity

The landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from or connected with the Landlord's, its employee's, agents', or contractors' repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2. Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect.

20.1. WAIVER

Both the Tenant and the Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2. GENERAL INSURANCE PROVISIONS – LESSOR REQUIREMENTS

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

a. Evidence of Coverage and Notice to Tenant

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming Tenant and its Agents (defined below) has given Insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in the Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant required endorsement forms.

Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate  
Fax Number: (213) 830-0926

Landlord also shall promptly notify Tenant of any third-party claim or suit filed against Tenant which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

b. Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Tenant and its Agents), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Tenant's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than AVII, unless otherwise approved by the Tenant.

f. Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Tenant maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

g. Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

h. Deductibles and Self-Insured Retentions (SIRs)

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

i. Claims Made Coverage

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

j. Applications of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3. INSURANCE COVERAGE TYPES AND LIMITS

a. Tenant Requirements:

During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below. Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. Certificate evidencing coverage or letter evidencing self-insurance will be provided to Landlord after execution of this Lease at Landlord's request.

i. Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 5 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

b. Landlord Requirements:

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

i. Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 5 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

ii. Commercial Property Insurance. Such insurance shall:

- Provide coverage for any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Tenant and Landlord as their interests may appear.

#### 20.4. Waiver of Subrogation

Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

### 21. PARKING

#### 21.1. Tenant's Rights

Tenant shall have the right to 123 parking stalls set forth in Section 1 without charge for the Term of this Lease. Said parking shall be located at the site of the Premises. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all Tenants. In addition, Tenant shall be provided an additional 52 offsite parking spaces for \$1,040 per month located at 4900 Eastern Avenue in the city of Commerce, CA as provided in the Grant Of Parking Easement, recorded as instrument number 99 2314407 attached hereto and marked as Exhibit F. Said parking cost shall be fixed for the remainder of this Lease and any extensions thereto excepting the event of an adjustment in accordance with the Grant Of Parking Easement. Should there be a parking rental rate adjustment, the increase payable by the Tenant shall be limited to a 3% per annum maximum adjustment. The Landlord shall pay any difference above the 3% cap until such time as the annual capped rate reaches the adjusted actual parking rate.

#### 21.2. Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receive all of the Parking Spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the Parking Spaces required above are not available to Tenant, due to the fault of the Landlord, (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation) Tenant may:

- a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective 30 days thereafter or
- b. Deduct from Base Rent thereafter accruing hereunder an amount each month equal to \$75 per parking space.

### 22. ENVIRONMENTAL MATTERS

#### 22.1. Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or sub-tenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common



Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas. A default by Tenant under this Section shall constitute a material default under this Lease.

#### 22.2. Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

#### 23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document II attached hereto in the Supplemental Lease Documents delivered to Landlord concurrently herewith (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

## 24. PERFORMANCE. TENANT IMPROVEMENTS

Landlord, within thirty (30) days after receipt of a duly executed copy of this Lease, shall commence, at its sole cost and expense, the tenant improvements as described below which shall include, but shall not be limited to, touch up paint as needed, new window treatments, and all other improvements stated in Exhibit A ("Improvements"), all to the satisfaction of Tenant, not to be unreasonably withheld.

Landlord shall complete the Improvements to the Premises work within a reasonable period of time, no later than 180 days ("Completion Deadline") after the Commencement Date.

The Completion Deadline shall be delayed on a one-to-one basis for each day Landlord's Improvements is delayed by the following events ("Force Majeure"):

1. Change orders requested by Tenant or of any employees or agents of Tenant, or
2. Any Act of God which Landlord could not have reasonably foreseen and provided for, or
3. Any strikes, boycotts or like obstructive acts by employees or agents of Landlord or labor organizations which Landlord cannot overcome with reasonable effort and could not reasonably have foreseen and provided for, or
4. Any war or declaration of a state of national emergency, or
5. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the Building and/or Premises.

In the event Landlord should fail, neglect or refuse to commence work on Improvements to Premises as required by this Paragraph 24, or fail, neglect or refuse to pursue Improvements to Premises with reasonable diligence to completion, then Tenant at its sole discretion may perform or cause to be performed said Improvements and deduct the cost thereof from the installments of rent next due as a charge to the Landlord plus ten percent (10%) interest per annum.

The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy before the Improvements shall be deemed complete. If Tenant's Improvements are not Substantially Complete (as defined in Section 4.2) by the Completion Deadline, Tenant may, at its option:

cancel the Lease upon thirty (30) days written notice to Landlord; or upon thirty (30) days written notice to Landlord, assume the responsibility for providing the Improvements itself.

If Tenant elects to provide the Improvements itself, then:

Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises at all reasonable times for the purpose of the Improvements and for any other purposes reasonably related thereto; and

Rent shall be reduced by Tenant's total expense in providing the Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including without limitation interest at the rate of ten percent (10%). The rent reduction schedule shall be as mutually agreed between the parties or, if no such agreement is made, Tenant's total expense shall be fully amortized in equal monthly amounts over the remaining Lease term.

## 25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

## 26. SUBORDINATION AND MORTGAGES

### 26.1. Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Document I, attached hereto in the Supplemental Lease Documents delivered to Landlord concurrently herewith and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

### 26.2. Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith within 30 days after the execution of this Lease.

### 26.3. Request for Notice

Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Property in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

### 26.4. Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any Notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten days within which to cure such default.

## 27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

## 28. SIGNAGE

Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances. This includes, but is not limited to, signage on the building.

## 29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

## 30. GENERAL

### 30.1. Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

### 30.2. Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

### 30.3. Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

### 30.4. Entire Agreement

This Lease and Supplemental Lease Documents is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and

the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5. Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6. Notices

All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

30.7. Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8. Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9. Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10. Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) days after written request is made therefore, together with all necessary information.

30.11. Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Document III, attached hereto in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

### 30.12. Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

### 31. AUTHORITY

Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal Board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which has the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

### 32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

#### 32.1. Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

#### 32.2. Solicitation of Consideration

It is improper for any County officer employee or agent to solicit consideration in any form from a Landlord with the implication, suggestion or statement that the Landlord's provision of the consideration may secure more favorable treatment for the Landlord in the award of the Lease or that Landlord's failure to provide such consideration may negatively affect the County's consideration of the Landlord's offer to lease. A Landlord shall not offer or give, either directly or

through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent 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. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

### 32.3. Landlord Assignment

a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (collateralized mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

e. Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

f. Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

### 33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest, including, but not limited to, preliminary space planning, legal review, and preparation and noticing for presentation to the Chief Executive Officer, the Board of Supervisor's or Tenant Real Estate Management Commission of Los Angeles County, as applicable, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

### 34. OPTION TO EXTEND

#### 34.1. Terms of Options.

Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of sixty (60) months (the "Extension Term").

#### 34.2 Exercise of Option. Tenant must exercise its option to extend this Lease by:

(a) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than six (6) months days, nor earlier than three hundred sixty-five (365) days, prior to the end of the initial Term, and

(b) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90) days after the expiration of the Term of this Lease as then in effect, Tenant shall be entitled to holdover as provided in this Lease.



(c) Terms and Conditions of the Extension Terms. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to ninety-five percent (95%) of Market Rental Value for the Premises as of the commencement of the applicable Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, and Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Terms.

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the Extension Term. Base Rent during the Extension Term(s) shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its option to extend.

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant in the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent during the period of construction or subsequent to the commencement date as to the space in question, brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

(f) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser

appointed or selected pursuant to this Section shall have at least ten (10) years experience appraising commercial properties in Los Angeles County.

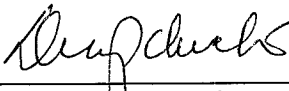
(g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

**LANDLORD:**

**UNITED SIBLINGS, LLC,**  
a California limited liability company

By:   
Name: Dena Schechter  
Its: Member

**TENANT:**

**COUNTY OF LOS ANGELES**  
a body politic and corporate

**SACHI A. HAMAI**  
Chief Executive Officer

By: \_\_\_\_\_  
David P. Howard  
Assistant Chief Executive Officer

**ATTEST:**

**LORI GLASGOW**  
Executive Officer-Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM**

**MARY C. WICKHAM**  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**EXHIBIT A  
IMPROVEMENTS**

**1. General: Unless otherwise agreed, all work that could potentially affect staff and visitors, shall be done after normal business hours and on weekends and holidays**

**a. Replace 3 drinking fountains**

**b. Electrical Lighting Repairs**

- ☐ Install new electronic ballasts and T-8 5000K lamps in 2225 – 4 lamp fixtures
- ☐ Install new electronic ballasts and T-8 5000K lamps in 85 – 3 lamp fixtures

**c. Painting of existing Acoustical Ceiling tiles**

- ☐ Paint all acoustical ceiling, including vent openings
- ☐ All adjacent areas to be protected
- ☐ Painting to be accomplished over weekends, holidays, or after normal business hours

**d. Painting repairs both floors**

- ☐ Main entry lobby
- ☐ Men's and women's restrooms (6)
- ☐ Gender neutral restrooms (2)
- ☐ Large meeting room on east side of 1st floor
- ☐ Back hallway and entry at east side of 1st floor
- ☐ Office #106
- ☐ Walls and columns in open work areas, not adjacent to the work stations
- ☐ Lactation room on the 2nd floor
- ☐ Stairway walls
- ☐ Color to match existing
- ☐ Strip and repaint 2 exterior metal doors
- ☐ All work accomplished on off hours

**e. Replace window coverings throughout.**

Manual MechoShade Urban Shade with 1600 series (3% open) fabric for all areas except South 2nd floor, which will receive 1100 series (1% open) fabric for better solar protection. Lunchroom to receive the 1600 series.

- A) 1st floor West Cubicle area including one office 25 Manual Mechoshades installed
- B) 1st and 2nd floor lobbies 11 Manual Mechoshades installed
- C) 2nd floor North 29 Manual Mechoshades installed
- D) 2nd floor south, includes 1 office and lunchroom 38 Manual Mechoshades installed

**2. Exterior Parking Lot Lighting**

Install 11 new LED 300 watt 5000K pole lights on existing poles to replace existing outdated and worn out lights.

**3. First Floor**

**a. Lobby – Replace VCT flooring with new porcelain tile floor – apprx. 1,900sq. ft.**

**b. Women's Restroom**

New ceramic tile at floor and walls - over existing; install ADA compliant threshold, if needed  
Remove and replace toilet partitions including privacy strips

Remove and reinstall a new sink countertop with new Formica Brand Solid Surface material or other hard top material at Landlord's sole discretion  
Remove and reinstall toilets  
Replace lighting and rework fan  
Supply and install new mirror  
Add kick plate at the base of the entry door

**c. Men's Restroom**

New ceramic tile at floor and walls - over existing; install ADA compliant threshold, if needed  
Remove and reinstall toilet partitions including privacy strips  
Remove and replace sink counter with new Formica Brand Solid Surface material or other hard top material at Landlord's sole discretion  
Remove and reinstall toilets and urinal  
Replace lighting and rework fan  
Supply and install new mirror  
Add kick plates at the base of the entry door

**d. Employee Break room/Lounge**

2 - 6' base cabinets with Formica Brand laminate counter or other hard top material at Landlord's sole discretion.  
1 - 6' upper wall case cabinet  
New microwave (1)  
New LVT floor in simulated wood  
New sink/ faucet/ disposal

**e. Conference Room**

Approximately 240 linear ft. of 6" wide flat vinyl rub rail as wall protection – standard colors  
Remove carpet and install new vinyl floor  
(Standard Excelon VCT material or similar) at one conference room

**f. New exterior door sweep and maintenance**

**g. Supply and install new 3'x6'-8" door with glass/speaker/pass thru at first floor lobby**

**h. Single restroom near conference room**

Remove and reinstall wall hung sink and toilet  
Remove existing wall covering and repaint  
Supply and install new ceramic tile floor; install ADA compliant threshold, if needed

**4. Second Floor**

**a. Women's Restroom**

New ceramic tile at floor and walls - over existing; install ADA compliant threshold, if needed  
Remove and replace toilet partitions including privacy strips  
Remove and replace sink counter with new Formica Brand Solid Surface material or other hard top material at Landlord's sole discretion  
Remove and reinstall toilets  
Replace lighting and rework fan  
Supply and install new mirror  
Add kick plate at the base of the entry door

**b. Men's Restroom**

New ceramic tile at floor and walls - over existing; install ADA compliant threshold, if needed  
Remove and replace toilet partitions including privacy strips  
Remove and replace sink counter with new Formica Brand Solid Surface material or other hard top material at Landlord's sole discretion  
Remove and reinstall toilets and urinal  
Replace lighting and rework fan  
Supply and install new mirror  
Add kick plates at the base of the entry door

**c. Employee Break Room / Lounge**

20' base cabinets with new Formica Brand Solid Surface material or other hard top material at Landlord's sole discretion

20' upper wall case cabinet  
New microwave  
New LVT floor in simulated wood  
New sink/faucet/disposal  
Electric:  
Install dedicated circuit outlet  
Add 2 new counter outlets

**d. Tint windows in SW corner for heat control**

EXHIBIT B  
LEGAL DESCRIPTION

The land referred to in this Commitment is situated in the City of Bell, County of Los Angeles, State of California, and is described as follows:

PARCEL A:

Parcel 1 of Parcel Map No. 106, in the City of Bell, County of Los Angeles, State of California, as per map recorded in Book 202 Pages 72 to 74 inclusive of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPT therefrom all subsurface minerals and rights thereto, without the right to enter upon or use the surface thereof, as provided in the Deed recorded August 9, 1946 as Instrument No. 2857 in Book 23513 Page 240 of Official Records.

PARCEL B:

An easement for parking purposes as more particularly described in that certain Grant of Parking Easement executed by and between Newcrow IV, a California general partnership and Bristol Industrial, I, LLC, a Delaware limited liability company dated as of December 10, 1999, and recorded in the Official Records of Los Angeles County, California, on December 16, 1999 as Instrument No. 99-2314407.

APN: 6332-002-028

EXHIBIT C  
COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated \_\_\_\_\_, 20\_\_\_\_, between COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant"), and UNITED SIBLINGS LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 5460 BANDINI BOULEVARD ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_ ("Possession Date").
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on \_\_\_\_\_ ("Commencement Date").
- 4) The Premises contain \_\_\_\_\_ rentable/gross square feet of space; and

For clarification and the purpose of calculating future rental rate adjustments:

- 1) Base Rent per month is \_\_\_\_\_.
- 2) The Base Index Month is \_\_\_\_\_.
- 3) The Base Index is \_\_\_\_\_.
- 4) The New Index Month is \_\_\_\_\_.

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Tenant:**

**COUNTY OF LOS ANGELES,**  
a body politic and corporate

**Landlord:**

**UNITED SIBLINGS LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_



EXHIBIT D  
HEATING, VENTILATION, AND AIR CONDITIONING STANDARDS

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT E  
CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

- A. Carpets vacuumed.
- B. Composition floors dust-mopped.
- C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- D. Waste baskets, other trash receptacles emptied.
- E. Chairs and waste baskets returned to proper position.
- F. Fingerprints removed from glass doors and partitions.
- G. Drinking fountains cleaned, sanitized and polished.
- H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- I. Bulb and tube replacements, as required.
- J. Emergency exit signage and egress battery replacement (if applicable)
- K. Graffiti expunged as needed within two working days after notice by Tenant
- L. Floors washed as needed.
- M. Kitchen/lunchroom/restroom supplies replenished including paper supplies, soap and.
- N. Exclusive day porter service from \_\_\_\_\_ to \_\_\_\_\_ (if provided by contract).

2. WEEKLY

- A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
- B. Window sills, ledges and wood paneling and molding dusted.

3. MONTHLY

- A. Floors washed and waxed in uncarpeted office area.
- B. High-reach areas, door frames and tops of partitions dusted.
- C. Upholstered furniture vacuumed, plastic and leather furniture wiped
- D. Picture moldings and frames dusted.
- E. Wall vents and ceiling vents vacuumed.
- F. Carpet professionally spot cleaned as required to remove stains.
- G. HVAC chiller water checked for bacteria, water conditioned as necessary.

4. QUARTERLY

- A. Light fixtures cleaned and dusted, but not less frequently than quarterly.
- B. Wood furniture polished.
- C. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
- D. HVAC units serviced for preventative maintenance purposes, all filters changed.

5. SEMI-ANNUALLY

- A. Windows washed as required inside and outside but not less frequently than twice annually.
- B. All painted wall and door surfaces washed and stains removed.
- C. All walls treated with vinyl covering washed and stains removed.

6. ANNUALLY

- A. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
- B. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
- C. Touch-up paint all interior painted surfaces in a color and finish to match existing.

7. AS NEEDED

- A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
- C. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator and as needed.
- D. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. Carpet to be replaced as needed. The following schedule will be maintained for carpet cleaning:
  - i. heavy traffic areas as needed with a minimum frequency of bi-monthly [six (6) times per year];
  - ii. moderate traffic areas cleaned as needed with a minimum of once every six (6) months [two (2) times per year]; and
  - iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

- E. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6 C. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
- F. All HVAC ducts cleaned as need but no less than every five (5) years.

8. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

# EXHIBIT F

01/27/2000 15:25 1002200000

PAGE 02/00

FIRST AMERICAN TITLE COMPANY

RECORDING REQUESTED BY

99 2314407

First American Title Company

AND WHEN RECORDED MAIL TO

Orick, Harrington & Sutcliffe LLP  
777 South Figueroa Street, Suite 3200  
Los Angeles, California 90017  
Attn: Jim Grayson, Esq.

DA FEE Code 20 \$ 2.00

FEE \$ 6.40

Space above for Recorder's Use Only

## GRANT OF PARKING EASEMENT

THIS GRANT OF PARKING EASEMENT (this "Agreement") is made this 10<sup>th</sup> day of December, 1999, by NEWCROW IV, a California general partnership ("Owner") to BRISTOL INDUSTRIAL I, LLC, a Delaware limited liability company ("Purchaser")

## RECITALS

A. Concurrently with the execution and delivery hereof, Purchaser has acquired from Crow-Copley-Bell #1 Associates, a California general partnership ("Seller"), pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions by and among Seller, Crow-Copley-Commerce #1 Associates, a California general partnership, collectively as seller, and Bristol Group, Inc., a California corporation, as purchaser, dated July 28, 1999, as assigned by Bristol to Purchaser pursuant to that certain Assignment and Assumption of Purchase and Sale Agreement and Joint Escrow Instructions dated as of November 22, 1999 (as heretofore amended and assigned, the "Purchase Agreement"), fee title to certain real property in the City of Bell, County of Los Angeles, California, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Purchaser's Property")

B. Owner is the record owner of certain parcels of land near the Purchaser's Property and more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Owner's Property"). Owner previously provided to Seller a license to use up to one hundred and two (102) automobile parking spaces in the parking garage structure located on a portion of the Owner's Property pursuant to that certain Letter Agreement dated as of January 23, 1998, by and between Owner and Seller

C. Owner desires to grant to Purchaser, and Purchaser desires to accept from Owner, an easement over the parking garage structure located on the Owner's Property and more particularly described on Exhibit "C-1" and depicted on Exhibit "C-2", both as attached hereto and incorporated herein by this reference ("Parking Garage") for parking of up to fifty-two (52) automobiles and the option to lease up to an additional fifty (50) parking spaces in the Parking

504-275 015-4  
C1072 07572 1 0000000000

9831323-77

DOCUMENT I

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
222 South Hill Street  
3rd Floor  
Los Angeles, California 90012

)  
)  
)  
)  
)  
)  
)

Space above for Recorder's Use

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SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and among COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit B. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated \_\_\_\_\_ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises, option to purchase the Property, or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination, which is conditioned upon the non-disturbance agreement of Borrower and Lender in Section 3 of this Agreement.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The Transfer of the Property or any enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby, or deprive tenant of any other property rights granted pursuant to the Lease.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not (a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease including Borrower; or (b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; or (d) be obligated for any security deposit not actually delivered to Purchaser; or (e) be bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by the Lender.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

To Tenant: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, State of California. This Agreement is the entire Agreement between the Lender and Tenant and may only be modified by a written amendment executed by Lender and Tenant.

**APPROVED AS TO FORM**

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy

**TENANT:**

**COUNTY OF LOS ANGELES,**  
a body politic and corporate

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
Director of Real Estate Division

BORROWER: *[Insert name of borrower]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER: *[Insert name of Lender]*,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DOCUMENT II  
TENANT ESTOPPEL CERTIFICATE



To: [Insert name of party to rely on document]

Attn: \_\_\_\_\_

Re:    Date of Certificate: \_\_\_\_\_  
      Lease Dated: \_\_\_\_\_  
      Current Landlord: \_\_\_\_\_  
      Located at: \_\_\_\_\_  
      Premises: \_\_\_\_\_  
      Commencement Date of Term: \_\_\_\_\_  
      Expiration Date: \_\_\_\_\_  
      Current Rent: \_\_\_\_\_

County of Los Angeles ("Tenant") hereby certifies that as of the date hereof:

1.        Tenant is the present owner and holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2.        (a)    A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

          (b)    The current Rent is set forth above.

          (c)    The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Except as specified in the Lease, Tenant has no option or right to renew, extend or cancel the Lease.

          (d)    Except as specified in the Lease, Tenant has no option or right to lease additional space in the Premises or Building or to use any parking.

          (e)    Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

          (f)    Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3.        (a)    The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

          (b)    To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

          (c)    The interest of Tenant in the Lease has not been assigned or encumbered. Tenant is not entitled to any credit against any rent or other charge

or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4.        All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of Landlord's obligations with respect to tenant improvements have been fully performed.

5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, State of California.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Director of Real Estate

APPROVED AS TO FORM

Mary C. Wickham  
County Counsel

By: \_\_\_\_\_  
Deputy

DOCUMENT III  
COMMUNITY BUSINESS ENTERPRISE FORM

**INSTRUCTIONS:** All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of CBE participation. The information requested below is for statistical purposes only. On final analysis and consideration, leases will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

Firm Name UNITED SIBLINGS LLC  
 Address 9460 WILSHIRE BLVD # 300  
 Contact Name DENA SCHECHTER  
 Telephone No. 310 274 5291  
 Total # of Employees 0  
 Business Structure\* LLC  
 \*Corporation, Partnership, etc.

MINORITY/WOMEN PARTICIPATION IN FIRM

	OWNERS	ASSOCIATE PARTNERS
Black/African American		
Hispanic/Latin		
Asian American		
Portuguese American		
A. Indian/Alaskan		
All Others	2	
<b>TOTAL</b>	2	
Women*	1	

\*Should be included in counts above and reported separately

PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

	TOTAL # OF OWNERS	% OF OWNERSHIP
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others	2	50/50
<b>TOTAL</b>	2	
Women*	1	50

\*Should be included in counts above and reported separately

CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

Is your firm currently certified as a minority owned business firm by the:

	yes	No
State of California?		X
City of Los Angeles?		X
Federal Government?		X

WE DO NOT WISH TO PROVIDE

Initial

Initial here if applicable

SIGNED:

TITLE:

DATE:

*[Signature]*  
*Manager*  
*1/30/190*

DOCUMENT III  
COMMUNITY BUSINESS ENTERPRISE FORM

**INSTRUCTIONS:** All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of CBE participation. The information requested below is for statistical purposes only. On final analysis and consideration, leases will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

Firm Name	
Address	
Contact Name	
Telephone No.	
Total # of Employees	
Business Structure*	

\*Corporation, Partnership, etc.

MINORITY/WOMEN PARTICIPATION IN FIRM

	OWNERS	ASSOCIATE PARTNERS
Black/African American		
Hispanic/Latin		
Asian American		
Portuguese American		
A. Indian/Alaskan		
All Others		
<b>TOTAL</b>		
Women*		

*\*Should be included in counts above and reported separately)*

PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

	TOTAL # OF OWNERS	% OF OWNERSHIP
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		
<b>TOTAL</b>		
Women*		

*\*Should be included in counts above and reported separately)*

CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

Is your firm currently certified as a minority owned business firm by the:

	yes	No
State of California?		
City of Los Angeles?		
Federal Government?		

WE DO NOT WISH TO PROVIDE

Initial

Initial here if applicable	
----------------------------	--

SIGNED:

TITLE:

DATE:

DOCUMENT IV  
MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

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**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into by and between UNITED SIBLINGS LLC, a California limited liability company (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant") who agree as follows:

Landlord and Tenant hereby enter a Lease of certain property (the "Lease") in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on \_\_\_\_\_, 20\_\_\_\_, and ending on a date \_\_\_\_\_ ( ) years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in a certain unrecorded Lease between Landlord and Tenant dated \_\_\_\_\_, 20\_\_\_\_.

[Tenant has the option to extend the term of the Lease for a period of \_\_\_\_ ( ) years, subject to the terms and conditions of the Lease.]

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_\_\_.

LANDLORD:

UNITED SIBLINGS LLC, a California  
limited liability company

TENANT:

COUNTY OF LOS ANGELES, a  
public body corporate and politic

By:

\_\_\_\_\_

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

Its:

\_\_\_\_\_

DOCUMENT V  
REQUEST FOR NOTICE

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

County of Los Angeles  
CHIEF EXECUTIVE OFFICE  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

---

**REQUEST FOR NOTICE**

**(UNDER SECTION 2924b CIVIL CODE)**

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust described below:

Date of Recording of Deed of Trust

Instrument Number of Deed of Trust

Trustor

Trustee

Beneficiary

be mailed to County of Los Angeles, Chief Executive Office, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012, Attention: Director of Real Estate.

LENDER:

\_\_\_\_\_

By: \_\_\_\_\_  
SIGNEE'S NAME

Its: \_\_\_\_\_

MUST USE CURRENT NOTARY FORM



# BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	9/12/2019	
<b>BOARD MEETING</b>	10/1/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All Supervisorial Districts	
<b>DEPARTMENT</b>	ISD	
<b>SUBJECT</b>	Request approval to utilize Information Technology Funds (ITF) for a Personal Computer Refresh Program to update Departmental personal computers.	
<b>PROGRAM</b>		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Approve and authorize the utilization of \$6,511,592 from the ITF for personal computer replacement for the outdated equipment that is having a detrimental effect on County departments' operations. Direct the CEO to transfer the requested ITF funds to ISD for acquisition of new PC equipment.	
<b>COST &amp; FUNDING</b>	Total cost: \$6,511,592	Funding source: Information Technology Funds
	TERMS (if applicable):	
	Explanation: The ITF was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public, generate operational improvements to one or more departments or programs, and improve inter-departmental or inter-agency collaboration. The CIO worked with the CEO and the 16 departments during the FY 2019 - 2020 budget process to determine their PC replacement values using an estimated bulk bid cost for desktops and laptops. Sufficient appropriation in the amount of \$6,511,592 is available in the ITF.	
<b>PURPOSE OF REQUEST</b>	The goal of the PC Refresh Program is to provide one-time funds for 16 County departments (Animal Care & Control, Assessor, Auditor-Controller, Board of Supervisors' Executive Office, County Counsel, Human Resources, Medical Examiner-Coroner, Military and Veterans Affairs, Parks & Recreation, Probation, Public Defender, Regional Planning, Registrar-Recorder/County Clerk, Sheriff, Treasurer & Tax Collector, and Workforce Development, Aging and Community Services) that have an urgent need to replace outdated and obsolete PC desktops and laptops that are five years or older. . ISD has partnered with the Chief Information Office (CIO) and the affected departments to identify approximately 9,000 of these older computers, as these present both increased security and productivity risks for departments. <ol style="list-style-type: none"> <li>1. Security Risks – Microsoft's Windows 7 operating system will sunset in 2020 and County departments will need to move to Windows 10. The County is investing in Windows 10 applications and many of these older PC's are not capable of migrating to Windows 10 and need to be replaced.</li> <li>2. Productivity and Efficiency Risks – as County departments invest in newer computing applications such as Microsoft 365, the older PC's are impacting the departments' productivity due to a high failure rate as the PCs age to five years or older.</li> </ol>	
<b>BACKGROUND (include internal/external issues that may exist)</b>	ISD Purchasing maintains the Consolidated Computer Purchase Program (CCPP) in which vendors are prequalified to supply PCs to the County that meet its specifications. The standard County terms and conditions are included in the CCPP Master Agreements, in addition to the Board's required provisions.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: • James Hall, Sr Info Technology Consultant, CIO, (562) 658-4611	



SCOTT MINNIX  
Director

# County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

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

*"Trusted Partner and Provider of Choice"*

October 1, 2019

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

Dear Supervisors:

**APPROVAL TO UTILIZE INFORMATION TECHNOLOGY FUNDS (ITF)  
FOR A PERSONAL COMPUTER REFRESH PROGRAM TO UPDATE  
DEPARTMENTAL PERSONAL COMPUTERS  
(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Internal Services Department (ISD) is requesting Board approval to utilize \$6,511,592 from the County's ITF for the Personal Computer (PC) Refresh Program for the replacement of outdated computer equipment that is having a detrimental effect on County departments' operations.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the utilization of \$6,511,592 from the ITF for personal computer (PC) replacements for the outdated equipment that is having a detrimental effect on County departments' operations.
2. Direct the Chief Executive Office (CEO) to transfer the requested ITF funds to ISD for the acquisition of new PC equipment.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The goal of the PC Refresh Program is to provide one-time funds for 16 County departments (Animal Care & Control, Assessor, Auditor-Controller, Board of Supervisors' Executive Office, County Counsel, Human Resources, Medical Examiner-Coroner, Military and Veterans Affairs, Parks & Recreation, Probation, Public Defender,

*"To Enrich Lives Through Effective And Caring Service"*  
***Please Conserve Paper – This Document and Copies are Two-Sided  
Intra-County Correspondence Sent Electronically Only***

Regional Planning, Registrar-Recorder/County Clerk, Sheriff, Treasurer & Tax Collector, and Workforce Development, Aging and Community Services) that have an urgent need to replace outdated and obsolete PC desktops and laptops that are five years or older.

ISD has partnered with the Chief Information Office (CIO) and the affected departments to identify approximately 9,000 of these older computers, as these present both increased security and productivity risks for departments.

1. Security Risks – Microsoft's Windows 7 operating system will sunset in 2020 and County departments will need to move to Windows 10. The County is investing in Windows 10 applications and many of these older PC's are not capable of migrating to Windows 10 and need to be replaced.
2. Productivity and Efficiency Risks – as County departments invest in newer computing applications such as Microsoft 365, the older PC's are impacting the departments' productivity due to a high failure rate as the PCs age to five years or older.

During the FY 2019 - 2020 recommended budget process, net County cost departments identified a need for in 2019 - 2020 due to the reasons documented above. These items were deferred in the recommended budget pending an approved proposal by the Information Technology Investment Board (ITIB) for PC replacement funds. The ITIB approved the request in May 2019.

While the affected departments will have flexibility regarding the type of computers they request under this program, the CIO and ISD strongly encourage the selection of computing devices that align with the County's IT Enterprise Strategic Goals, specifically mobility. This will require a shift from traditional desktop computers to laptops and tablets where applicable.

## **IMPLEMENTATION OF STRATEGIC PLANNING GOALS**

The recommended action supports Strategy III.2, Embrace Digital Government for the Benefit of Our Internal Customers and Communities and III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

The ITF was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public, generate operational improvements to one or more departments or programs, and improve inter-departmental or inter-

agency collaboration. The CIO worked with the CEO and the 16 departments during the FY 2019 - 2020 budget process to determine their PC replacement values using an estimated bulk bid cost for desktops and laptops. Sufficient appropriation in the amount of \$6,511,592 is available in the ITF.

There is no fiscal impact to County departments.

### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

ISD Purchasing maintains the Consolidated Computer Purchase Program (CCPP) in which vendors are prequalified to supply PCs to the County that meet its specifications. The standard County terms and conditions are included in the CCPP Master Agreements, in addition to the Board's required provisions.

The CIO has reviewed this Board Letter and recommends approval. The CIO determined that the recommended action simply replaces end-of-life computers, therefore, no formal CIO Analysis is required.

### **CONTRACTING PROCESS**

The acquisition of PC's falls under the statutory authority of the County Purchasing Agent and will be accomplished in accordance with the County's purchasing policies and procedures.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The PC Refresh Program will positively impact the current services performed by County departments. The PC Refresh Program will reduce security risks posed by outdated PC's and enable County employees to utilize modern computing applications such as Microsoft Office 365 operate with increased productivity and efficiencies.

### **CONCLUSION**

Upon your Board's approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Director, ISD.

The Honorable Board of Supervisors  
October 1, 2019  
Page 2

Respectfully submitted,

SCOTT MINNIX  
Director

SM:SH:DW:ne

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

Reviewed by,

WILLIAM KEHOE  
Chief Information Officer

# BOARD LETTER – HALL OF RECORDS 7<sup>TH</sup> FLOOR RENOVATION PROJECT FACT SHEET

<b>CLUSTER AGENDA REVIEW DATE</b>	9/12/2019	
<b>BOARD MEETING</b>	10/1/2019	
<b>SUPERVISORIAL DISTRICT</b>	FIRST	
<b>DEPARTMENT</b>	CHIEF EXECUTIVE OFFICE	
<b>SUBJECT</b>	<b>APPROVE REVISED SCOPE AND BUDGET, APPROPRIATION ADJUSTMENT AND PROFESSIONAL SERVICES AGREEMENT AMENDMENT FOR THE HALL OF RECORDS 7<sup>TH</sup> FLOOR RENOVATION PROJECT</b>	
<b>PROGRAM</b>	CAPITAL PROGRAMS	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$11,600,000	Funding source: NCC
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	<b>RECOMMENDATIONS:</b> <ol style="list-style-type: none"> <li>Find the revisions to the previously approved project exempt from CEQA.</li> <li>Approve the revisions to the previously approved scope of work and budget of \$11,600,000</li> <li>Approve an appropriation adjustment to transfer \$827,000 from the Hall of Records Modernization project, Capital Project No. 87363, to the Hall of Records 7th Floor Renovation project, Capital Project No. 87365.</li> <li>Authorize the Chief Executive Officer, or her designee, to approve and execute an amendment to the Professional Services Agreement with the Smith Group JJR, as needed, including to make changes to the statement of work, pricing schedule, contract sum and to extend the term of the agreement to project completion, to provide design and support services for the project, provided that the aggregate increase in the contract sum does not exceed \$100,000 to a total maximum contract amount of \$970,000, upon approval as to form by County Counsel.</li> <li>Authorize the Director of Public Works, or his designee, to use Board-approved Job Order Contracts.</li> </ol>	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>On March 13, 2018, the Board approved Capital Project No. 87365, Hall of Records 7th Floor Renovation project. The Board also authorized the Chief Executive Officer to execute amendments to the Professional Services Agreement, Contract Number AO-17-400, with the Smith Group JJR to provide additional design and support services for the HOR 7th Floor. On December 03, 2018, Smith Group completed design plans for the record storage space.</p> <p>The proposed and amended project now includes demolition, abatement, remodeling and renovation for the record storage (stack) space, which is an additional 7,000 square feet. This work will also require additional design and support services. Therefore, it is recommended that the Professional Services Agreement with Smith Group JJR be extended to project completion with a not to exceed budget increase of \$100,000 to a total maximum contract amount of \$970,000.</p> <p>This Board Letter must be submitted to OPS Cluster by August 30 to make it onto the September 12 Cluster Meeting agenda.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Matthew Bukirin, CEO Analyst, 213.974.1360, <a href="mailto:MBukirin@ceo.lacounty.gov">MBukirin@ceo.lacounty.gov</a>	



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (828) 458-5100  
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE  
REFER TO FILE

October 1, 2019

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
PUBLIC BUILDINGS CORE SERVICE AREA  
THE HALL OF RECORDS 7TH FLOOR RENOVATION PROJECT  
APPROVE REVISED PROJECT SCOPE OF WORK AND BUDGET,  
APPROVE APPROPRIATION ADJUSTMENT,  
AND SUPPLEMENTAL PROFESSIONAL SERVICES  
CAPITAL PROJECT NO. 87365  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

These actions will approve the proposed revisions to the scope of work and budget for the Hall of Records 7<sup>th</sup> Floor Renovation Project; authorize the Chief Executive Officer or her designee to execute an amendment to the Professional Services Agreement Contract with Smith Group JJR to provide additional design services; and authorize the Director of Public Works or his designee to use Job Order Contracts to deliver the project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the revisions to the previously approved project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve revised project scope and budget of \$11,600,000 from the previously approved \$7,700,000, for Capital Project No. 87365, Hall of Records 7th Floor Renovation project. The revisions to the scope of work include additional design,

construction, change order contingency, consultant services, FF&E and miscellaneous expenditures, and County services for the remodeling of an additional 7,000 square feet in the Hall of Records 7<sup>th</sup> Floor record storage space.

3. Approve an appropriation adjustment to transfer \$827,000 from the Hall of Records Modernization project, Capital Project No. 87363, to the Hall of Records 7th Floor Renovation project, Capital Project No. 87365.
4. Authorize the Chief Executive Officer, or her designee, to approve and execute an amendment to the Professional Services Agreement, Contract Number AO-17-400 with the Smith Group JJR to extend the term of the agreement to and until project completion and to increase the contract sum by \$100,000 to provide additional construction administration, specialized lighting design, and Information Technology (IT) design for the record storage space in the Hall of Records 7th Floor Renovation project, Capital Project No. 87365, increasing the total contract amount to \$970,000.
5. Authorize the Director of Public Works, or his designee, to use Board-approved Job Order Contracts for the demolition and remodeling of the record storage space for the Hall of Records 7<sup>th</sup> Floor Renovation project, Capital Project No. 87365.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find the proposed revisions to the previously approved Hall of Records (HOR) 7th Floor Renovation project exempt from the California Environmental Quality Act (CEQA); approve the revised project and budget; approve appropriation adjustment; authorize the Chief Executive Officer, or her designee, to approve and execute an amendment to the Professional Services Agreement with the Smith Group JJR, to increase the contract amount and extend the contract term until project completion, to provide for design and support services for the HOR 7th Floor Renovation project; and authorize the Director of Public Works, or his designee, to use Board-approved Job Order Contracts (JOC) to deliver the project.

#### **HOR 7th Floor Renovation Project**

On March 13, 2018, the Board approved Capital Project No. 87365, Hall of Records 7th Floor Renovation project and total project budget of \$7,700,000, which would remodel the 19,000 square feet of office space on the north side of the building. The Board also authorized the Chief Executive Officer to execute amendments to the Professional



Services Agreement with the Smith Group JJR to provide additional design and support services for the HOR 7<sup>th</sup> Floor Renovation project.

During design, the District Attorney's office vacated the HOR 7<sup>th</sup> Floor record storage space located on the south side, which presented a new opportunity to remodel an additional 7,000 square feet providing additional office space for CEO staff who are currently in leased space, and thereby reducing on-going costs.

To implement the remodeling of the records storage space, the project scope of work on HOR 7th floor must be revised to include the following: final design, which includes specialized lighting design and IT design, additional construction administration, demolition and abatement of hazardous materials; various remodeling activities, including a remodeling the ceiling system; flooring; painting; mechanical, electrical, and plumbing infrastructure; and Americans with Disabilities Act compliant restrooms. To complete the design and additional construction administration, the Professional Services Agreement with Smith Group JJR will require an amendment to increase the contract sum, extend the term and add scope. The furniture, fixtures, and equipment (FF&E) for the remodeled record storage space will be purchased by the Internal Services Department (ISD) through supplement to the previously competitively-procured contract for the originally remodeled space on the north side of the building. Remodeling the records storage space also requires additional funds to be provided through an appropriation adjustment, which is further detailed in the fiscal impact/financing section below.

The revised project is anticipated to be substantially completed by the end of February 2020.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The HOR 7th Floor Renovation project will contribute to these goals by reutilizing under-used and underperforming areas of the building. The recommended actions help to achieve these goals by converting and improving an existing structure that will provide centralized services for a quicker response to the community and by reducing lease expenses.

### **FISCAL IMPACT/FINANCING**

The total revised cost of the HOR 7<sup>th</sup> Floor Renovation project is estimated at \$11,600,000, including design, construction, change orders, consultant services, FF&E, miscellaneous expenditures, and County services. The \$11,600,000 consists of the original \$7,700,000 for remodeling the East and West Wings located on the north side of the 7<sup>th</sup> Floor, an additional \$3,400,000 for the record storage space located separately on the south side, and an additional \$500,000 for Information Technology (IT) equipment and appliances. The IT equipment and appliances will be procured through a Telecommunications Equipment and Services Master Agreement (TESMA), which is a separate competitive solicitation process.

The HOR 7<sup>th</sup> Floor Renovation Project (CP 87365) currently has \$10,773,000 in funding. Approval of an appropriation adjustment (attached) will transfer \$827,000 from Hall of Records Modernization project, Capital Project No. 87363, to the Hall of Records 7<sup>th</sup> Floor Renovation project, Capital Project No. 87365. The CEO is currently reviewing a feasibility study for the Hall of Records Modernization and this project is not anticipated to move forward at this time. Upon approval of the appropriation adjustment, there will be sufficient funding available in the Capital Project No. 87365, to fully fund the Hall of Records 7<sup>th</sup> Floor Renovation project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with the Board's Civic Art Policy amended on August 11, 2015, the HOR 7<sup>th</sup> Floor Renovation project, Capital Project No. 87365, includes 1 percent of design and construction costs of \$23,000 for the record storage space to be allocated for Civic Art.

### **ENVIRONMENTAL DOCUMENTATION**

On March 13, 2018, the Board found the HOR 7<sup>th</sup> Floor Renovation Project exempt from CEQA under Sections 15301, Class 1 (a), (d) and (e), 15302, Class 2 (c), 15303, Class 3 (c), 15331, Class 31 of the State CEQA Guidelines and Classes 1 and 2 of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines since the project consisted of abatement of hazardous materials, elevator lobby renovation, upgraded mechanical, electrical and plumbing infrastructure, ADA compliant restrooms, and new furniture, fixtures and equipment. A Notice of Exemption was filed on March 21, 2018.

The proposed revisions to the previously approved project scope are also categorically exemption from CEQA because they consist of the same type of work as the original

project, which was previously found to be exempt. The revisions to the scope of work therefore also fall within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet criteria of specific classes of categorical exemptions. The revised scope involves interior alterations, demolition and abatement of interior walls, flooring and plumbing systems, code updates, replacement of heating ventilation and cooling equipment, a fire alarm system, updated lighting, installation of new conference rooms, audio visual conference room equipment and a kitchenette counter. The revised project will have negligible expansion of use and replacement components will have the same capacity. The proposed project has been found to be consistent with established standards for historic resource rehabilitation and will be carried out in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and is categorically exempt from the provisions of CEQA. These actions meet the criteria set forth in California Environmental Quality Act, Sections 15301, 15302, Section 15303 and Section 15331 of the State CEQA Guidelines and Classes 1 sections (c), (d) and (g), Section 2(e) and 3 of the County of Los Angeles' Environmental Procedures and Guidelines, Appendix G.

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

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

### **CONTRACTING PROCESS**

On January 10, 2017, the Board delegated authority to the Chief Executive Officer or her designee to execute a professional services agreement with Smith Group JJR to provide office space planning and professional design consulting services for the HOR 7<sup>th</sup> Floor Renovation project for a not-to-exceed amount of \$470,000. On March 13, 2018 the Board delegated authority to the Chief Executive Office to execute Amendment Number 1 extending the agreement term, providing additional design and support services, and authorized increases in the contract sum to a not-to-exceed amount of \$870,000.

On May 24, 2018, the Chief Executive Office executed Amendment Number 2 to extend the agreement to June 30, 2019. Amendment Number 3, was executed by the Chief

Executive Office on June 28, 2019, then extended the contract to August 31, 2019. Subsequently, Amendment Number 4 was executed on August 28, 2019, to extend the term of the agreement to November 30, 2019 and increase the contract sum to the maximum total contract sum approved by the Board of \$870,000.

Approval of this amendment will increase the contract sum to \$970,000, extend the agreement term to and until project completion, and to provide additional construction administration, specialized lighting design, and Information Technology (IT) design for the record storage space in the HOR 7th Floor Renovation project.

The proposed record storage space portion of the HOR 7th Floor Renovation project includes demolition and remodeling work, and will be carried out using Board-approved JOCs.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Hall of Records will remain fully operational during construction. We anticipate that some demolition, abatement, and construction will need to be performed in the off-hours to help reduce impacts to the tenants on other floors of the building.

The Honorable Board of Supervisors  
October 1, 2019  
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**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Project Management Division I, and one copy to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

MARK PESTRELLA  
Director of Public Works

MP:AKM:cg

Enclosure

c: Arts Commission  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Public Social Services (GAIN/GROW Program)

# DRAFT – FOR DISCUSSION PURPOSES ONLY



## *Los Angeles County* **BOARD OF SUPERVISORS POLICY MANUAL**

Policy #:	Title:	Effective Date:
<b>X.XXX</b>	<b>Medical Equipment Warranty (original and extended) and Maintenance Agreements – Pilot Project</b>	<b>10/XX/19</b>

### PURPOSE

Establish a pilot project to allow the Los Angeles County (County) Health Agency departments to purchase medical equipment warranty (original and extended) and maintenance agreements (Services) in conjunction with an original equipment purchase. These Services include maintenance, warranty, installation, training and implementation services.

This will enable the County to negotiate pricing for medical equipment and Services at the same time, from the same vendor, to realize lower overall pricing, and to ensure that medical equipment is maintained during its useful life. These Services, if procured concurrently with the affected equipment, will not be considered sole source.

### REFERENCE

Internal Services Department (ISD) Purchasing Policy number P-3600, "Purchase Orders for Services" (Updated July 1, 2010)

Board Order 8101601-59, of October 16, 2001, implementing a policy to require Board Approval to Purchase Equipment costing more than \$250,000

Exhibit A to Board Policy **XXXXYY**: Pilot Project Procedural Guidelines (*to be determined by the Director of Internal Services*)

### POLICY

#### **Background and Issue**

The County Health Agency departments purchase medical equipment (medication dispensing machines, x-ray machines, robotic surgery equipment, microscopes, etc.) through the County Purchasing Agent's (Director of Internal Services) purchasing authority for commodities under the California Government Code. The County Purchasing Agent may also purchase services associated with the commodity purchase in an amount of \$200,000 or less than 30% of the total purchase order amount whichever is greater. Under the existing guideline, if a purchase order totals \$1,000,000, no more than \$300,000 may be related to services.

# DRAFT – FOR DISCUSSION PURPOSES ONLY

The Purchasing Agent also currently has the authority, pursuant to California Government Code Section 25502.5, to issue purchase orders for services in amounts up to \$200,000.

Under existing State law, the Purchasing Agent has unlimited authority to purchase goods for the County. For equipment purchases of \$250,000 or more, however, the Board requires County departments to obtain Board approval for such purchases. (See Board Order 8101601-59 of October 16, 2001.)

County Health Agency departments often need to procure Services on complex medical equipment where County staff do not have the technical expertise and/or resources to maintain the equipment in good working order or where only the original equipment manufacturer (OEM) can maintain the equipment and/or provide propriety software upgrades.

Due to the limited authority of the Purchasing Agent to purchase services, Health Agency departments are only able to purchase minimal, but necessary, Services in conjunction (and on the same purchase order) with the initial equipment purchase. This results in Health Agency departments paying for the equipment maintenance and repair services based on a time and material basis. This process is typically more expensive versus purchasing these Services at the time of original material purchase.

## **Pilot Project Overview**

The pilot project will establish parameters and procedures for the purchase of Services (including training, installation, implementation, maintenance and/or warranty), for a term not exceeding five years, where the service component exceeds the Purchasing Agent's existing \$200,000 in service contract purchasing authority.

Based on research conducted by the Health Agency, Services should not exceed 45% of the total cost of the purchase order, for the duration of the pilot project. Based on this research, the Board has determined that the following shall be applicable to medical equipment purchases requested by the Health Agency:

### **1. For Equipment Purchases of less than \$250,000.**

Subject to the terms of this Board Policy, the Purchasing Agent may issue a Purchase Order to procure medical equipment, inclusive of a related Service, for the Health Agency provided the service component of the purchase does not exceed \$200,000..

### **2. For Equipment Purchases of \$250,000 or more.**

Subject to the terms of this Board Policy, the Health Agency Director will include a request, as a discrete component of the Medical Equipment Purchase Board Letter, for the Board of Supervisors to consider related Services. After Board approval, the Purchasing Agent will issue the Purchase Order in accordance with the authority granted by the Board.

The pilot project set forth in this Board Policy will be in effect for no more than two years. After 18 months of operations, the Chief Executive Officer, in consultation with the Purchasing Agent and the Health Agency Director, will submit an evaluation of the pilot project, with recommendations on (a) any necessary program design changes, (b) expansion to other types of equipment purchases, and (c) Countywide implementation. The Purchasing Agent will submit three reports to the Board of Supervisors, after six months, 12 months and 18 months of operations, listing all Services that were issued using this Board Authority.

## **Pilot Project Parameters**

- The pilot project will only be available to County Health Agency departments (Health Services, Mental Health, and Public Health) for Services purchased in conjunction with the respective medical equipment. Medical equipment includes medical, surgical, radiology, clinical laboratory

# DRAFT – FOR DISCUSSION PURPOSES ONLY

and pharmacy equipment and does not include equipment that is primarily related to information technology (i.e., computer servers).

- Prior to submitting a request to the Purchasing Agent, Health Agency departments will perform a cost-benefit analysis for the Services that will include an assessment of the relative risk and the useful life of the equipment.
- Services may only be purchased from an OEM vendor or OEM authorized reseller/distributor, and the same vendor must be used for the equipment (commodity) purchase and the Services purchase.
- Except as otherwise limited in this Board Policy, the Services costs, over the entire term of the Purchase Order, will be restricted to a maximum of 45% of the total cost of the purchase (i.e., equipment, installation, training, implementation, taxes and freight). For example, if the total cost of the purchase is \$1 million, the Services would be limited to \$450,000.)
- Services will have a maximum term of five years from the date of equipment purchase.
- Services will have cancellation provisions (to the extent that can be negotiated in favor of the County), in case the equipment is destroyed, lost, or stolen.
- Services payments may only be made up to one year in advance.
- Services may be requested so long as this Board Policy is in effect, or other authority is provided to the Purchasing Agent.
- Participating Health Agency departments may use either (a) the existing 30% Service Agreement authority (included in Purchasing Policy number P-3600) or (b) the expanded 45% Service Agreement authority as included in this Board Policy, but not both.

## RESPONSIBLE DEPARTMENT

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Internal Services Department

Chief Executive Office

Health Services

Public Health

Mental Health

## DATE ISSUED/SUNSET DATE

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Issue Date: <b>October XXX, 2019</b>	Sunset Review Date: <b>October XXX, 2021</b>
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