



County of Los Angeles
**CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER**

SACHI A. HAMAI
Chief Executive Officer

REVISED

NOTE: THIS WILL BE A TELECONFERENCE MEETING

DATE: March 18, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830
TELECONFERENCE CALL-IN NUMBER: (323) 776-6996
TELECONFERENCE ID: #662918410

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

~~MEMBERS OF THE PUBLIC WILL BE PROVIDED ACCESS TO PARTICIPATE VIA CALL-IN AT THE FOLLOWING LOCATION:~~

**~~KENNETH HAHN HALL OF ADMINISTRATION, ROOM 372
(SYBIL BRAND CONFERENCE ROOM)~~**

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 – Rick Velasquez/Gevork Simdjian**
 2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
IMPLEMENT CLASSIFICATION AND COMPENSATION
RECOMMENDATIONS
CEO – Irish Wong, Principal Analyst
 - B) Board Letter:
APPROVAL OF AGREEMENT WITH MLQ & LO CONSULTING LLC FOR
MAPAS MAINTENANCE AND SUPPORT SERVICES
LASD – Angelo Faiella, Contracts Manager
-

- C) Board Letter:
NOTIFICATION OF A SOLE SOURCE AMENDMENT AGREEMENT
003255 FOR INTEGRATED TRANSPORTATION MANAGEMENT
SYSTEM
DPW – Ron Matsuoka, Civil Engineer

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)

5. **NOTICE OF CLOSED SESSION:**

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

6. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

(5 minutes)

Board Letter:

CEO/RE/LASD – FOUR-YEAR LEASE
3055 WILSHIRE BOULEVARD, LOS ANGELES

Board Letter:

CEO/RE/LASD – FIVE-YEAR LEASE
901 CORPORATE CENTER DRIVE, MONTEREY PARK

Board Letter:

CEO/RE/DCFS – APPROVAL TO PAY ADDITIONAL INTEREST ON TENANT
IMPROVEMENT EXPENSES (LEASE NO. 71353)
1373 CENTER COURT DRIVE, COVINA

Board Letter:

CEO/RE/ISD – ORDER FOR EXPANSION SPACE
444 NORTH NASH STREET, EL SEGUNDO

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	3/18/2020							
BOARD MEETING	4/7/2020							
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS							
DEPARTMENT	CHIEF EXECUTIVE OFFICE							
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS							
PROGRAM								
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: below info from BL \$ 213,000 (ALL FUNDS) \$ 145,000 NCC</td><td style="width: 50%;">Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: below info from BL \$ 213,000 (ALL FUNDS) \$ 145,000 NCC	Funding source:	TERMS (if applicable):		Explanation:	
Total cost: below info from BL \$ 213,000 (ALL FUNDS) \$ 145,000 NCC	Funding source:							
TERMS (if applicable):								
Explanation:								
PURPOSE OF REQUEST	IMPLEMENT CLASSIFICATION AND COMPENSATION RECOMMENDATIONS							
BACKGROUND (include internal/external issues that may exist)	<p>This Board Letter includes:</p> <ol style="list-style-type: none"> 1. One (1) new unclassified classification for the Department of Health Services: <ol style="list-style-type: none"> a. Chief Financial Officer, Health Services (UC) (4559) (R18): This new classification will report directly to the Director of Health Services and has responsibility for all healthcare financial programs, services, and planning functions for DHS including fiscal services, revenue services, program audits and reimbursement, contract administration, budget management, financial technology systems, and capital planning. In its new role, the position will also represent the department's interests at the local, State and federal levels regarding healthcare funding, revenue reimbursement, and financial compliance and advise executive management on healthcare financial, contracting, and capital planning issues having a significant impact on departmental operations. This new classification will replace the currently classified Chief Financial Officer, Health Services (Item No. 4560) classification, which will be rendered obsolete and deleted in a subsequent Board Letter. 2. Deletion of one (1) non-represented classification: <ol style="list-style-type: none"> a. Compliance Officer, Fire (0701) at the Fire Department 3. Deletion of five (5) represented classifications: <ol style="list-style-type: none"> a. Appraiser Trainee (1960) <ul style="list-style-type: none"> ▪ Letter to union was dated October 31, 2019 ▪ On the December 16, 2019, 2019 ERCOM Agenda 							

	<ul style="list-style-type: none"> b. Clerical Trainee (1131) <ul style="list-style-type: none"> ▪ Letter to union was dated September 18, 2019 ▪ On the December 16, 2019, 2019 ERCOM Agenda c. Clinical Laboratory Equipment Specialist (3570) <ul style="list-style-type: none"> ▪ Letter to union was dated May 24, 2019 ▪ On the October 28, 2019 and November 18, 2019 ERCOM Agenda d. Chief, Property Planning, Internal Services Department (4114) <ul style="list-style-type: none"> ▪ Letter to union was dated May 24, 2019 ▪ On the October 28, 2019 and November 18, 2019 ERCOM Agenda e. Medical Records Consultant (1407) <ul style="list-style-type: none"> ▪ Letter to union was dated October 24, 2019 ▪ On the November 18, 2019 ERCOM Agenda 4. Title change one (1) non-represented classification in the LA County Library: <ul style="list-style-type: none"> a. Special Assistant, Public Services, Library (8348) to Special Assistant, Library to accommodate allocation beyond the Public Services Branch 5. Title change one (1) represented classification utilized by the Departments of Public Health and Animal Care and Control: <ul style="list-style-type: none"> a. Veterinarian (5728) to Veterinarian (Megaflex) to reflect the change of benefits related to the Choices Plan for new hires 6. Reclassification of 23 positions in the Departments of Board of Supervisors, Chief Executive Office, Health Services, Parks and Recreation, Public Social Services, Sheriff, and Workforce Development, Aging and Community Services.
DEPARTMENTAL AND OTHER CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Irish Wong, Principal Analyst, CEO (213) 893-7818, iwong@ceo.lacounty.gov</p> <p>Bany Rojas, Senior Analyst (213) 974-1772 brojas@ceo.lacounty.gov</p>



CEO April 7, 2020 General Reclass Board Letter Summary

CEO Contact Information:

Irish Wong, Principal Analyst (213) 893-7818, iwong@ceo.lacounty.gov

Bany Rojas, Senior Analyst (213) 974-1772 brojas@ceo.lacounty.gov

This Board Letter includes:

1. One (1) new unclassified classification for the Department of Health Services:
 - a. Chief Financial Officer, Health Services (UC) (4559) (R18): This new classification will report directly to the Director of Health Services and has responsibility for all healthcare financial programs, services, and planning functions for DHS including fiscal services, revenue services, program audits and reimbursement, contract administration, budget management, financial technology systems, and capital planning. In its new role, the position will also represent the department's interests at the local, State and federal levels regarding healthcare funding, revenue reimbursement, and financial compliance and advise executive management on healthcare financial, contracting, and capital planning issues having a significant impact on departmental operations. This new classification will replace the currently classified Chief Financial Officer, Health Services (Item No. 4560) classification, which will be rendered obsolete and deleted in a subsequent Board Letter.
2. Deletion of one (1) non-represented classification:
 - a. Compliance Officer, Fire (0701) at the Fire Department
3. Deletion of five (5) represented classifications:
 - a. Appraiser Trainee (1960)
 - Letter to union was dated October 31, 2019
 - On the December 16, 2019, 2019 ERCOM Agenda
 - b. Clerical Trainee (1131)
 - Letter to union was dated September 18, 2019
 - On the December 16, 2019, 2019 ERCOM Agenda
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 - d. Chief, Property Planning, Internal Services Department (4114)
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CEO April 7, 2020 General Reclass Board Letter Summary

- e. Medical Records Consultant (1407)
 - Letter to union was dated October 24, 2019
 - On the November 18, 2019 ERCOM Agenda
- 4. Title change one (1) non-represented classification in the LA County Library:
 - a. Special Assistant, Public Services, Library (8348) to Special Assistant, Library to accommodate allocation beyond the Public Services Branch
- 5. Title change one (1) represented classification utilized by the Departments of Public Health and Animal Care and Control:
 - a. Veterinarian (5728) to Veterinarian (Megaflex) to reflect the change of benefits related to the Choices Plan for new hires
- 6. Reclassification of 23 positions in the Departments of Board of Supervisors, Chief Executive Office, Health Services, Parks and Recreation, Public Social Services, Sheriff, and Workforce Development, Aging and Community Services.



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

April 7, 2020

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 deleting one (1) non-represented classification and five (5) represented classifications; by changing the title of one (1) non-represented classification and one (1) represented classification; by reclassifying positions in various County departments; and by making a technical correction.

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 Health Services (DHS); to delete one (1) non-represented classification in the Fire Department; to change the title of one (1) non-represented classification in the Department of LA County Library; and to reclassify 23 positions in the Departments of Board of Supervisors, Chief Executive Officer, Health Services, Parks and Recreation, Public Social Services, Sheriff, and Workforce Development, Aging and Community Services.
2. Approve the accompanying ordinance amending Title 5, Personnel, of the County Code to make a technical correction to an existing compensation provision specific to the Sheriff's Department.

3. Approve in the Classification Plan the deletion of five (5) represented classifications and the title change of one (1) represented classification. These actions have 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 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

In conjunction with the reclassification of a position in DHS, we are recommending the creation of a Chief Financial Officer, Health Services (UC) (Item No. 4559) to replace the currently classified Chief Financial Officer, Health Services (Item No. 4560) classification, which will be rendered obsolete and deleted in a subsequent Board Letter. The new classification now reports directly to the Director of Health Services and has responsibility for all healthcare financial programs, services, and planning functions for DHS including fiscal services, revenue services, program audits and reimbursement, contract administration, budget management, financial technology systems, and capital planning (Attachment A). In its new role, the position will also represent the department's interests at the local, State and federal levels regarding healthcare funding, revenue reimbursement, and financial compliance and advise executive management on healthcare financial, contracting, and capital planning issues having a significant impact on departmental operations. Measure A requires that the positions of Chief Deputy and assistants or positions next-in-line of authority to the Chief Deputy be placed in the unclassified service. Establishment of this class will reflect the continuing implementation of Measure A. This new class and related reclassification are based on a review of DHS' organizational structure and application of guidelines set forth in the County Charter for classified and unclassified positions.

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of one (1) non-represented classification and five (5) 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.

Title Changes

We are recommending a title change for Special Assistant, Public Services, Library (Item No. 8348), a non-represented, department-specific classification assigned to LA County Library (Attachment A). Based on the primary duties and responsibilities vested to the Public Services Branch and the recently-established Education & Engagement Branch, we recommend a title change to Special Assistant, Library to accommodate allocation beyond the Public Services Branch.

We are further recommending a title change for Veterinarian (Item No. 5728) to reflect the change of benefits related to the Choices Plan for new hires (Attachment A). Specifically, the Memorandum of Understanding entered between the County of Los Angeles and the Union of American Physicians and Dentists (UAPD) on July 30, 2019, resulted in the change of Veterinarian benefits from the Flexible Benefit Plan (FBP) and/or Megaflex Plan (Pensionable and Non-Pensionable) to the Choices Plan. Veterinarians hired after March 1, 2019 shall receive benefits negotiated by the Coalition of County Unions applicable to UAPD.

Reclassifications

There are 23 positions in seven (7) 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.

Technical Correction

We are recommending a technical correction to correct an existing compensation provision to ensure that the original intent of this provision is preserved. The Chief Executive Office's recommendation to create a new classified management classification in the Sheriff's Department titled Division Director, Sheriff (Item No. 1065) became effective April 9, 2019. The correction ensures that this newly created management classification receives the same incidental expense allowance that is provided to all other management classifications and unclassified classifications within the Sheriff's Department to compensate for necessary expenses incidental to the performance of their duties.

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 these recommended actions is estimated to total \$213,000 (all funds). Net County cost is estimated to be \$145,000. 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**

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	4559	Chief Financial Officer, Health Services (UC)	N23	R18

**NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR
DELETION FROM THE CLASSIFICATION PLAN**

Item No.	Title
0701	Compliance Officer, Fire

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

Item No.	Title
1960	Appraiser Trainee
1131	Clerical Trainee
3570	Clinical Laboratory Equipment Specialist
4114	Chief, Property Planning, Internal Services Department
1407	Medical Records Consultant

ATTACHMENT A

**NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR
TITLE CHANGE IN THE CLASSIFICATION PLAN**

Item No.	Current Title	Recommended New Title
8348	Special Assistant, Public Services, Library	Special Assistant, Library

**REPRESENTED CLASSIFICATION RECOMMENDED FOR
TITLE CHANGE IN THE CLASSIFICATION PLAN**

Item No.	Current Title	Recommended New Title
5728	Veterinarian	Veterinarian (Megaflex)

ATTACHMENT B**BOARD OF SUPERVISORS**

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Assistant Chief Photographer Item No. 7082A NM 94E Non-Represented	1	Video Production Specialist Item No. 7142A NM 96A Represented

The subject position is located in the Photography Unit of the Public Information Office and reports to a Deputy Executive Officer (UC). Duties include directing and assisting staff in creating multimedia and video content to support the department and Board objectives; developing scripts, storyboards and production schedules for video and other contents; coordinating the setup and operation of video and camera equipment; and troubleshooting and maintaining photo and video equipment. Based on the duties and responsibilities of the subject position, the work performed is more consistent with the classification of Video Production Specialist. Positions allocable to this class perform specialized video production duties including writing, producing, directing and editing video programs. Incumbents in these positions are typically responsible for writing scripts; and producing, directing and editing video programs for public relations and information sharing purposes. Therefore, we recommend upward reclassification to Video Production Specialist.

CHIEF EXECUTIVE OFFICE (CEO)

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Staff Assistant, CEO Item No. 0908A NM 89J Non-Represented	1	Analyst, CEO Item No. 0827A N35M 100B Non-Represented

The subject position is assigned to the Office of Sustainability within the Strategic Integration Branch. The duties and responsibilities of the position include, but are not limited to, collecting data for sustainability indicators associated with the Our County Sustainability Plan; analyzing data to identify trends or issues; preparing reports on trends; working with staff to develop recommendations; developing graphs, charts and other tools to publicly display the data and for reporting to the Board; responding to public inquiries; and presenting data in public meetings and other forums.

The duties and responsibilities meet the allocation criteria for Analyst, CEO, a class that provides professional staff support to the CEO in the planning, coordination, direction and control of specialized County functions. Therefore, we recommend upward reclassification to Analyst, CEO.

HEALTH SERVICES – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Chief Financial Officer, Health Services Item No. 4560A N23 S16 Non-Represented	1	Chief Financial Officer, Health Services (UC) (new class) Item No. 4559A N23 R18 Non-Represented

The subject position has responsibility for all healthcare financial programs, services, and planning functions for DHS including fiscal services, revenue services, program audits and reimbursement, contract administration, budget management, financial technology systems, and capital planning. The current Chief Financial Officer, Health Services classification was created in 2008 as a result of a departmental reorganization and the creation of a new Administrative Deputy, Health Services (UC) (Item No. 4579) classification. DHS recently reorganized with the Chief Financial Officer position now reporting directly to the Director of Health Services. The position will represent the department's interests at the local, State and federal levels regarding healthcare funding, revenue reimbursement, and financial compliance and advise executive management on healthcare financial, contracting, and capital planning issues having a significant impact on departmental operations. Therefore, the position is being removed from the classified service and is being designated as unclassified based on the new organizational structure and application of guidelines set forth in the County Charter for classified and unclassified positions. To acknowledge this new reporting relationship and broader scope of responsibility, we recommend the upward reclassification of the subject position to the new classification of Chief Financial Officer, Health Services (UC). Once the classified version of Chief Financial Officer, Health Services is no longer encumbered, the item will be considered obsolete and will be deleted in a subsequent Board Letter.

ATTACHMENT B**HEALTH SERVICES – AMBULATORY CARE**

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Intermediate Typist-Clerk Item No. 2214A NMV 71C Represented	2	Pharmacy Technician Item No. 5504A NM 75G Represented

The subject positions report to a Pharmacy Services Chief II and are assigned to the Roybal Comprehensive Health Center Pharmacy. Both positions will provide pharmacy services support to pharmacists. Duties include assisting pharmacists with preparing and dispensing medications under the direct supervision of a licensed pharmacist; counting, pouring, or mixing pharmaceuticals; affixing label or labels to containers; packaging and repackaging; and removing drugs from stock.

Based on the scope of assigned responsibilities and the organizational structure, the subject positions meet the allocation standards for a Pharmacy Technician, a class that provides a variety of technical and support pharmacy services in an outpatient pharmacy. The duties require a working knowledge of specialized pharmacy subject matter, practices, and support functions related to the work setting. Therefore, we recommend upward reclassification to Pharmacy Technician.

HEALTH SERVICES – HARBOR CARE SOUTH

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Head Medical Stenographer Item No. 2187A NM 89B Represented	1	Health Information Associate Item No. 1416A NM 92G Represented

The subject position reports to a Health Information Manager in the Outpatient Coding Unit at Harbor-UCLA Medical Center and is responsible for collecting, analyzing, abstracting, and coding outpatient-related services for patients seen in the Pain Management Outpatient clinic and the Emergency Department. The primary duties include accessing outpatient tasks in patient databases; analyzing, coding, and assigning International Classification of Diseases-Clinical Modification 10th revision and Current Procedural Terminology diagnoses and procedure codes; notifying physicians/providers to query for any discrepancies or unclear procedures; and conducting weekly review of medical records found in the task queue to check for files on hold, incomplete, or pending status.

The duties and responsibilities of the subject position meet the allocation standards for Health Information Associate, a classification that collects, analyzes, abstracts, and codes health information for reimbursement, statistics, and mandatory reporting; coordinates services with billing operations; and administers the health information of patients in an outpatient or clinical operation. Therefore, we recommend upward reclassification to Health Information Associate.

PARKS AND RECREATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
6	Administrative Assistant III Item No. 0889A NM 93H Represented	6	Management Analyst Item No. 1848A NM 94B Non-Represented
1	Recreation Services Manager Item No. 8800A NM 89K Represented	1	Assistant Regional Recreation Director Item No. 8851A NM 94H Non-Represented

The subject Administrative Assistant III positions are assigned to the Regional Parks and Open Space District and maintain and operate grant-funded projects. The subject positions perform duties that include developing reports based on qualitative and quantitative data retrieved from various systems and surveys; developing and maintaining the Grants Management System; communicating with County departments in order to document report transactions; creating and maintaining grant files; compiling annual audit documents; and participating in projects that plan, implement, and deliver Measure A and district grant-making operations. Positions allocated to the Management Analyst class perform a variety of analytical, technical, and/or confidential and sensitive assignments that are consistent with the duties performed by the subject positions. As such, we recommend upward reclassification of the subject positions to Management Analyst.

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 Antelope Valley District; planning and administering community recreation programs and services; and preparing, overseeing, and reviewing recreational budget estimates, justifications, purchase claims, budget reports, and informal audits. The subject position is being reclassified as a result of realignment of the department's park districts that redistributes several parks based on geography, workload, and oversight equity. Positions at the level of Assistant Regional Recreation Director are responsible for supervising recreation functions in a district of a recreational services agency, which is appropriate given the subject position's responsibilities. Therefore, we recommend upward reclassification to Assistant Regional Recreation Director.

ATTACHMENT B**PUBLIC SOCIAL SERVICES**

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Human Services Administrator I Item No. 8021A NM 101A Non-Represented	2	Administrative Services Manager I Item No. 1002A NM 101A Non-Represented
1	Human Services Administrator III Item No. 8023A NM 113L Non-Represented	1	Administrative Services Manager III Item No. 1004A NM 113L Non-Represented

The subject Human Services Administrator I positions are located in the Project Management Office section of the Bureau of Special Operations and are responsible for assisting the Administrative Services Manager III by leading project teams involved in improving departmental programs and operations. Duties include leading a team of analysts and other project staff, developing and maintaining standard project management tools, reviewing and preparing project plans, and providing reports and recommendations to senior management on project goals and outcomes. Based on the duties and responsibilities of the subject positions, the work performed is more consistent with the classification of Administrative Services Manager I. Positions allocable to this class are responsible for carrying out complex assignments, leading or supervising teams of analysts and staff, and making recommendations to management on complex issues that directly impact departmental programs and operations. Therefore, we recommend lateral reclassification of the subject positions to Administrative Services Manager I.

The subject Human Services Administrator III position is located in the Project Management Office section of the Bureau of Special Operations and is responsible for directing the activities of the section through subordinate supervisors. Duties include overseeing the management of high-priority departmental projects, overseeing the training of departmental managers and staff in project management methods and processes, and supervising and directing subordinate Project Management Office staff and analysts. Based on the duties and responsibilities of the subject position, the work performed is more consistent with the classification of Administrative Services Manager III. Positions allocable to this class are responsible for directing a section providing administrative services that directly impact the management of major departmental programs and operations. The subject position will be responsible for overseeing a section providing management services that will directly impact the management of department programs and services. Therefore, we recommend lateral reclassification to Administrative Services Manager III.

ATTACHMENT B**SHERIFF DEPARTMENT – GENERAL SUPPORT SERVICES**

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Supervising Business Equipment Technician, Sheriff Item No. 6931A NM 94K Represented	1	Information Technology Technical Support Analyst II Item No. 2546A NM 95D Represented

The subject position reclassification is requested due to advances in technology and updates to departmental business practices rendering the subject classification obsolete. The subject position is responsible for troubleshooting issues with network connectivity, operating systems, and/or applications; documenting and reporting any potential data communication, hardware and software problems for immediate corrective action; installing, configuring, and maintaining specialized departmental software; reviewing help desk tickets, performing problem analysis and providing resolutions; and coordinating computer installations and upgrading projects by uninstalling old computers, and installing and configuring new computers. The duties and responsibilities of the subject position are more consistent with the class concept of the Information Technology Technical Support Analyst II. Therefore, we recommend upward reclassification to Information Technology Technical Support Analyst II.

SHERIFF DEPARTMENT – PATROL CLEARING ACCOUNT

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Intermediate Clerk Item No. 1138A NMV 70D Represented	1	Sheriff Station Clerk II Item No. 1133A NMV 77K Represented

The subject position reports to a Sergeant and is responsible for providing a full range of specialized police clerical functions needed in the Detective Unit. The subject position will process warrants and supplemental police reports, enter and retrieve information from a variety of law enforcement records management systems, track civil and criminal subpoenas to ensure staff responds to scheduled court appearances, and follow departmental policies and procedures when providing confidential information to the public and law enforcement personnel. As such, the duties and responsibilities of the subject position are more consistent with the class concept of the Sheriff Station Clerk II classification. Therefore, we recommend upward reclassification to Sheriff Station Clerk II.

ATTACHMENT B**WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES**

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Accountant II Item No. 0647A NM 87B Represented	1	Accountant III Item No. 0648A NM 91D Represented
1	Staff Assistant I Item No. 0907N NM 81C Represented	1	Management Analyst Item No. 1848N NM 94B Non-Represented
3	Student Professional Worker I Item No. 8243F N1 Hourly Flat Rate Represented	3	Student Professional Worker, Information Technology Item No. 2482F Hourly Flat Rate Non-Represented

The subject Accountant II position analyzes and provides accounting procedures, and technical recommendations on legislation affecting County and departmental operations. Due to increased audits and changing regulations, the subject position is required to perform higher-level complex analyses and lead an expanding encumbrance unit. The duties and responsibilities of the subject position meet the classification standards of an Accountant III, a class responsible for supervising accounting staff and/or perform highly-complex responsible professional work in general accounting and related fiscal management areas. Therefore, we recommend upward reclassification to Accountant III.

The subject Staff Assistant I position resolves contract issues with subrecipients and is responsible for tracking/documenting contracting processes; conducts external or internal monitoring and auditing reviews; analyzes audit reports and reviews on contractors provided by the Auditor-Controller and contracted accounting firms; and prepares documentation supporting contract findings and resolution for a variety of contracted services utilizing multiple funding sources and negotiates the resolution of findings with contractors. These duties are characteristic of the Management Analyst class that performs a variety of analytical, technical, and/or confidential and sensitive assignments in core functional areas of human resources, contract development and administration, or health programs operations and administration. Therefore, we recommend upward reclassification to Management Analyst.

The subject Student Professional Worker I positions perform duties that necessitate skills in the fields of information technology and computer science. As such, we recommend upward reclassification of the subject positions to Student Professional Worker, Information Technology.

ANALYSIS

This ordinance amends Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code by:

- Amending Section 5.40.490 (Incidental expenses - Sheriff's department) to add one employee classification entitled to receive a flat monthly allowance;
- Adding and establishing the salary for one employee classification;
- Deleting one employee classification;
- Changing the title of one employee classification in the department of LA County Library; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Board of Supervisors, Chief Executive Officer, Health Services, Parks and Recreation, Public Social Services, Sheriff, and Workforce Development, Aging and Community Services.

MARY C. WICKHAM
County Counsel

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

RDB:

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel to update a compensation provision and Title 6 - Salaries of the Los Angeles County Code to add and establish the salary for one employee classification; delete one employee classification; change the title for one employee classification; 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 5.40.490 (Incidental expenses – Sheriff's department) is hereby amended to read as follows:

Persons employed in the classification of lieutenant (Item No. 2719) and designated by the sheriff as a station commander or in the classifications, or unclassified positions of captain (Item No. 2721), assistant sheriff (UC) (Item No. 9969), assistant sheriff, administration (UC) (Item No. 9972), commander (Item No. 2723), division chief, sheriff (UC) (Item No. 9968), and undersheriff (UC) (Item No. 9970) shall receive a flat monthly allowance of \$50.00 for necessary expenses incidental to the performance of their duties. Effective July 1, 2015, persons employed in the classifications or unclassified position of director, bureau operations, sheriff (Item No. 0997), assistant division director, sheriff (Item No. 1066), and division director, sheriff (UC) (Item No. 1069) shall also be entitled to receive the aforementioned allowance. Effective April 9, 2019, persons employed in the classification of division director, sheriff (Item No. 1065) shall also be entitled to receive the aforementioned allowance.

...

SECTION 2. 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>4559</u>	<u>CHIEF FINANCIAL OFFICER,HEALTH SVCS(UC)</u>	<u>10/01/2020</u>	<u>N23</u>	<u>R18</u>
		<u>01/01/2021</u>	<u>N23</u>	<u>R18</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 3. 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	
0701	COMPLIANCE OFFICER,FIRE	10/01/2018	NM	110E
		10/01/2019	NM	111D
		01/01/2020	NM	111H
		10/01/2020	NM	112G
		01/01/2021	NMO	112G

SECTION 4. Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to change the title of the following class:

ITEM NO.	TITLE
8348	SPECIAL ASST,PUBLIC SERVS,LIBRARY <u>SPECIAL ASSISTANT,LIBRARY</u>

SECTION 5. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
7082A	4	ASSISTANT CHIEF PHOTOGRAPHER

SECTION 6. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
7142A	4 <u>2</u>	VIDEO PRODUCTION SPECIALIST

SECTION 7. 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	49 <u>20</u>	ANALYST,CEO
0908A	5 <u>4</u>	STAFF ASSISTANT,CEO

SECTION 8. Section 6.58.010 (Department of Workforce Development, Aging and Community Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8243F	3	STUDENT PROFESSIONAL WORKER I

SECTION 9. Section 6.58.010 (Department of Workforce Development, Aging and Community Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2482F</u>	<u>3</u>	<u>STUDENT PROF WORKER, INFO TECH</u>

SECTION 10. Section 6.58.010 (Department of Workforce Development, Aging and Community Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647A	12 <u>11</u>	ACCOUNTANT II
0648A	3 <u>4</u>	ACCOUNTANT III
1848N	7 <u>8</u>	MANAGEMENT ANALYST
0907N	3 <u>2</u>	STAFF ASSISTANT I

SECTION 11. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4560A	4	CHIEF FINANCIAL OFFICER, HEALTH SVCS

SECTION 12. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4559A</u>	<u>1</u>	<u>CHIEF FINANCIAL OFFICER, HEALTH SVCS(UC)</u>

SECTION 13. Section 6.78.055 (Department of Health Services – Harbor Care

South) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2187A	4	HEAD MEDICAL STENOGRAPHER

SECTION 14. Section 6.78.055 (Department of Health Services – Harbor Care

South) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1416A	23 <u>24</u>	HEALTH INFORMATION ASSOCIATE

SECTION 15. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	264 <u>262</u>	INTERMEDIATE TYPIST-CLERK
5504A	72 <u>74</u>	PHARMACY TECHNICIAN

SECTION 16. 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	24 <u>15</u>	ADMINISTRATIVE ASSISTANT III
8851A	8 <u>9</u>	ASST REGIONAL RECREATION DIRECTOR
1848A	42 <u>18</u>	MANAGEMENT ANALYST
8800A	24 <u>23</u>	RECREATION SERVICES MANAGER

SECTION 17. Section 6.106.010 (LA County Library) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8348A	1	SPECIAL ASST,PUBLIC SERVS,LIBRARY <u>SPECIAL ASSISTANT,LIBRARY</u>

SECTION 18. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	439	<u>141</u>	ADMINISTRATIVE SERVICES MANAGER I
1004A	24	<u>25</u>	ADMINISTRATIVE SERVICES MANAGER III
8021A	329	<u>327</u>	HUMAN SERVICES ADMINISTRATOR I
8023A	74	<u>73</u>	HUMAN SERVICES ADMINISTRATOR III

SECTION 19. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6931A	4	SUPVG BUSINESS EQUIP TECH, SHERIFF

SECTION 20. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2546A	22	<u>23</u>	IT TECHNICAL SUPPORT ANALYST II

SECTION 21. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1138A	8 <u>7</u>	INTERMEDIATE CLERK
1133A	288 <u>289</u>	SHERIFF STATION CLERK II

SECTION 22. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage, except for Section 1, which shall be construed and applied as if it were operative and effective on and after April 9, 2019.

[540490PBCEO]

COUNTY OF LOS ANGELES POSITION DESCRIPTION

TITLE: Chief Financial Officer, Health Services (UC)

ITEM NUMBER: 4559

APPROVAL DATE: TBD

DRAFT

DEFINITION

Plans, organizes, and directs all healthcare financial programs, services, and planning functions for the Department of Health Services.

STANDARDS

The one position allocable to this class reports to the Director of Health Services and directs all financial programs and services for the Department of Health Services including fiscal services, revenue services, program audits and reimbursement, contract administration, budget management, financial technology systems, and capital planning. In addition to overseeing these specialty areas, this position represents the department's interests at the local, state, and federal levels regarding healthcare funding, revenue reimbursement, and financial compliance. This position also advises executive management regarding department-wide healthcare financial, contracting, and capital planning issues having a significant impact upon departmental operations.

EXAMPLES OF DUTIES

Oversees the administration of all aspects of the department's financial operations and programs.

Oversees the development and implementation of short and long range fiscal strategic planning initiatives to ensure that current and future fiscal needs are clearly identified and addressed.

Oversees the budget preparation process to ensure compliance with Chief Executive Office budget preparation directives and recommends to executive management those programs to be given highest priority for consideration by the Chief Executive Office.

Oversees the development, implementation, and evaluation of objectives, policies/procedures, and operations for all assigned fiscal program areas to ensure maximum revenue reimbursement and utilization and compliance with applicable local, state, and federal regulations, and County and departmental guidelines.

Oversees the planning and implementation of various financial program and policy changes to resolve system-wide financial and contracting issues.

Direct the development and implementation of organizational finance strategies; establishing functional objectives in line with County and departmental initiatives.

Provides direction to resolve the most difficult and complex healthcare financial issues having a significant impact upon departmental operations.

Directs the preparation of financial reports as needed for executive staff and for outside agencies.

Represents the department's interests at the local, state, and federal levels for all healthcare financial matters.

Represents the Director of Health Services or Chief Deputy Director as directed and may act on their behalf as required.

MINIMUM REQUIREMENTS

Graduation from an accredited college or university with a Bachelor's degree in Finance, Business Administration, Accounting, or a closely related field -AND- Ten years of progressively responsible management experience in healthcare finance overseeing work including budget development and analysis, fiscal forecasting, financial and workload monitoring, cost accounting, reimbursement and other healthcare funding programs, and/or fiscal systems for a very large healthcare organization.

LICENSE

A valid California Class C Driver 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 QUALIFICATIONS

Master's Degree in Business Administration, Accounting, Finance, Health Care Services Administration or a closely related field.

Five years of experience providing financial advice to executive-level management and making and/or negotiating fiscal and revenue-related decisions at the highest levels.

Administrative experience directly related to operating financial programs and services of a public or private health maintenance organization.

Demonstrated ability to coordinate the development and implementation of department-wide fiscal policies.

Excellent oral and written communication skills to clearly convey to departmental executive staff, the Chief Executive Office, and the Board of Supervisors the critical healthcare financial issues faced and the proposed resolutions.

Demonstrated ability to establish and to maintain effective working relationships with public officials, legislative bodies, community groups, and public and private organizations.

Knowledge of the Los Angeles County's demographic composition, politics, and the community's unique health care needs.

In-depth knowledge of federal, state, and local statutes, ordinances, and regulations regarding the provision of health care programs and services.

Ability to exercise strong leadership skills to direct subordinate administrators managing a comprehensive spectrum of financial functions.

Ability to exercise independent analysis and judgement and a high degree of adaptability to develop innovative approaches to resolve complex healthcare financial issues faced by the department and by the County as a whole.

**BOARD LETTER/MEMO – FACT SHEET
PUBLIC SAFETY CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	3/18/2020	
CAR DATE	03/25/2020	
BOARD MEETING	4/7/2020	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff	
SUBJECT	Board Execution of contract with MLQ & LO Consulting LLC (MLQ)	
PROGRAM	As-Needed Maintenance and Support Services for Court Services Division's Modified Automated Process and Accounting System (MAPAS)	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The current ITSSMA work order with Pyramid Technologies to provide MAPAS maintenance was secured under ISD's Information Technology Support Services Master Agreement. The work order expires 04/15/2020.	
COST & FUNDING	Estimated Annual Cost: \$300,000	Funding source: Automation Fund (Civil-enforcement service fees mandated and earmarked by state law, California Gov't Code §26731)
	TERMS: <ul style="list-style-type: none"> Initial term of two years with options to extend for three additional one-year periods. 	
	Explanation: <ul style="list-style-type: none"> Time & Materials contract for as-needed services. 	
PURPOSE OF REQUEST	Replaces current ITSSMA work order to maintain civil-enforcement system, which is set to expire April 15, 2020.	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> On February 6, 2020, the Department issued an Invitation for Bids (IFB) for MAPAS. The IFB Solicitation was posted on the County's and Department's websites with a closing date of February 24, 2020. The Department received one bid from MLQ by the due date. MLQ met the minimum mandatory requirements, and was determined to be responsive and responsible. 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Cpt. Christopher Nee, Project Director, (213) 972-3901, cpnee@lasd.org Sam Saad, Project Manager, (213) 229-1708, ssaad@lasd.org Angelo Faiella, Contracts Manager, (213) 229-3259, AFaiell@lasd.org 	

April 7, 2020

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 OF AGREEMENT WITH MLQ & LO CONSULTING LLC
FOR MAPAS MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting Board approval and execution of the attached Contract with MLQ & LO Consulting LLC (MLQ) for the provision of as-needed maintenance and support for the Department's Modified Automated Process and Accounting System (MAPAS), a 30-year-old custom-built system used to support the Department's civil-enforcement functions. The Contract will be 100 percent funded by the Department's Automation Fund.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to sign the attached Contract with MLQ, effective upon Board approval. The Term of the Contract is for two years ("Initial Term"), with an option to extend up to three additional one-year periods (each an "Option Term"), at the sole discretion of the County.
2. Delegate authority to the Sheriff or his authorized designee, to execute Change Notices and Amendments to the Contract as applicable to: (1) effect assignment of

rights and/or delegation of duties under the Contract in the event of the contracting entity's merger, acquisition, or other corporate change; (2) modify the Contract to include new and/or revised standard County contract provisions adopted by the Board as required from time to time, including all applicable documents; (3) exercise any of the extension options if it is in the best interest of the County; and (4) effect termination of the Contract, either in whole or in part, by provision of a ten-day advance written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will establish a new as-needed maintenance and support Contract with MLQ. MAPAS is a mission-critical system that supports all civil-enforcement functions for the Department and the courts. MLQ will routinely maintain MAPAS to ensure uninterrupted operation of the Department's civil-enforcement functions, e.g., serving protective orders, carrying out court-ordered garnishments, evictions, and property levies and sales; serving process (including criminal subpoenas); inspecting vehicles cited for fix-it tickets; and other civil-enforcement activities.

Implementation of Strategic Plan Goals

The services provided under this Contract support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 2, Fiscal Sustainability, by enabling the Department to provide and operate an efficient and effective system that will service the County's civil-enforcement functions.

FISCAL IMPACT/FINANCING

No General Fund dollars will be needed for this Contract. MAPAS Maintenance and Support Services will be 100 percent funded by revenue generated from civil-enforcement service fees mandated and earmarked by State law (specifically California Government Code §26731), and will be reflected in the Department's Automation Fund.

The proposed as-needed maintenance services will be paid for on a time-and-materials basis. The Contract cost is estimated to be \$300,000 annually.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In the late 1980's, MAPAS was developed by Sierra Systems, Inc. (Sierra) to meet the automated civil-enforcement needs of the former County Marshall. In 2011, the County, on behalf of the Department, issued a Request for Proposals to replace MAPAS. Sierra was the highest scoring proposer. On March 19, 2013, the Board approved Agreement

Number 77924 (Agreement) with Sierra to build a new Automated Civil Enforcement System (ACES) while concurrently providing maintenance services for MAPAS.

Sierra was unable to complete the ACES project due to an inability to hire and retain qualified staff. As a result, the County terminated the Agreement with Sierra on March 31, 2018. To continue MAPAS maintenance and support, the Department issued a competitively bid work order under the County's Information Technology Support Services Master Agreement (ITSSMA). Pyramid Technologies was the winning bidder, and is currently providing maintenance services. The ITSSMA work order will expire on April 15, 2020.

The subject Contract contains all Board-mandated provisions, as well as, specific provisions applicable to information technology agreements that include security requirements, remedies against deficient performance or breach of warranties, technology errors and omissions, cyber insurance coverage, and intellectual property indemnification.

The CIO has reviewed the proposed Contract and this Board letter and recommends approval of these actions. The CIO has determined that a formal CIO analysis is not required for this contract as the subject services are a continuation of services previously provided under the ITSSMA work order. The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification. County Counsel has reviewed and approved this Contract as to form.

MAPAS Replacement Strategy

Sierra's proposal was to begin the ACES project by providing the County with a license to a commercial software product known as CivilServe, and then customize it for the Department. As a result, the Department currently owns a perpetual license to use CivilServe, which is a proprietary product of Tyler Technologies (Tyler).

On July 18, 2019, pursuant to Board policy, the Department provided your Board with advance notification of its intent to commence negotiations with Tyler. The Department is currently in negotiations with Tyler to implement and configure CivilServe as the new ACES. The Department will follow with the decommissioning of MAPAS. The Department will approach your Board under separate cover, for approval of the contract with Tyler.

CONTRACTING PROCESS

On February 6, 2020, the Department issued an Invitation for Bids (IFB) for MAPAS. The IFB solicitation was posted on the County's and Department's websites with a closing date of February 24, 2020.

The Department received one bid from MLQ by the due date. MLQ met the minimum mandatory requirements, and was determined to be responsive and responsible.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued delivery of mission-critical MAPAS services to the Department.

CONCLUSION

Upon approval by the Board, please return a copy of the adopted Board letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

WILLIAM S. KEHOE
CHIEF INFORMATION OFFICER

AV:SL:sl
(Fiscal Administration Bureau-Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel
William S. Kehoe, Chief Information Officer, CEO
Peter Loo, Assistant Chief Information Officer, CEO
Timothy K. Murakami, Undersheriff
John P. Burcher, A/Chief of Staff
LaJuana J. Haselrig, Chief, Court Services Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Christopher P. Nee, Captain, Civil Management Bureau (CMB)
David E. Culver, Assistant Director, FAB
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, FAB, Contracts Unit
Sam S. Saad, Information Technology Specialist I, CSD
Gerald Wacker, Principal Information Systems Analyst, CSD
Adam R. Wright, Deputy, ASD
Alejandra Madera, Senior Contracts Analyst, FAB, Contracts Unit
Steve Lopez, Contracts Analyst, FAB, Contracts Unit
(Contracts – MLQ & LO Consulting-MAPAS 04-07-20)



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MLQ & LO CONSULTING LLC
FOR
MAPAS MAINTENANCE AND SUPPORT SERVICES**

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**CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND
MLQ & LO CONSULTING LLC
FOR
MAPAS MAINTENANCE AND SUPPORT SERVICES**

This Contract, including all Exhibits and Attachments, is made and entered into this ____ day of _____, 2020 by and between the County of Los Angeles (hereinafter referred to as County) on behalf of its Sheriff's Department (hereinafter Department) and MLQ & LO Consulting LLC (hereinafter Contractor), located at 2 Bernay, Laguna Niguel, California 92677.

RECITALS

WHEREAS, County owns and operates the Modified Automated Process and Accounting System (MAPAS) to support its civil-enforcement workflows, such as Service of Process, wage garnishments, bank garnishments, evictions, property seizures, sales, keepers (business seizures), claims of exemption, third-party claims, claims of right to possession, protective orders, bench warrants, vehicle inspections and related functions; and

WHEREAS, County may contract with private individuals and businesses for MAPAS Maintenance and Support Services (hereinafter Services) when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

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

WHEREAS, the Department has recommended to County Board of Supervisors the selected Contractor that is prepared and desires to provide to County the Services as described herein; and

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

1.0 APPLICABLE DOCUMENTS

The body of this documents (hereinafter “Base Contract”), including without limitation the Recitals hereto along with Exhibits A, B, D, E, F, G1, G2, G3, H, and I and all Attachments hereto, are all incorporated herein by reference and collectively form, and throughout and hereinafter are referred to as the “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, subtask, deliverable, goods, Service, or other Work, or otherwise between this Base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

Attachment A.1 – Glossary of Project Terminology

Attachment A.2 – Performance Requirements Summary Chart

Attachment A.3 – Contract Discrepancy Report

1.2 Exhibit B - Price Sheet

1.3 Exhibit C - Intentionally Omitted

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 G1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit G2-IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit G3-IT Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

This Contract, including all Exhibits and Attachments hereto, constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Change Notices and Amendments), and signed by authorized representative of both parties.

2.0 DEFINITIONS

Captions and Paragraph headings used in this Contract are for convenience and reference only, and are not intended to define the scope of any provision thereof.

If there is a conflict between the Paragraph heading title and its number when being referenced in this Contract, the Paragraph heading title shall control.

The terms and phrases in this Paragraph 2.0 (Definitions) in quotes and with first letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Contract, unless otherwise apparent from the context in which they are used.

2.1 APPLICATION

As used herein, the term “Application” shall mean County’s software system known herein as the Modified Automated Process and Accounting System (MAPAS).

2.2 BUSINESS DAY

As used herein, the term “Business Day(s)” shall mean every day except Saturday, Sunday, and County holidays.

2.3 BUSINESS HOURS

As used herein, the term “Business Hours” shall mean those hours on Business Days between 8:00 am and 5:00 pm, Pacific Time.

2.4 CONTRACT

As used herein, the term “Contract” shall mean the contract executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtasks, deliverables, goods, Services and other Work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.0 (Applicable Documents).

2.5 CONTRACT SUM

As used herein, the term “Contract Sum” shall mean the total monetary amount authorized to be payable by County to Contractor under this Contract, as set forth in Paragraph 5.0 (Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever by Contractor.

2.6 CONTRACTOR

As used herein, the term “Contractor” shall mean the limited liability company, sole proprietor, partnership, or corporation that has entered into a Contract with County to perform the Services hereunder.

2.7 CONTRACTOR’S ADMINISTRATION

As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 7.0 (Administration of Contract - Contractor).

2.8 CONTRACTOR PROJECT MANAGER

As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 7.2.2 (Contractor’s Project Manager).

2.9 CORRECTIVE MAINTENANCE

As used herein, the term “Corrective Maintenance” shall mean those actions taken by Contractor to diagnose and cure a malfunction.

2.10 COUNTY’S ADMINISTRATION

As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 6.0 (Administration of Contract - County).

2.11 COUNTY PROJECT DIRECTOR

As used herein, the term “County Project Director” shall have the meaning specified in Paragraph 6.2.1 (County Project Director). All references here forward to County Project Director shall mean, “County Project Director or authorized designee.”

2.12 COUNTY PROJECT MANAGER

As used herein, the term “County Project Manager” shall have the meaning specified in Paragraph 6.2.2 (County Project Manager). All references here forward to County Project Manager shall mean, “County Project Manager or authorized designee.”

2.13 DISABLING DEVICE

As used herein, the term “Disabling Device” shall have the meaning set forth in Paragraph 8.60.2 (Disabling Device).

2.14 ENHANCEMENT

As used herein, the term “Enhancement” shall mean any type of Application programming, programming modifications, program configurations, or other type of enhancements to add functionality to MAPAS or to increase the efficiency thereof, that may be provided by Contractor to County under this Contract. Once accepted and approved by County, all Enhancements shall become part of MAPAS.

2.15 FISCAL YEAR

As used herein, the term “Fiscal Year” shall mean the twelve-month period beginning July 1st and ending the following June 30th.

2.16 FIXED HOURLY RATE

As used herein, the term “Fixed Hourly Rate(s)” shall mean the fully burdened hourly rate(s) specified in Exhibit B (Price Sheet), for all Services that Contractor shall/may provide under this Contract upon County’s written request.

2.17 INTERFACE

The term “Interface” shall mean a programming modification or set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including any Interfaced system(s), networks, applications, modules and users, and related documentation, previously provided or to be provided by Contractor to County during the term of this Contract.

2.18 MAINTENANCE

As used herein, the term “Maintenance” shall mean the Contractor’s provisioning of Preventive Maintenance and/or Corrective Maintenance as defined in Exhibit A (Statement of Work).

2.19 PREVENTIVE MAINTENANCE

As used herein, the term “Preventive Maintenance” shall mean those routine tasks necessary to assure County with a consistently high level of uninterrupted System operation throughout the term of the Contract.

2.20 STATEMENT OF WORK; SOW; SCOPE OF WORK;

As used herein, the terms “Statement of Work”, “SOW” and “Scope of Work” shall refer to the document attached to this Contract as Exhibit A, which outlines the Contract tasks, subtasks, deliverables, goods, Services and other Work.

2.21 SUPPORT SERVICES

As used herein, the term “Support Services,” shall have the meaning given in Paragraph 4.0 (Tasks) of Exhibit A (Statement of Work).

2.22 SYSTEM

The term “System” shall mean the hardware, software and data comprising the MAPAS System, including but not limited to the System hardware, System software and System data, provided by Contractor or County in accordance with the terms of this Contract.

2.23 WORK

The term "Work" shall mean any and all tasks, subtasks, deliverables, goods, Services and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including MAPAS Maintenance Services and additional Work Requests.

2.24 WORK REQUEST

As used herein, the term "Work Request" shall mean County's written request for Contractor to perform a special action or deliver a special Work product related to any task.

3.0 WORK, APPROVAL

3.1 Pursuant to the provisions of this Contract, upon County's notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of this Contract, all Work as set forth herein, including Exhibit A (Statement of Work), and any applicable executed Change Notice or Amendment, and perform any Services duly authorized by County Project Director to be performed by Contractor on a time-and-materials basis.

3.2 All tasks, subtasks, deliverables, goods, Services and other Work provided by Contractor under this Contract must have County's prior written approval by County Project Director in accordance with Exhibit A (Statement of Work). In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

3.3 Any Enhancement provided by Contractor shall be executed pursuant to a prior written Work Request from County Project Director or County Project Manager. In no event shall County be liable or responsible for any payment for such Work without Contractor's prior receipt of such Work Request(s), and without County's acceptance of the fully delivered, tested and implemented Work.

3.4 Scope of Work

3.4.1 Maintenance and Support (M&S)

Contractor shall provide Maintenance and Support Services (M&S) related to MAPAS, which includes, in part, Preventive Maintenance, Corrective Maintenance, Enhancements, and Support Services as specified in Exhibit A (Statement of Work).

3.4.2 Enhancements

From time to time, Contractor may be responsible for developing, testing and implementing MAPAS Enhancements. If such Enhancements are to be integrated and/or Interfaced with other software, at the direction of County, the Enhancement shall not be deemed accepted by County until

the Enhancements have been successfully integrated and tested by Contractor as determined by County Project Director.

3.4.3 Work Request(s)

County Project Director will execute a written Work Request to implement Enhancements to the MAPAS environment.

4.0 TERM

4.1 Initial Term

The term of this Contract shall commence upon the Effective Date and shall continue for two years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter "Initial Term").

4.2 Extended Term

At the end of the Initial Term, County may, at its sole option, extend the term of this Contract for three one-year option periods (hereinafter each an "Option Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other material term or condition of this Contract providing for early termination of this Contract by County. County shall be deemed to have exercised each extension Option Term automatically, without further act, unless, no later than 30 days prior to the expiration of the Initial Term, or current Option Term as applicable, County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4.0 (Term). If County elects not to exercise an Option Term to extend at the end of the Initial Term, this Contract shall expire.

4.3 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 County will exercise a Contract Term extension option.

4.4 Definition of Term

As used throughout this Contract, the word "term" when referring to the term of this Contract shall include the Initial Term and the Option Terms, to the extent County exercises its extension options pursuant to this Paragraph 4.0 (Term).

4.5 Notice of Expiration

Contractor shall notify County when this Contract is within six months from the expiration of its term. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address set forth in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

- 5.1.1 Contractor shall, during the term of this Contract, provide to County MAPAS Maintenance and Support Services on a time and materials basis, in exchange for County's payment therefore, in accordance with the fully burdened Fixed Hourly Rates set forth in Exhibit B (Price Sheet).
- 5.1.2 The Contract Sum under this Contract, shall be the total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, Services, and other Work required or requested by County under this Contract. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 3.0 (Work, Approval) of this Contract, before payment may be rendered by County. If County does not approve any Work in writing, no payment shall be due Contractor for Work.
- 5.1.3 The fully burdened Fixed Hourly Rates, authorized by County hereunder shall not exceed the rates detailed in Exhibit B (Price Sheet) of this Contract, unless the Fixed Hourly Rates are modified pursuant to a duly approved Amendment to this Contract by County's and Contractor's authorized representative(s) pursuant to Paragraph 8.1 (Change Notices and Amendments). The Fixed Hourly Rates under this Contract shall provide for all authorized payments that County may make to Contractor for any and all Work provided by Contractor under this Contract, including but not limited to M&S and any executed Work Requests.
- 5.1.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% percent of the Contract Sum, authorized for this Contract. Upon occurrence of this event, Contractor shall provide written notification to County Project Director, with a copy to County Project Manager, at the address set forth in Exhibit E (County's Administration).

5.2 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should 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 Contractor. This

provision shall survive the expiration or other termination of this Contract.

5.3 Invoices and Payments

5.3.1 Invoices

Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, Services or other Work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable executed Work Request, Change Notice or Amendment. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Price Sheet). Unless otherwise agreed to in an executed Change Notice or Amendment, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods, Services and other Work approved and accepted in writing by County. If County does not approve and accept any Work in writing, no payment shall be due to Contractor for that Work.

5.3.2 Submission of Invoices

Contractor's invoices shall include the charges owed to Contractor by County under the terms of this Contract in accordance with the provisions of Exhibit B (Price Sheet). All invoices and supporting documents under this Contract shall be submitted to the County Project Manager designated in Exhibit E (County's Administration) of this Contract, at the address specified therein.

5.3.3 Invoice Details

Each Invoice submitted by Contractor shall indicate, at a minimum:

1. Contract Name and Number;
2. The tasks, subtasks, deliverables, goods, Services, or other Work for which payment is claimed;
3. The calendar dates and number of hours expended to provide such tasks, subtasks, deliverables, goods, Services, or other Work calculated based on the Fixed Hourly Rates set forth in Exhibit B (Price Sheet) of this Contract;
4. If applicable, the date of County's written Work Request for the tasks, subtasks, deliverables, goods, Services and/or other Work;
5. Indication of any applicable withhold for payments claimed or reversals thereof;

6. Indication of any applicable credits due to County under the terms of this Contract or reversals thereof;
 7. If applicable, a copy of any written acceptance provided by County Project Director and/or County Project Manager; and
 8. Any other information required by County Project Director.
- 5.3.4 Payments for the Services provided under this Contract will be processed monthly in arrears within 30 calendar days following receipt by all necessary County personnel identified above, of a properly submitted undisputed invoice, provided that Contractor is not in default under any provision of this Contract and has submitted a complete and accurate invoice due, along with supporting documentation.
- 5.3.5 County may delay the last payment due until one month after the termination of this Contract. Contractor shall be liable for payment within 30 calendar days' written notice of any offset authorized by this Contract not deducted from any payment made by County to Contractor.

5.3.6 Approval of Invoices

All invoices submitted by Contractor to County for payment must have County's written approval as provided in Paragraph 5.3.1 (Invoices) and elsewhere in this Contract, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

5.3.7 Invoice Discrepancies

County Project Director will review each invoice for any discrepancies and will, within 30 calendar days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within 30 calendar days of receipt of County's notice of discrepancies and disputed charges. If County Project Director does not receive a written explanation for the charges within such 30-day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Contract.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County

Project Manager with a copy to County Project Director at the addresses specified in Exhibit E (County's Administration).

5.3.8 Sales/Use Tax

The Fixed Hourly Rates set forth in Exhibit B (Price Sheet) of this Contract, shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Work provided by Contractor to County pursuant to or otherwise due as a result of this Contract, including, but not limited to, any product of MAPAS Maintenance and/or Work Requests, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

5.3.9 Payments

Provided that Contractor is not in default under any provision of this Contract, County will pay all invoice amounts to Contractor within 30 calendar days of receipt of invoices that have not been disputed in accordance with Paragraph 5.3.7 (Invoice Discrepancies) above. County's failure to pay within the 30-day period, however, shall not be deemed as automatic invoice approval by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

5.3.10 Local Small Business Enterprises (LSBE) 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 15 calendar days after receipt of an undisputed invoice.

5.3.11 County's Right to Withhold Payment

Notwithstanding any other provision of this Contract, and in addition to any rights of County given by law or provided in this Contract, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

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

- 5.4.1 County has determined that the most efficient and secure default form of payment for goods and/or services provided under this Contract with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless at a later date an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.4.2 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 A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.4.3 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.
- 5.4.4 At any time during the duration of this 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.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County's Administration

All persons administering this Contract on behalf of County and described in this Paragraph 6.0 (hereinafter "County Personnel") are identified in Exhibit E (County's Administration). Unless otherwise specified, reference to each of the persons listed in such Exhibit E (County's Administration) of this Contract, shall also include any authorized designee. County will notify Contractor in writing of any change in the names and/or addresses of the persons listed in such Exhibit E (County's Administration).

No member of County is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 8.1 (Change Notices and Amendments).

6.2 County Personnel

6.2.1 County Project Director

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing the Contract in general. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

6.2.2 County Project Manager

County Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Contract are met. County Project Manager will interface with Contractor's Project Manager on a regular basis. County Project Manager will report to County Project Director regarding Contractor's performance with respect to business and operational standards and requirements of the Contract. Unless specified otherwise, County Project Manager shall be the designee of County Project Director.

6.3 County Personnel, Other

All County personnel assigned to this Contract shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

All persons administering this Contract on behalf of Contractor and described in this Paragraph 7.0 below (hereinafter "Contractor Personnel") are identified in Exhibit F (Contractor's Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit F (Contractor's Administration) of this Contract, shall be adults who are 18 years of age or older, and fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Personnel.

7.2 Contractor Personnel

7.2.1 Contractor's Project Director

Contractor's Project Director shall be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director shall meet and confer with County Project Director on a regular basis as required by County and specified in Exhibit A (Statement of Work) of this Contract, regarding the overall Maintenance of the System. Such meetings shall be conducted via teleconference or in person at a time and place agreed to by County Project Director and Contractor's Project Director.

7.2.2 Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to County in the manner set forth in Paragraph 7.5 (Reports by Contractor) below. Contractor's Project Manager shall communicate with County Project Manager on a regular basis and shall be available during Business Days, or as otherwise required by County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor's Project Director shall meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by County. Such meetings shall be conducted via teleconference or in person at a time and place agreed to by the parties.

7.3 Approval of Contractor's Staff

7.3.1 In fulfillment of its responsibilities under this Contract, Contractor shall only utilize, or permit the utilization of, staff who are fully trained and experienced, and as appropriate, licensed or certified in the tasks required by this Contract. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

7.3.2 County shall have the right to approve or disapprove each member, or proposed member of Contractor's staff providing Services or on-site Work to County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor staff. County Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor staff

performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each proposed initial staff member as well as a proposed substitute, and an opportunity to interview such person prior to his/her performance of any Work hereunder. Contractor shall have 30 calendar days from the date of County's written request to replace such staff.

- 7.3.3 In addition, Contractor shall provide to County Project Director an executed Confidentiality and Assignment Agreement (Exhibit G2-IT (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) of this Contract), for each member of the Contractor staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of the Contractor staff first performs Work under this Contract.
- 7.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor staff. Contractor shall promptly fill any Contractor staff vacancy with personnel having qualifications at least equivalent to those of the Contractor staff member(s) being replaced.
- 7.3.5 In the event Contractor should ever need to remove any member of the Contractor staff from performing Work under this Contract, Contractor shall provide County with notice at least 15 calendar days in advance, except in circumstances when such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor staff during the term of the Contract, Contractor shall replace such person with another to County's satisfaction.

7.4 Background and Security Investigations

- 7.4.1 Contractor's staff performing Services under this Contract, who are in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition for beginning and continuing to perform Work 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.

- 7.4.2 The County Project Director will schedule the background investigation with the Department's Civilian Team Backgrounds Unit. The fees associated with the background investigation shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 7.4.3 County may immediately, at its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data to Contractor's staff, including sub-contractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access. County will not provide to Contractor any information obtained through County-conducted background clearance.
- 7.4.4 Disqualification, if any, of Contractor's staff, including sub-contractor staff, pursuant to this Paragraph 7.4 (Background and Security Investigations), shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.5 Reports by Contractor

Contractor shall provide status updates to the County Project Manager, on a daily basis, via telephone and/or email as directed by the County Project Manager, regarding: (a) unresolved malfunctions, (b) other problems related to Contractor's tasks and responsibilities listed in Exhibit A (Statement Of Work) of this Contract, and (c) Work Requests that have been started but not completed.

In addition to any reports required elsewhere pursuant to this Contract including Exhibit A (Statement of Work), in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County Project Manager as frequently as requested by County Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

- 1) Period covered by the report;
- 2) Summary of System status as of reporting date;
- 3) Overview of the Work provided during the reporting period;
- 4) Progress status of each Work Request scheduled for the reporting period;
- 5) Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution;
- 6) Status and contractually defined Services;
- 7) Action items and decisions from the previous meeting;

- 8) Planned activities for the next two reporting periods; and
- 9) Any other information which County may from time-to-time require.

7.6 Rules and Regulations

- 7.6.1 During the time when Contractor's employees, sub-contractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. The County Project Director will provide Contractor with access to said rules and regulations within five Business Days of the Contract's effective date.
- 7.6.2 Contractor shall acquaint such persons who are to provide Work hereunder with such rules and regulations. In the event that County determines that an employee, sub-contractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, sub-contractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, sub-contractor or agent has violated such rules or regulations; or (ii) such employee's, sub-contractor's or agent's actions, while on County premises, indicate that the employee, sub-contractor or agent may adversely affect the provision of Work.
- 7.6.3 Upon removal of any employee, sub-contractor or agent, Contractor shall immediately replace the employee, sub-contractor, or agent and continue uninterrupted Work hereunder in accordance with the requirements of this Paragraph 7.0 (Administration of Contract – Contractor).

7.7 Contractor's Staff Identification

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

7.7.2 Contractor shall when possible notify County at least 15 calendar days in advance prior to terminating staff from Work under this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Contract.

Also, if County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County-specified photo identification badge at the time of removal from Work under this Contract.

7.8 Confidentiality and Security

7.8.1 Confidentiality

1. Confidentiality Information

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County Materials, System data, Work product, Application software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable Federal, State or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 7.6 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and sub-contractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that all of its officers, employees, agents and sub-contractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Contract, including this Paragraph 7.8 (Confidentiality and Security) and Exhibits G1-IT (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement), G2-IT (Contractor Employee Acknowledgement, Confidentiality, and

Copyright Assignment Agreement), G3-IT (Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

2. Disclosure of Information

With respect to any of County's Non-Public Information (NPI) or any other records, materials, data or information that is obtained by Contractor, Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than authorized County employees without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Contract, return all such information to County or maintain such information according to the written procedures provided or made available to Contractor by County for this purpose.

3. Indemnification

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and volunteers from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable 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 sub-contractors to comply with this Paragraph 7.8.1(3), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.8.1(3) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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.

7.8.2 Security

1. System Security

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the latest industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the IFB, this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use: network management and maintenance applications and tools, fraud prevention and detection and encryption technologies, and prevent the introduction of any Disabling Device into the System environment, as further specified in this Contract.

2. Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the MAPAS data or any other County data. Contractor shall protect, secure and keep confidential all MAPAS data in compliance with all applicable Federal, State and local laws, rules, regulations, ordinances, publicly available guidelines and directives relating to confidentiality and information security, including any breach of the security of the System environment, such as any unauthorized acquisition of MAPAS data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all MAPAS data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been acquired by any unauthorized person. The content, method and timing of such notification shall be subject to the prior approval of County Project Director. Contractor shall not use MAPAS data for any purpose or reason other than to fulfill its obligations under this Contract.

7.8.3 Protection of Electronic County Information – Data Encryption

Contractor that electronically transmits or stores County Confidential Information or NPI shall comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the “Encryption Standards”), as required by the County Board of Supervisors Policy Number 5.200 (hereinafter “Policy”) for purposes of this Paragraph 7.8.3.

1. Encryption Standards – Stored Data

Any Confidential Information at rest, wherever the information is stored, must be encrypted using Advanced Encryption Standard (AES), or equivalent protocol, with cipher strength of 256-bit, or equivalent.

Contractor’s and sub-contractors’ use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County’s Chief Information Security Officer.

2. Encryption Standards – Transmitted Data

All transmitted County Confidential Information must be encrypted using Secure Sockets Layer (SSL) (aka TLS), or equivalent protocol, with a minimal cipher strength of 128-bit, or equivalent.

3. Compliance

By executing this Contract, Contractor (on behalf of itself and any and all sub-contractors including County-approved sub-contractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 7.8.3 (Protection of Electronic County Information – Data Encryption) as of the effective date of this Contract, during the term of this Contract and for as long as Contractor (or any of its sub-contractors) is in possession of County NPI. In addition to the foregoing, Contractor shall maintain any validation or attestation reports that its or its County-approved sub-contractors’ data encryption product(s) generate, and such reports shall be subject to audit in accordance with this Contract. County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 7.8.3 (Protection of Electronic County Information – Data Encryption) shall constitute a material

breach of this Contract, upon which County may terminate or suspend this Contract, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

7.8.4 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 7.8 (Confidentiality and Security) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 7.8 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 7.8. The provisions of this Paragraph 7.8 shall survive the expiration or termination of this Contract.

Contractor shall take all reasonable actions necessary to protect the System environment from unauthorized access, disclosure, modification, disruption or destruction by any cause. Contractor shall bear the full risk of unauthorized access, disclosure, modification, disruption or destruction to the System environment and any MAPAS data by any cause other than causes resulting from force majeure or County's sole fault.

7.9 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten Business Days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National

Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten Business Days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

7.10 Ownership of Materials, Software and Copyright

7.10.1 MAPAS Ownership

1. System Environment

Contractor acknowledges that County or the rightful owner owns all System environment components, including MAPAS (the "Application") and all Enhancements provided thereto by Contractor pursuant to approved Work Requests under this Contract.

2. System Environment Data

All System environment data that is provided or made accessible by County to Contractor, is generated by the System environment and shall remain the property of County.

7.10.2 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.

7.10.3 During the term of this Contract and for five 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.

7.10.4 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 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.

7.10.5 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.

7.10.6 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 7.10.5 above, for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 7.10.4 above, or for any disclosure which the County is required to make under any state or federal law or order of court.

7.10.7 All the rights and obligations of this Paragraph 7.10 (Ownership of Materials, Software and Copyright) shall survive the expiration or termination of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

8.1.1 General

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1 (Change Notices and Amendments). Any changes to this Contract, including any portion of the Work provided under this Contract, shall be accomplished only as provided in this Paragraph 8.1 (Change Notices and Amendments).

8.1.2 Change Notices

For any change requested by County which does not materially affect the scope of Work, term, payments or any term or condition of this Contract, a written notice of such change (hereinafter "Change Notice") shall be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable, prior to commencement of any Work relating to such Change Notice, including any Work Requests.

8.1.3 Amendments

Except as otherwise provided in this Contract, for any change requested by County which materially affects the scope of Work, term, payments or any other term or condition included in this Contract, an Amendment to this Contract shall be executed by the County Board of Supervisors and Contractor's authorized representative(s).

- 8.1.4 Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of County to: (1) add and/or update terms and conditions as required by County's Board of Supervisors or the Chief Executive Office and (2) effect assignment of rights and or delegation of duties as required under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions).

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 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 8.2 (Assignment and Delegation/Mergers or Acquisitions), County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by 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 Contractor may have against 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 the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment formally approved and executed by the parties.

8.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, sub-contract, 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 this 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

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

8.4 Budget Reductions

In the event that County Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, 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 and other Work to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligations shall be provided within 30 calendar days of the County Board of Supervisors approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Work 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 ten 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 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in the Contractor's policy, Contractor shall make such changes and resubmit the plan within ten Business Days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change the Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 8.5.5 Contractor shall preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within two 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 County Project Manager within five 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, agents and volunteers, 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 sub-contractors, 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 (Compliance with Applicable Laws), shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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

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. 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 (Jury Service Ordinance) and incorporated herein by reference and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to 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 Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph 8.8 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a sub-contract 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 sub-contracts. "Employee" means any California resident who is a full-time employee

of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any sub-contractor to perform Services for County under this Contract, the sub-contractor shall also be subject to the provisions of this Paragraph 8.8 (Compliance with County's Jury Service Program). The provisions of this Paragraph 8.8 (Compliance with County's Jury Service Program) shall be inserted into any such sub-contract agreement and a copy of the Jury Service Program shall be attached to this Contract.

3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph 8.8 (Compliance with County's Jury Service Program) of this Contract may constitute a breach of this Contract. In the event the violation is deemed by the County to be a material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 8.9 (Conflict of Interest), shall be a material breach of this Contract.

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

Should Contractor require additional or replacement personnel after the effective date to perform the services set forth herein, 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 Term of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should 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 and 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 this Contract. It is County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise 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. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County 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 County Contractor Hearing Board shall be presented to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 interest of County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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 County Board of Supervisors. The County 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 Sub-contractors of Contractor

The terms of this Paragraph 8.12 (Contractor Responsibility and Debarment) shall also apply to sub-contractors of County Contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post Exhibit I (Safely Surrendered Baby Law) of this Contract, in a prominent position at Contractor's place of business. Contractor will also encourage its sub-contractors, if any, to post this poster in a prominent position in the sub-contractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain 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

County or its agent(s) will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, 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 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Contract, County may deduct such costs from any amounts due Contractor from County under this Contract.

8.17 Employment Eligibility Verification

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

8.17.2 Contractor shall obtain from all employees performing under this Contract all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

8.17.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from

and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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

Except for the parties' initial signatures to this Contract, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Change Notice or Amendment prepared pursuant to Paragraph 8.1 (Change Notices and Amendments) of this Contract, and received via communications facilities, as legally sufficient to evidence that original signatures have been affixed to said Change Notices or Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

8.19 Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless 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 Contractor's employees for which County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for failure to perform its obligations under this Contract, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's sub-contractors), freight embargoes, acts of terrorism, 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 the non-performing party.

- 8.20.2 Notwithstanding the foregoing, a default by a sub-contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such sub-contractor, 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 sub-contractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "sub-contractor" and "sub-contractors" mean sub-contractors 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. 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 County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 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. 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 Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. If applicable, Contractor shall be solely liable and responsible for furnishing

any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

8.23 Indemnification

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (hereinafter "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 or connected with Contractor's acts and/or omissions arising from or relating to this Contract, except for such loss or damages arising from the sole negligence or willful misconduct of County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.23 (Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

8.24 General Provisions for All Insurance Coverage

8.24.1 Insurance Coverage Requirements

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 (General Provisions for All Insurance Coverage) and 8.25 (Insurance Coverage). 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. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 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 that County and its Agents (defined below) have been given Insured status under 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 ten calendar days prior to Contractor's policy expiration dates. 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 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 \$50,000, and list any County required endorsement forms.
- Neither County's failure to obtain, nor 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 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 Project Director, with a copy to County Project Manager, at the address set forth in Exhibit E (County's Administration).

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.

8.24.3 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 County. County and its Agent's additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed 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 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 calendar days in advance of cancellation for non-payment of premium and 30 calendar 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 this Contract, in the sole discretion of County, upon which 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 this 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, 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 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, 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. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 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 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.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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 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

("follow form" over) 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

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 \$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 County as the Alternate Employer. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium form and thirty days in advance for any other cancellation or policy change. 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.

8.25.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than one million dollars per claim and two million dollars aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Sheriff or his designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff or his designee, at his 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 County, will be forwarded to the Contractor by the Sheriff or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Sheriff or his designee, determines that there are deficiencies in the performance of this Contract that the Sheriff or his designee, deems are correctable by Contractor over a certain time span, the Sheriff or his designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Sheriff or his designee, may:

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Upon giving five calendar days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 Contractor from County, as determined by County.

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

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

8.27 Most Favored Public Entity

If Contractor's prices decline, or should Contractor, at any time during the term of this Contract, provide similar software, service levels, software models, goods or services under similar conditions to the State of California or any county, municipality, or district of the State or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 8.27 (Most Favored Public Entity) by review of Contractor's books and records.

8.28 Nondiscrimination and Affirmative Action

8.28.1 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 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 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 Contractor certifies and agrees that it will deal with its sub-contractors, 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 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 Contractor shall allow County representatives access to Contractor's employment records during Business Days to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action), when so requested by County.
- 8.28.7 If 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 County may terminate or suspend this Contract. While 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 Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of \$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

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with 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

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 Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

Contractor shall bring to the attention of County Project Director and County Project Manager any dispute between County and Contractor regarding the performance of Services as stated in this Contract. If County Project Director, with assistance from County Project Manager, is not able to resolve the dispute, the Sheriff or his designee shall make a final resolution which shall bind both County and Contractor.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each sub-contractor 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

Contractor shall notify and provide to its employees, and shall require each sub-contractor 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 and is also available on the Internet at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three calendar days after deposit

in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten calendar days prior written notice thereof to the other party.

8.34.2 County Project Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Contract.

8.34.3 To County, notices shall be sent to the attention of County Project Manager and County Project Director at the respective addresses specified in Exhibit E (County's Administration).

To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Exhibit F (Contractor's Administration) of this Contract, with a copy to Contractor's Project Director.

8.34.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 8.34 (Notices) by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 7.3 (Approval of Contractor's Staff).

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and 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 Contractor; all information obtained in connection with County's right to audit and inspect 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 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". 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 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", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity – Disclosure of Contract

8.37.1 Disclosure Restrictions

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Contract to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract under the following conditions:

- a) Contractor shall develop all publicity material in a professional manner.
- b) During the term of this Contract, 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 County without the prior written consent of County Project Director for each such item.

8.37.2 Required Disclosure

In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, and to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

Notwithstanding any other provision of this Contract, either party may disclose information about the other that: (i) is

lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

8.38 Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that 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 Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of 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 Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the Work performed under this Contract, and if

such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference shall be either: (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the County Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Sub-contracting

8.40.1 County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor staff. Consequently, no performance by the Contractor staff of this Contract, or any portion thereof, shall be sub-contracted by Contractor without the advance written approval of the County as provided in this Paragraph 8.40 (Sub-contracting). Any attempt by Contractor to sub-contract any performance of this Contract by the Contractor staff without prior approval shall be null and void and may be deemed a material breach of this Contract, upon which County may immediately terminate this Contract.

8.40.2 In the event Contractor sub-contracts any portion of its performance of the Contract by the Contractor staff, Contractor shall provide to County, in writing, a notice regarding such sub-contract, which shall include:

- a) The reasons for the particular sub-contract;
- b) Identification of the proposed sub-contractor and an explanation of why and how the proposed sub-contractor was elected;
- c) A detailed description of the Work to be provided by the proposed sub-contractor;
- d) Confidentiality provisions applicable to the proposed sub-contractor's officers, employees and agents, which would be incorporated into the subcontract;

- e) Required County forms including (i) Exhibit D (Contractor's EEO Certification), (ii) Exhibit G3 (Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement), (iii) Exhibit I (Safely Surrendered Baby Law), and (iv) any other standard County required provisions; and
- f) A representation from Contractor that:
 - 1) The proposed sub-contractor is qualified to provide the Work for which sub-contractor is being hired;
 - 2) Either the proposed sub-contractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed sub-contractor.
 - 3) Either the proposed sub-contractor or Contractor shall be solely liable and responsible for any and all of sub-contractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Contract;
 - 4) Either the proposed sub-contractor or Contractor shall provide for indemnification of County for Work provided by the sub-contractor under the same terms and conditions as the indemnification provisions of this Contract, including those specified in Paragraph 8.23 (Indemnification) of this Contract; and
 - 5) Other pertinent information and/or certifications reasonably requested by County.

8.40.3 County will review Contractor's request to sub-contract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.

8.40.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, 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 claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any sub-contractor, including, without limitation, any officers, employees or agents of any sub-contractor, in the same manner as required for Contractor, its officers, employees and agents, under this Contract.

- 8.40.5 Notwithstanding any other provision of this Paragraph 8.40 (Sub-contracting), Contractor shall remain fully responsible for any and all performance required of it under this Contract, including those which Contractor has determined to sub-contract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All sub-contracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, sub-contracting of any Work under this Contract shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Contract.
- 8.40.6 Sub-contracting of any Work performed by the Contractor's staff under this Contract shall not waive County's right to prior and continuing approval of any or all such Contractor's staff pursuant to the provisions of Paragraph 7.3 (Approval of Contractor's Staff), including any sub-contracted members of the Contractor's staff. Contractor shall notify its sub-contractors of this County's right prior to sub-contractors commencing performance under this Contract.
- 8.40.7 Notwithstanding sub-contracting by Contractor of any Work under this Contract, Contractor shall be solely liable and responsible for any and all payments and other compensation to all sub-contractors, and their officers, employees, agents, and successors in interest, for any Services performed by sub-contractors under this Contract.
- 8.40.8 In the event that County consents to any sub-contracting, such consent shall apply to each particular sub-contract only and shall not be, or be construed to be, a waiver of this Paragraph 8.40 (Sub-contracting) or a blanket consent to any further sub-contracting.

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

Failure of 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) of this Contract, 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 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) of this Contract, and pursue debarment of 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 County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten calendar days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - a) Stop Work under this Contract on the date and to the extent specified in such notice, and
 - b) Complete performance of such part of the Work as shall not have been terminated by such notice.
- 8.42.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

8.43 Termination for Default

- 8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract if:
 - a) Contractor fails to timely provide and/or satisfactorily perform any tasks, subtasks, deliverable, goods, Service or other Work within the times specified in this Contract; or
 - b) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Contract; or
 - c) Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms; or
 - d) Contractor in performance of Work under the Contract fails to comply with the requirements of this Contract, including but not limited to Exhibit A (Statement of Work); or
 - e) Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract;

and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within 30 days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

8.43.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 8.43.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 8.43.2.

8.43.3 Except with respect to defaults of any sub-contractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of 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 Contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both Contractor and sub-contractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "sub-contractor" and "sub-contractors" mean sub-contractor(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default), it is determined by County that Contractor was not in default, or that the default was excusable, 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 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 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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 Contractor's performance pursuant to 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.
- 8.44.2 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 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 County may terminate this Contract immediately at any time upon the occurrence of any of the following:
- a) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this

Contract as determined by County;

- b) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within 60 days;
- c) The appointment of a Receiver or Trustee for Contractor; or
- d) The execution by Contractor of an assignment for the benefit of creditors.

8.45.2 The rights and remedies of 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.

8.45.3 Contractor agrees that Contractor, if as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, County may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n), and shall not interfere with the rights and benefits of County as provided herein. The foregoing shall survive the termination or expiration of this Contract for any reason whatsoever.

8.46 Termination for Non-Adherence to County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

County's payment obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Contract. Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal years unless and until County Board of Supervisors appropriates funds for this Contract in County's budget for each such future Fiscal year. In the event that funds are not appropriated for this Contract, then

County shall, at its sole discretion, either (i) terminate this Contract as of June 30 of the last Fiscal Year for which funds were appropriated, or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

8.48 Validity and Severability

8.48.1 Validity

The invalidity of any provision of this Contract shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Contract shall be materially impaired thereby.

8.48.2 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Contract is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

8.49 Effect of Termination

In the event that County, upon notice to Contractor, terminates this Contract in whole or in part as provided herein, then:

- 1) Contractor and County shall continue the performance of this Contract to the extent not terminated;
- 2) Contractor shall stop Work under this Contract on the date and to the extent specified in such notice and deliver to County all completed Work and Work in progress, in the form and media reasonably requested by County;
- 3) Contractor shall promptly return to County any and all Confidential Information, County Materials and any other County data that relate to that portion of the Contract and Work terminated by County;
- 4) County will pay Contractor all monies due in accordance with the terms of the Contract only for the Work completed by Contractor and Accepted by County, up to the date of Termination;

- 5) Upon termination by County for default pursuant to Paragraph 8.43 (Termination for Default) or for insolvency pursuant to Paragraph 8.45 (Termination for Insolvency) of this Contract, County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate tasks, subtasks, goods, Services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar tasks, subtasks, goods, Services and other Work.

8.50 Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of any other provision. Failure of 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 8.50 (Waiver) 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 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 Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, 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) of this Contract, 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 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

Contractor shall notify its employees, and shall require each sub-contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten calendar days before every statewide election, every Contractor and sub-contractors 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 this 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 8.57 (Compliance with Fair Chance Employment Practices) of this Contract, may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.58 Compliance with the County Policy of Equity

Contractor acknowledges that 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>). Contractor further acknowledges that 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. Contractor, its employees, and sub-contractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its sub-contractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.59 County Lobbyists

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. 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. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.60 Warranties

8.60.1 Warranty Obligations

Contractor represents, warrants, covenants and agrees that throughout the term of this Contract:

1. Contractor shall strictly comply with the Work requirements set forth in Exhibit A (Statement of Work) of this Contract, with all Attachments thereto, and any applicable executed Change Notice or Amendment.
2. All tasks, subtasks, goods, Services, and other Work shall be performed in a timely and professional manner by qualified personnel.

3. All tasks, subtasks, goods, Services, and other Work shall be completed in accordance with this Contract, and any other applicable requirements.

8.60.2 Disabling Device

Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to any of County's systems or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any user or which could alter, destroy or inhibit the use of the System or any component, or the data contained therein (collectively referred to as "Disabling Device(s)"), which could block access to or prevent the use of the System or any component by County or users. Contractor represents, warrants and agrees that it has not purposely placed, nor it is aware of, any Disabling Device in any System component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the System via updates or Enhancements applied thereto, prior to installation onto the System, and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

8.60.3 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 8.60 (Warranties) shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 8.43 (Termination for Default).

8.60.4 Standard of Services

Contractor's Services and other Work required by this Contract shall, during the term of the Contract, conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's Services or other Work provided under this Contract fail to

conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work). In addition to the remedies set forth herein, Contractor shall, at its own expense, correct any data in which (and to the extent that) malfunctions have been caused by Contractor or by any other tools introduced by Contractor into the System for the purpose of performing Services or other Work under this Contract or otherwise.

8.60.5 Remedies

County's remedies under this Contract for the breach of the warranties set forth in this Contract and Exhibit A (Statement of Work), shall include the repair or replacement by Contractor, at its own expense, of non-conforming System components, any other remedies set forth in Exhibit A (Statement of Work), including any other corrective measures specified in Exhibit A (Statement of Work) and this Contract.

8.61 No Third-Party Beneficiaries

Notwithstanding any other provision of this Contract, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third-party beneficiary of this Contract, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

8.62 Contractor Performance During Civil Unrest and Disaster

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or sub-contractor's employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

8.63 Dispute Resolution Procedure

8.63.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Paragraph 8.63 (such provisions shall be collectively

referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

- 8.63.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 8.63.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 8.63.4 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.63.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Business Days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.63.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Business Days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the Sheriff or his designee. These persons shall have ten Business Days to attempt to resolve the dispute.
- 8.63.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.63.8 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this Paragraph 8.63 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 8.63.9 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under this Contract or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.

8.63.10 Notwithstanding any other provision of this Contract, County's right to seek injunctive relief to enforce the provisions of Paragraph 7.8 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

8.64 Assignment by County

This Contract may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Contract.

8.65 Unlawful Solicitation

Contractor shall inform all of its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

8.66 Arm's Length Negotiations

This Contract is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

8.67 Re-Solicitation of Bids and Proposals

8.67.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Contract. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

8.67.2 Contractor acknowledges that County, in its sole discretion, may enter into a Contract for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be

selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

8.68 Access to County Facilities

Contractor, its employees and agents, may be granted access to both County physical facilities and/or County systems/data (herein "system"), subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities and/or systems shall be restricted to Business Days, except for County-observed holidays. Access to County facilities and/or systems outside of the prescribed hours during Business Days must be approved in writing in advance by County Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy in, or any other property or other rights to, County facilities or systems. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Manager.

8.69 County Facility Office Space

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Contract. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

8.70 Staff Performance Under the Influence

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform Services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

8.71 Non-Appropriation of Funds

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Contract. Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until County Board of Supervisors appropriates funds for this Contract in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then County shall, at its sole discretion, either: (i) terminate this Contract as of June 30 of the

last Fiscal Year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.72 Survival

- 7.8 Confidentiality and Security
- 8.6 Compliance with Applicable Law
- 8.17 Employment Eligibility Verification
- 8.19 Fair Labor Standards
- 8.21 Governing Law, Jurisdiction, and Venue
- 8.23 Indemnification
- 8.25 Insurance Coverage
- 8.36 Public Records Act
- 8.48 Validity and Severability
- 8.55 Compliance with County's Zero Tolerance Policy on Human Trafficking
- 8.60 Warranties

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

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:

- a) Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;
- b) In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
- c) 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 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

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:

- a) Pay to County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;
- b) In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
- c) 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:
 - a) Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;

- b) In addition to the amount described in subdivision (a) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
- c) 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.

MLQ & LO CONSULTING LLC

By

Lawrence T. Ochs

Name

managing member

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
CAMMY C. DUPONT
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK (SOW)

FOR

MAPAS MAINTENANCE AND SUPPORT SERVICES

**EXHIBIT A
STATEMENT OF WORK
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ATTACHMENTS

Attachment A.1 – Glossary of Project Terminology
Attachment A.2 – Performance Requirements Summary Chart
Attachment A.3 – Contract Discrepancy Report

EXHIBIT A
STATEMENT OF WORK
CIVIL-ENFORCEMENT SYSTEM MAINTENANCE

1.0 OBJECTIVE

- 1.1 Los Angeles County (County) Sheriff's Department (Department) seeks to obtain the services of a Contractor to maintain its current civil-enforcement application software and to assist in a future transition to a new system.
- 1.2 Terms or phrases with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth in Paragraph 2.0 (Definitions) of the Contract, whenever such terms are used in this Statement of Work (SOW).
- 1.3 Other terms and phrases used to provide guidance in project management may be found in Attachment A.1 (Glossary of Project Terminology).

2.0 BACKGROUND

- 2.1 LASD currently uses a 30-year-old custom application software system, called the Modified Automated Process and Accounting System (MAPAS), to support its civil-enforcement workflows, such as: service of process, wage garnishments, bank garnishments, evictions, property seizures and sales, keepers (business seizures), claims of exemption, third-party claims, claims of right to possession, protective orders, bench warrants, vehicle inspections, and related functions.
- 2.2 MAPAS's annual volume is approximately:
 - 172,000 service requests processed;
 - 1.4 million accounting entries; and
 - Cash transactions totaling \$256 million.
- 2.3 MAPAS was developed in 1989 by Sierra Systems, Inc. (Sierra) and had been maintained and updated by that company until 2019.
- 2.4 MAPAS runs on a Hewlett-Packard minicomputer with a Unix operating system, and is programmed using Software AG's "Natural" programming language and "Adabas" database-management system.
- 2.5 MAPAS is used on a daily basis by 300 users in the Civil Management Bureau (CMB) located in the Department's headquarters office and 19 courthouses

throughout the County. In addition, MAPAS is used occasionally by various light users in other courthouses, and by the County's Public Defender and Alternate Public Defender departments.

- 2.6 A MAPAS outage, even for a short time, would severely hamper CMB because critical, time-sensitive CMB tasks are handled through MAPAS.
- 2.7 The Department plans to replace MAPAS with a new civil-enforcement system within the next several years.

3.0 SCOPE OF WORK

- 3.1 The Contractor shall provide Maintenance and related services for MAPAS, as indicated in this SOW. The Contractor's key staff shall respond to emerging MAPAS issues to prevent business interruption according to the requirements listed in Paragraph 4.1 below.
- 3.2 Unless otherwise directed by the County Project Manager, the Contractor shall not make direct changes to the MAPAS production environment. Contractor shall make changes to MAPAS in a development and/or test environment.
- 3.3 Contractor shall support County employees (who are experienced Natural/Adabas programmers) who make the direct changes to the MAPAS production environment. The County Project Manager will email the Contractor a list of County employees who are authorized to do production environment work, and will update that list from time to time, as necessary. The Contractor shall provide the authorized County employees with instructions for making the needed changes. The Contractor shall work closely with those County employees and validate that the MAPAS production environment was appropriately changed.
- 3.4 The Contractor shall prioritize activities based on directions from the County Project Manager.
- 3.5 The Contractor shall keep a detailed daily activity log, including but not limited to, Work Requests received, malfunctions or alarms detected, specific Work performed by key staff and the amount of time to be invoiced for that Work, materials involved (if any), problems or concerns encountered (if any), results attained from Work performed, and lessons learned (if any).
- 3.6 The Contractor shall provide the County Project Manager with daily updates of the daily activity log before 5:00 p.m. Pacific Time on the following Business Day.
- 3.7 The Contractor shall provide the County Project Manager with monthly written status reports, along with oral briefings either in person or by telephone conference. The status reports should detail outstanding issues and Work Requests, and plans and forecasts for the next several months. The status

report's form format and content shall be as directed and approved by County Project Manager.

- 3.8 The Contractor shall provide status updates to the County Project Manager on a daily basis, via telephone and/or email as directed by the County Project Manager, regarding: (a) unresolved malfunctions, (b) other problems related to Contractor's tasks and responsibilities in this SOW, and (c) Work Requests that have been started but not completed.
- 3.9 The Contractor shall coordinate with County personnel tasked with operating and maintaining the technical infrastructure and security mechanisms underlying MAPAS.
- 3.10 The Contractor shall report potential issues, problems, bottlenecks, and alarms to the appropriate County personnel, for example, Sheriff's Court Services Division, Sheriff's Data Systems Bureau, and County's Internal Services Department. County Project Manager will provide contact information to Contractor, and advise accordingly as to "appropriate County personnel."
- 3.11 The Contractor shall designate an individual to take the role of Contractor Project Manager; that designee shall take responsibility for the Contractors' Work, and serve as the primary point of contact for the County.
- 3.12 The Contractor shall provide, at their own expense, whatever personal computers, office equipment, transportation, parking, and insurance are needed for carrying out the tasks in this SOW. All equipment, software, data, and communications used in connection with Contractor's Work herein are subject to County's security procedures, directives, and oversight. County's data security officer may require prior approval for any devices that Contractor wishes to use for work herein.
- 3.13 The Contractor shall carry out all Maintenance and Enhancements within a timeframe determined by the County.
- 3.14 The Contractor shall review each Work Request and provide an estimate of staff-hours and calendar days to complete the Work Request. County's Project Manager will not unreasonably delay authorization of Work. Notwithstanding the foregoing, the Contractor shall endeavor to complete the Work Request within the time estimated. Should the Contractor discover, during the course of executing such Work, that the original estimate will be exceeded, Contractor shall immediately contact the County's Project Manager to revise the estimate and seek authorization to continue with the Work Request. Should Contractor fail in its obligation to contact the County's Project Manager, County shall only be obligated to pay for the original estimate, in the sole discretion of County's Project Manager.

4.0 TASKS

4.1 The Contractor shall be responsible for the following tasks:

4.1.1 Provide Preventive Maintenance for MAPAS.

- a) Preventive Maintenance affecting the production environment shall be carried out between the hours of 7:00 pm and 7:00 am Pacific Time.

4.1.2 Provide Corrective Maintenance for MAPAS.

- a) For Priority-1 malfunctions, begin Corrective Maintenance within one hour after discovering or being notified of the Malfunction, and use continuous best efforts to cure the Malfunction.
- b) For Priority-2 malfunctions, begin Corrective Maintenance within four Business Hours after discovering or being notified of the Malfunction, and work diligently during Business Hours until the Malfunction is cured.
- c) For Priority-3 malfunctions, begin Corrective Maintenance within eight Business hours after discovering or being notified of the Malfunction, and work diligently during Business Hours until the Malfunction is cured.
- d) For Priority-4 malfunctions, begin Corrective Maintenance within two Business Days after discovering or being notified of the Malfunction, and complete Work within a reasonable timeframe, as determined by County.

4.1.3 Provide consultative support to County regarding, but not limited to, MAPAS usage, configuration, structure, functions, business logic, database schema, user interface, and history.

4.1.4 Monitor MAPAS's system logs and track any irregularities in MAPAS's operational functions. Monitoring frequency shall be as directed by County Project Manager.

4.1.5 Develop and oversee the daily, weekly, and monthly MAPAS batch jobs and verify that they have been run properly and on schedule.

4.1.6 Periodically extract (copy) and stage MAPAS data for the County to then import into the MAPAS Data Warehouse.

- a) The County will specify the particular data fields (MAPAS data names) to be included, and the server where the staged data shall be placed.

- b) The staged data's format shall be suitable for the County to import into a Microsoft SQL Server database.
 - c) The initial dataset shall contain data from MAPAS's inception to the present point in time.
 - d) After the initial dataset has been created, daily and weekly incremental updates shall consist of new records or updates to existing records. The County will specify the particular data to be updated daily and weekly.
 - e) If the extract procedure would impact the response time or availability of other MAPAS functions, then the extract procedure shall be carried out between 7:00 pm and 7:00 am Pacific Time.
 - f) Datasets shall be properly identified and controlled to ensure that the MAPAS Data Warehouse accurately represents the relevant portions of the MAPAS database.
 - g) If County determines that the MAPAS Data Warehouse has become corrupted, incomplete, or uncertain, County may issue a Work Request to re-initialize the data and then re-start the incremental updates as indicated above.
- 4.1.7 Immediately notify the County Project Manager of any perceived security problems or perceived attempts by unauthorized persons to access MAPAS.
 - 4.1.8 Develop, test, and implement minor updates to MAPAS in response to changes in legislation, fee schedules, legal nomenclature, judicial forms, court procedures, financial-control requirements, CMB office locations, Department correspondence formats, existing Interfaces, etc.
 - 4.1.9 Develop, test, and implement Enhancements to MAPAS as requested and authorized by the County Project Manager via Work Requests.
 - 4.1.10 Develop, test, and implement procedures for clearing out stale liability balances based on specifications developed by the County (for example: vehicle-inspection cases that have a fee-deposit balance because of missing revenue entries; cases that have a receivable balance that can be discharged from its fee-deposit balance; cases that have a low fee-deposit balance that can be converted to overage revenue; escheatment of fee-deposit and trust balances for cases with no activity for three or more years, etc.).

4.1.11 Develop and provide the following documentation, and provide updates whenever significant changes render prior documentation obsolete.

- a) Specifications for each online and batch program in MAPAS, containing:
 - 1. The business purpose of the program;
 - 2. The program's procedural logic, indicating the specific data elements (table and field) where the program reads, collects, and writes data;
 - 3. Automatic setting of data values (auto-population), including default values;
 - 4. Constraints and validation rules for data display, data entry, and data editing; and
 - 5. Security.
- b) Database schema (the logical relationships among data elements), indexes, and performance issues.
- c) Diagram(s) that outlines the major pieces of the production environment and their interrelationship.

4.1.12 Develop, test, and, when so directed by the County Project Manager, carry out the following procedures to assist in the cutover from MAPAS to its successor system.

- a) At the point in time during cutover to any future replacement system, when a CMB office's cases should be frozen in MAPAS:
 - 1. Freeze that office's cases to prevent users from adding, changing, or deleting that data for those cases;
 - 2. Copy (extract) and stage data needed for conversion into the successor system's database for those cases not currently resident in the MAPAS Data Warehouse; and
 - 3. Extract and stage data not already contained in the MAPAS Data Warehouse, but needed for conversion into the successor system's database for those cases.
- b) When MAPAS is no longer in use, decommission MAPAS.

5.0 COUNTY RESPONSIBILITIES

- 5.1 The County will designate a County Project Manager who will serve as the primary point of contact for Contractor.
- 5.2 The County will provide, host, and maintain MAPAS infrastructure (e.g., hardware, operating system software, database management software, network software, driver software, etc.).
- 5.3 The County will provide both remote and on-site access to Contractor personnel authorized by County to access MAPAS for purposes of the Contract.
- 5.4 The County will provide subject-matter expertise in the business rules (per legislation, etc.) for the business functions supported by MAPAS, and communicate such business rules to Contractor.
- 5.5 The County will conduct acceptance testing when needed.
- 5.6 The County will provide user training and support.
- 5.7 The County will manage user accounts.
- 5.8 The County will respond promptly to Contractor questions and comments.
- 5.9 The County will manage systems that are interfaced to MAPAS.
- 5.10 The County will schedule and coordinate migration to a successor system.

6.0 WORK REQUEST ADMINISTRATION

- 6.1 The Contractor shall carry out Maintenance tasks as needed without prior authorization by the County, except when specifically instructed otherwise by the County Project Manager.
- 6.2 The Contractor shall carry out other tasks, including Enhancements, only upon prior authorization via a written Work Request from County Project Manager.

7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 All Contractor personnel performing Work under this SOW shall, at the discretion and request of County, undergo and pass, to the satisfaction of County, a background and security investigation as a condition of beginning and continuing Work under the Contract, pursuant to Paragraph 7.4 (Background and Security Investigations) of the Contract.

ATTACHMENT A.1

GLOSSARY OF PROJECT TERMINOLOGY

FOR

MAPAS MAINTENANCE AND SUPPORT SERVICES

ATTACHMENT A.1
GLOSSARY OF PROJECT TERMINOLOGY
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ATTACHMENT A.1

GLOSSARY OF PROJECT TERMINOLOGY

The terms offered in this Glossary will be used solely to promote an understanding of the requirements of the Work to be performed under the Contract; they are meant to provide guidance to those persons who will provide maintenance and support to the current civil-enforcement application software; and they do not represent exact legal definitions.

These terms are not meant to establish any of the contractual obligations of the parties to the Contract, nor shall any of these terms have any legal meaning that would supersede, contradict or override any of the terms or obligations of County and Contractor, as provided for within the Contract.

1.0 GENERAL TECHNOLOGY TERMS

- 1.1 “Business System” means a System composed of the Technical System, Directly Loaded Data, facilities, paperwork, and Workflows for producing and delivering a particular set of goods or services.
- 1.2 “Business-Process Application Software” means Application Software that is specifically geared to a complex business process such as personnel administration, fleet management, etc.
- 1.3 “Completion Criteria” means a set of defined conditions by which to determine whether a particular activity can be considered finished.
- 1.4 “Database Schema” means the structure by which the information in a database is organized.
- 1.5 “Developer Tool” means Hardware and/or Software used for designing, building, testing, or Maintaining Software.
- 1.6 “Directly Loaded Data” means Database content that is created or changed via any means other than regular day-to-day user functions or routine Automated procedures.
- 1.7 “General Application Software” means Application Software other than Business-Process Application Software. Examples include Microsoft Word, Excel, and Outlook, Adobe Acrobat, Windows Calculator, QuickBooks, etc.
- 1.8 “Prerequisite Criteria” means a set of defined conditions by which to determine whether a particular activity is ready to be started.
- 1.9 “Semi-Automated” means that an activity is carried out by a person using Business-Specific Application Software.
- 1.10 “Semi-Manual” means that an activity is carried out by a person using General Application Software.
- 1.11 “Technical Infrastructure” means a System composed of Hardware, operating-system Software, Database-management Software, network Software, driver

ATTACHMENT A.1

GLOSSARY OF PROJECT TERMINOLOGY

Software, and similar components, upon which Application Software operates and Databases reside.

- 1.12 “Technical System” means a System composed of: (a) all the Application Software and Databases used for a particular set of business functions; (b) the Technical Infrastructure underlying that Application Software and those Databases; and (c) associated Interfaces.
- 1.13 “Workflow” means a predefined sequence of activities, roles, and business rules for transforming a triggering event into a finished, delivered Work product. A Workflow typically contains various Automatic, Manual, Semi-Automated, and Semi-Manual activities.

2.0 TECHNOLOGY TERMS SPECIFIC TO THIS PROJECT

- 2.1 “MAPAS Data Warehouse” means a particular SQL Server Database containing data that had been previously extracted (copied) from the MAPAS production environment’s Database and then transformed and loaded into that SQL Server Database.

3.0 GENERAL MAINTENANCE TERMS

- 3.1 “Mitigation” means reducing the harm or disruption caused by a current or future Malfunction.
- 3.2 “Mitigated Functional Degradation” means the net loss of System functionality or efficiency due to a Malfunction, after all readily available Workarounds (if any) are put in place to Mitigate the Malfunction.
- 3.3 “Non-routine Preventive Maintenance” means one-time endeavors intended to reduce the likelihood of future Malfunctions.
- 3.4 “Routine Preventive Maintenance” means planned, ongoing, regularly performed procedures intended to reduce the likelihood of future Malfunctions.
- 3.5 “Unmitigated Functional Degradation” means the loss of System functionality or efficiency due to a Malfunction, regardless of any Workaround that is or can be used to Mitigate the Malfunction.
- 3.6 “Workaround” means a procedure or method for performing a business function in order to cope with a Malfunction. A Workaround is a type of Mitigation.

4.0 BUSINESS TERMS SPECIFIC TO THIS PROJECT

- 4.1 “Case” means a court case, or a legal action pursuant to the California Code of Civil Procedures (or comparable procedures in other states), in which CMB has a role. (In another context, case refers to text capitalization.)

ATTACHMENT A.1

GLOSSARY OF PROJECT TERMINOLOGY

- 4.2 “Control Office” means the Office responsible for overall management of a Case, including the approval of disbursements for that Case.
- 4.3 “Intake Office” means the Office that received a particular Service Request, Supplemental, or Case-related funds from a source outside of LASD.
- 4.4 “Levying Officer File Number” (LOFN) means CMB’s unique reference identifying a particular Service Request. This is the term used by the California Code of Civil Procedures (CCP).
- 4.5 “Process” means a document (or packet of documents) that: (a) relates to a Case; and (b) is to be formally delivered to (“served on”) a particular party. (In another context, process means a controlled sequence of activities, or as a verb to carry out a controlled sequence of activities.)
- 4.6 “Registered Process Server” (RPS) means a person who is: (a) not an LASD employee; and (b) serves on garnishees for garnishment Cases in Los Angeles County.
- 4.7 “Service” means the successful delivery of a Process to an appropriate party, by CMB, a Registered Process Server, or any other person who may legally serve the Process.
- 4.8 “Service Attempt” means CMB’s activities aimed at fulfilling a Service Request in the field or by mail.
- 4.9 “Service Request” means a request that CMB receives, and accepts, to: (a) serve a Process; (b) perform a vehicle inspection; or (c) perform any other action that can be formally requested per CMB’s civil-enforcement procedures.
- 4.10 “Serving Office” means the Office from which a Service Attempt is made.
- 4.11 “Supplemental” means a subsequent activity (or request for such activity) following from a Service, such as a termination order, real-estate redemption, etc., excluding: (a) financial events such as fund receipts and disbursements, dishonored checks, etc.; and (b) certain types of subsequent activities that are treated as separate Service Requests, such as re-postings, etc.
- 4.12 “Transaction” means a Service Request, a Supplemental, or a financial event in a Case.
- 4.13 “Transaction Type” means a category by which Transactions are classified. (MAPAS has 328 Service-Request types, 29 Supplemental types, and 150 financial-event types.)

ATTACHMENT A.2

PERFORMANCE REQUIREMENTS SUMMARY CHART

FOR

MAPAS MAINTENANCE AND SUPPORT SERVICES

ATTACHMENT A.2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 3.0 – (Scope of Work) Paragraph 3.7	Contractor to attend monthly meeting.	Inspection and Tracking	\$50 per occurrence
SOW: Maintenance Services - Paragraph 4.0 (Tasks), Paragraph 4.1.2 (a)	Priority-1 Malfunction – Contractor shall respond within one hour after being notified of a Malfunction.	Inspection & Observation	\$250 for every 30-minute delay beyond the one-hour response time.
SOW: Maintenance Services - Paragraph 4.0 (Tasks), Paragraph 4.1.2 (b)	Priority-2 Malfunction – Contractor shall respond within four hours after being notified of a Malfunction.	Inspection & Observation	\$200 for every 30-minute delay beyond the four-hour response time.
SOW: Maintenance Services - Paragraph 4.0 (Tasks), Paragraph 4.1.2 (c)	Priority-3 Malfunction – Contractor shall respond within eight hours after being notified of a Malfunction.	Inspection & Observation	\$150 for each one-hour delay beyond the eight-hour response time.
SOW: Maintenance Services - Paragraph 4.0 (Tasks), Paragraph 4.1.2 (d)	Priority-4 Malfunction – Contractor shall respond within two Business Days after being notified of a Malfunction.	Inspection & Observation	\$100 for each one-day delay beyond the two Business Day response time.

ATTACHMENT A.3

CONTRACT DISCREPANCY REPORT

FOR

MAPAS MAINTENANCE AND SUPPORT SERVICES

EXHIBIT B

PRICE SHEET

MAPAS MAINTENANCE AND SUPPORT SERVICES

MAPAS MAINTENANCE AND SUPPORT SERVICES
PRICE SHEET

HOURLY LABOR RATES

BASE TERM 2020-2022	OPTION YEAR 1 2022-2023	OPTION YEAR 2 2023-2024	OPTION YEAR 3 2024-2025
\$ 105.00	\$ 108.00	\$ 112.00	\$ 117.00

HOURLY LABOR RATES FOR AFTER HOURS/HOLIDAYS

AFTER HOURS/HOLIDAY	\$ 105.00
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Submitted by:

Signature Lawrence T. Ochs
Print Name Lawrence T. Ochs
Title Managing member
Date 2/26/2020

EXHIBIT C

INTENTIONALLY OMITTED

MAPAS MAINTENANCE AND SUPPORT SERVICES

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

MAPAS MAINTENANCE AND SUPPORT SERVICES

CONTRACTOR'S EEO CERTIFICATION

Lawrence T. Ochs
Contractor Name
2 Bernay Laguna Niguel CA 92677
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 checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" 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 checked="" 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 checked="" type="checkbox"/> | No <input type="checkbox"/> |

Lawrence T. Ochs Managing member
Authorized Official's Printed Name and Title

Law T. Ochs 2/26/2020
Authorized Official's Signature Date

EXHIBIT E

COUNTY'S ADMINISTRATION

MAPAS MAINTENANCE AND SUPPORT SERVICES

COUNTY'S ADMINISTRATION

CONTRACT NO. 683-SH

COUNTY PROJECT DIRECTOR:

Name: CHRISTOPHER NEE
Title: CAPTAIN
Address: 110 NORTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90012
Telephone: (213) 972-3901
E-Mail Address: CPNEE@LASD.ORG

COUNTY PROJECT MANAGER:

Name: SAM SAAD
Title: INFORMATION TECHNOLOGY SPECIALIST I
Address: 211 WEST TEMPLE STREET – 7TH FLOOR
LOS ANGELES, CALIFORNIA 90012
Telephone: (213) 229-1708
E-Mail Address: SSAAD@LASD.ORG

CONTRACT COMPLIANCE MANAGER:

Name: DAVID CULVER
Title: ASSISTANT DIRECTOR
Address: 211 WEST TEMPLE STREET – 6TH FLOOR
LOS ANGELES, CALIFORNIA 90012
Telephone: (213) 229-3260
E-Mail Address: DECULVER@LASD.ORG

DEPARTMENT ACCOUNTS PAYABLE:

Name: JIAN LI
Title: ACCOUNTING OFFICER III
Address: 211 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012
Telephone: (213) 229-1823
E-Mail Address: J2LI@LASD.ORG

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

MAPAS MAINTENANCE AND SUPPORT SERVICES

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** MLQ & LO CONSULTING LLC**CONTRACT NO:** 683-SH**CONTRACTOR'S PROJECT MANAGER:**

Name: LAWRENCE OCHS
Title: MANAGING MEMBER – MLQ & LO CONSULTING LLC
Address: 2 BERNAY
LAGUNA NIGUEL, CALIFORNIA 92677
Telephone: (310) 896-6756
E-Mail Address: LARRYOCHS@HOTMAIL.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: LAWRENCE OCHS
Title: MANAGING MEMBER
Address: 2 BERNAY
LAGUNA NIGUEL, CALIFORNIA 92677
Telephone: (310) 896-6756
E-Mail Address: LARRYOCHS@HOTMAIL.COM

Name: MANUEL L. QUIAZON
Title: MANAGING MEMBER
Address: 2 BERNAY
LAGUNA NIGUEL, CALIFORNIA 92677
Telephone: (310) 463-1689
E-Mail Address: LITOQUIAZON@OUTLOOK.COM

Notices to Contractor shall be sent to the following:

Name: LAWRENCE OCHS
Title: MANAGING MEMBER
Address: 2 BERNAY
LAGUNA NIGUEL, CALIFORNIA 92677
Telephone: (310) 896-6756
E-Mail Address: LARRYOCHS@HOTMAIL.COM

EXHIBIT G1-IT

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

MAPAS MAINTENANCE AND SUPPORT SERVICES

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(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 Lawrence T. Ochs 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, Confidentiality, and Copyright Assignment 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-

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that 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, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: Lawrence T. Och

DATE: 2 / 26 / 2020

PRINTED NAME: Lawrence T. Och

POSITION: Managing member

EXHIBIT G2-IT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

MAPAS MAINTENANCE AND SUPPORT SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(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, Confidentiality, and Copyright Assignment 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.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that 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, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G3-IT

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT
AGREEMENT**

MAPAS MAINTENANCE AND SUPPORT SERVICES

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

(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, Confidentiality, and Copyright Assignment 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 NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that 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, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

CONTRACTOR EMPLOYEE JURY SERVICE

MAPAS MAINTENANCE AND SUPPORT SERVICES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The County 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 County 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 County 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)

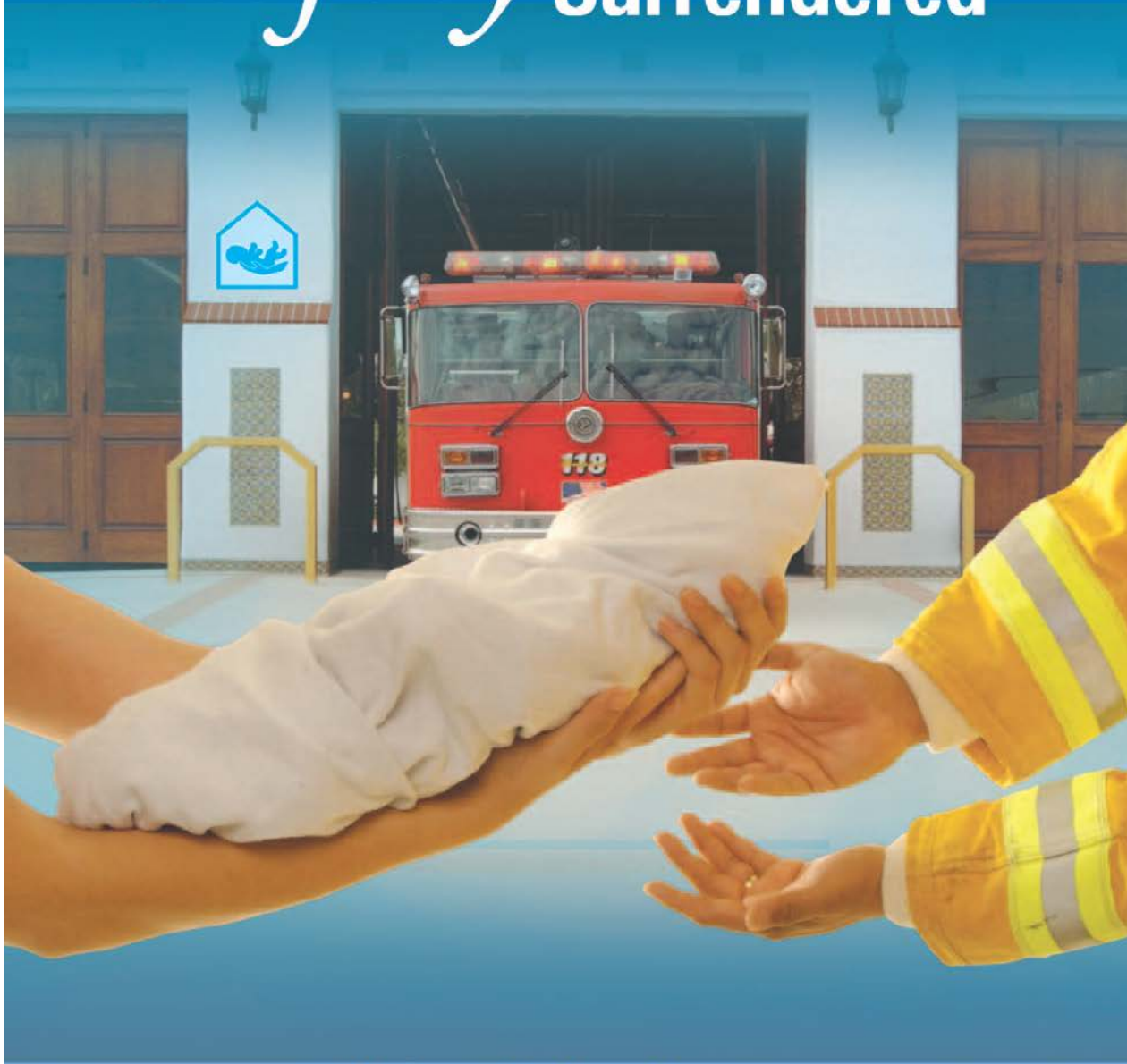
EXHIBIT I

SAFELY SURRENDERED BABY LAW

MAPAS MAINTENANCE AND SUPPORT SERVICES


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



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?

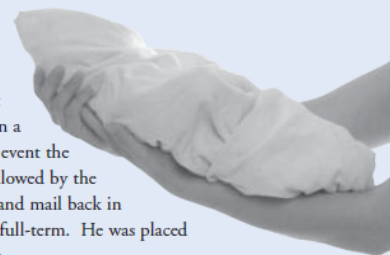
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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

OPS CLUSTER AGENDA REVIEW DATE	3/18/2020						
BOARD MEETING	N/A						
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts						
DEPARTMENT	Public Works						
SUBJECT	ADVANCE NOTIFICATION OF INTENT TO FILE A SOLE SOURCE AMENDMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO INCREASE THE AGREEMENT TERM AND THE MAXIMUM CONTRACT SUM FOR ENHANCEMENT AND CONTINUED MAINTENANCE OF INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM						
PROGRAM							
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No KITS is a proprietary system owned and sold exclusively by Kimley-Horn. As a result, Kimley-Horn is the only firm able to perform enhancements to and maintenance of the system.						
DEADLINES/ TIME CONSTRAINTS	The current contract will expire on October 14, 2020. A time extension is needed to provide the necessary continued maintenance support for our current system as Public Works pursues a competitive solicitation for a new replacement system. In addition, the increase to the maximum contract sum will be funded by the Los Angeles Metropolitan Transportation Authority Grant Funds, which carry a funding deadline.						
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total Cost: \$400,000</td><td style="width: 50%;">Funding source: LA County Metro Grant funds, Prop C (80%, \$320,000) County matching funds, Local Return (20%, \$80,000)</td></tr> <tr> <td colspan="2">TERMS (if applicable): 1 year with one 1-year option.</td></tr> <tr> <td colspan="2">Explanation: Increase maximum contract sum by \$400,000, with an estimated annual cost of \$200,000.</td></tr> </table>	Total Cost: \$400,000	Funding source: LA County Metro Grant funds, Prop C (80%, \$320,000) County matching funds, Local Return (20%, \$80,000)	TERMS (if applicable): 1 year with one 1-year option.		Explanation: Increase maximum contract sum by \$400,000, with an estimated annual cost of \$200,000.	
Total Cost: \$400,000	Funding source: LA County Metro Grant funds, Prop C (80%, \$320,000) County matching funds, Local Return (20%, \$80,000)						
TERMS (if applicable): 1 year with one 1-year option.							
Explanation: Increase maximum contract sum by \$400,000, with an estimated annual cost of \$200,000.							
PURPOSE OF REQUEST	The purpose is to advise the Board of Public Works' intent to file a sole source amendment with Kimley-Horn and Associates, Inc. to provide additional enhancements and continued maintenance of Kimley-Horn Integrated Transportation System (KITS). KITS is a proprietary system owned and sold exclusively by Kimley-Horn. As a result, Kimley-Horn is the only firm able to perform enhancements to and maintenance of the system. In addition, as Public Works evaluates our future needs and prepares and pursues a competitive solicitation for a new replacement system, there is still an operational need to maintain KITS.						
BACKGROUND (include internal/external issues that may exist)	KITS is the County's existing traffic control system for the unincorporated County and participating cities. It allows for monitoring of traffic conditions and traffic signal operations of over 800 traffic signals countywide from Public Works' TMC. Traffic signal monitoring provides staff with immediate notification of signal malfunctions, thereby enabling faster and more efficient maintenance responses. The system also provides the ability to change signal timing from the TMC, which saves County staff time (staff no longer has to visit the signal to change timing). In addition, the system will provide the ability to make immediate changes to signal operations in the event of an incident or congestion.						
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Ron Matsuoka, Civil Engineer (626) 300-4822, rmatsuoka@pw.lacounty.gov						



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE

REFER TO FILE: **T-6**

March 18, 2020

TO: Each Supervisor

FROM: Mark Pestrella
Director of Public Works

ADVANCE NOTIFICATION OF INTENT TO FILE A SOLE SOURCE AMENDMENT TO SERVICE AGREEMENT 003255 WITH KIMLEY-HORN AND ASSOCIATES, INC. TO INCREASE THE AGREEMENT TERM AND THE MAXIMUM CONTRACT SUM FOR ENHANCEMENT AND CONTINUED MAINTENANCE OF INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM

In compliance with Board Policy 5.100, which requires advance notification of a department's intent to enter into sole source negotiations for extension of a Board approved agreement at least six months prior to the agreement's expiration date, this memorandum is to advise the Board of Public Works' intent to negotiate and file a sole source amendment to Agreement 003255 with Kimley-Horn and Associates, Inc. (Kimley-Horn) for system enhancements and continued maintenance and support of the Integrated Transportation Management System. The sole source amendment will extend the Agreement term for one year with a one-year renewal option and increase the maximum contract sum by \$400,000.

The current Agreement will expire on October 14, 2020, and the sole source amendment will allow for continued support of the current system, while allowing Public Works sufficient time to solicit and implement a replacement system. A Request for Proposal for the replacement system is expected to be completed in early 2021 and an agreement with the selected vendor is expected to be executed by the end of 2021.

There will be no impact to the County General Fund. The funding for the system is provided by Metro grant funds and County's Proposition C Local Return funds.

Background

The Kimley-Horn Integrated Transportation System (KITS) is the County's existing traffic control system for the unincorporated areas of Los Angeles County and participating cities. The system provides for continuous monitoring of traffic conditions and traffic signal operations of over 800 traffic signals countywide from Public Works'

Traffic Management Center (TMC). The system provides staff with immediate notification of signal malfunctions, which allows for faster and more efficient maintenance responses. The system also provides the ability to change signal timing from the TMC in the event of an incident or congestion, which saves County staff time from having to physically visit the intersection to change signal timing.

On October 19, 2004, the Board approved an Agreement with Kimley-Horn in the amount of \$2,072,250 for the procurement and maintenance of KITS. The term commenced on November 4, 2004 and continued until the commencement of a new sole source Agreement with Kimley-Horn. On September 30, 2014, the Board approved the new sole source Agreement in the amount of \$2,700,000 to provide enhancement and continued maintenance of KITS. The term commenced on October 1, 2014 and will expire on October 14, 2020.

Justification for Sole-Source Amendment with Kimley-Horn

1. KITS is a proprietary system owned and sold exclusively by Kimley-Horn. As a result, Kimley-Horn is uniquely qualified to enhance and maintain the system. As the County pursues a competitive solicitation for a new replacement system, there is still an operational need to support KITS in order to monitor traffic conditions and signal operations for the connected intersections.
2. KITS is integral to the I-210 Integrated Corridor Management (ICM) project along the I-210 Corridor that involves Caltrans, the County, the Cities of Duarte, Monrovia, and Pasadena. The multi-jurisdictional project was initiated by Caltrans for the coordinated management of the I-210 freeway and surrounding arterials to improve overall mobility and safety within the corridor. Since the traffic signals for the Cities of Duarte and Monrovia, as well as the unincorporated County, are hosted on the County's deployment of KITS, the successful deployment of the regionally-important I-210 ICM project in early 2021 will rely on the continued operation of KITS until a replacement system can be procured.
3. Public Works has been very satisfied with Kimley-Horn's performance and has found them to be very responsive and very good at adhering to schedule.

In the absence of any objection from the Board, we will work with County Counsel to prepare an amendment with Kimley-Horn and will return to the Board for approval of the amendment. If you have any questions, please call me or your staff may contact Dave MacGregor, Acting Deputy Director, at (626) 458-3900.

Each Supervisor
March 18, 2020
Page 3

RM:

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Attach.

cc: Chief Executive Office (Chia-Ann Yen)
Chief Information Office
County Counsel
Executive Office

bc: Chief Information Office (Juarros)

DRAFT

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date