



## County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** June 17, 2020  
**TIME:** 2:00 p.m. – 4:00 p.m.  
**LOCATION:** **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**  
**TELECONFERENCE ID: 927075833**

To join via phone, dial 1(415)655-0001, then press 927075833# , then press # when prompted for attendee number **\*\*IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILITATE PARTICIPANT CHECK-IN\*\***

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

### **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:  
FISCAL YEAR 2020-21 RECOMMENDED BUDGET  
CEO/CLASSIFICATION – Irish Wong, Principal Analyst
  - B) Board Letter:  
AUTHORIZATION FOR THE ASSESSOR TO EXECUTE A SERVICE  
CONTRACT FOR AS-NEEDED HISTORICAL DOCUMENT  
PRESERVATION AND IMAGING SERVICES  
ASSESSOR – Steven Hernandez, Assistant Assessor
  - C) Board Letter:  
URGENCY ORDINANCE AMENDING LOS ANGELES COUNTY CODE  
TITLE 8, DIVISION 2, CHAPTER 8.09 (PRICE GOUGING ORDINANCE)  
COUNTY COUNSEL – Scott Kuhn, Assistant County Counsel  
DCBA – Joseph Nicchitta, Director

**CONTINUED ON PAGE 2**

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

---

**FUTURE AGENDA TOPICS**

---

**CALENDAR LOOKAHEAD:**

RISK MANAGEMENT INFORMATION SYSTEM SIX-MONTH UPDATE  
CEO Risk Management

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	6/17/2020	
<b>BOARD MEETING</b>	7/7/2020	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	ALL DISTRICTS	
<b>DEPARTMENT</b>	CHIEF EXECUTIVE OFFICE	
<b>SUBJECT</b>	COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2020-2021 RECOMMENDED BUDGET AND OTHER CLASSIFICATION ACTIONS	
<b>PROGRAM</b>		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: Included in the FY 2020-2021 Recommended Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	IMPLEMENT THE FISCAL YEAR 2020-2021 RECOMMENDED BUDGET AND OTHER CLASSIFICATION ACTIONS	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<ul style="list-style-type: none"> <li>■ Implementation of Recommended Budget allocations which were approved in-concept by the Board on April 28, 2020</li> <li>■ Creation of a new unclassified classification for the Department of Health Services:               <ol style="list-style-type: none"> <li>1. Chief Communications Officer, Health Services (UC) (4572)</li> </ol> </li> <li>■ Creation of a new Member classification for the Department of Consumer and Business Affairs:               <ol style="list-style-type: none"> <li>1. Member, Rental Housing Oversight Commission (9484)</li> </ol> </li> <li>■ Salary change for one non-represented classification within the Fire Department:               <ol style="list-style-type: none"> <li>1. Ocean Lifeguard Candidate (2922)</li> </ol> </li> <li>■ Title change of one non-represented classification:               <ol style="list-style-type: none"> <li>1. Veteran Intern, Technical Support (8265) to Veteran Intern, Outreach and Advocacy</li> </ol> </li> <li>■ Deletion of eight (8) non-represented classifications:               <ol style="list-style-type: none"> <li>1. Chief, Environmental Toxicology, Agricultural Commissioner/Weights and Measures (4349)</li> <li>2. Commission Assistant, Substance Abuse (0909)</li> <li>3. Manager, Ford Theatres (8825)</li> <li>4. Managing Director, Ford Theatres (8806)</li> <li>5. Program Assistant, Ford Theatres (8822)</li> <li>6. Program Associate, Ford Theatres (8823)</li> <li>7. Senior Program Associate, Ford Theatres (8824)</li> <li>8. Senior Staff Assistant, Nursing (0926)</li> </ol> </li> </ul>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: CEO Classification: Irish Wong, (213) 893-7818 <a href="mailto:iwong@ceo.lacounty.gov">iwong@ceo.lacounty.gov</a> Alex Evans, (213) 893-2370, <a href="mailto:aevans@ceo.lacounty.gov">aevans@ceo.lacounty.gov</a> Vanessa Tuculet, (213) 974-4016, <a href="mailto:vtuculet@ceo.lacounty.gov">vtuculet@ceo.lacounty.gov</a> CEO Compensation: Aaron Palacios, (213) 974-0512, <a href="mailto:apalacios@ceo.lacounty.gov">apalacios@ceo.lacounty.gov</a>	



**CEO JULY 7, 2020  
FISCAL YEAR 2020-2021  
RECOMMENDED BUDGET LETTER  
SUMMARY**

Contact Information

CEO Classification:

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

Alex Evans, (213) 893-2370, [aevans@ceo.lacounty.gov](mailto:aevans@ceo.lacounty.gov)

Vanessa Tuculet, (213) 974-4016, [vtuculet@ceo.lacounty.gov](mailto:vtuculet@ceo.lacounty.gov)

CEO Compensation:

Aaron Palacios, (213) 974-0512, [apalacios@ceo.lacounty.gov](mailto:apalacios@ceo.lacounty.gov)

This Board Letter includes:

- Implementation of Recommended Budget allocations which were approved in-concept by the Board on April 28, 2020
- Creation of a new unclassified classification for the Department of Health Services:
  1. Chief Communications Officer, Health Services (UC) (4572): This classification will serve as the lead communications and grant strategist for the department.
- Creation of a new Member classification for the Department of Consumer and Business Affairs:
  1. Member, Rental Housing Oversight Commission (9484): The creation of this class was as a result of the Board's adoption of a November 19, 2019 ordinance establishing the Rental Housing Oversight Commission, which became effective December 26, 2019.
- Salary change for one non-represented classification within the Fire Department:
  1. Ocean Lifeguard Candidate (2922): The salary change aligns with the County's Minimum Wage Ordinance to ensure that all County employees are compensated at \$15.00 per hour on July 1, 2020.
- Title change of one non-represented classification:
  1. Veteran Intern, Technical Support (8265) to Veteran Intern, Outreach and Advocacy: The title change is as a result of a February 6, 2018 Board approved motion by Supervisors Mark Ridley-Thomas and Kathryn Barger on a plan to establish a veteran peer access network in Los Angeles County. In addition, on May 29, 2018, the Board approved a successive motion by Supervisors Ridley-Thomas and Barger to implement a plan to develop a Veteran Peer Access Network to improve how veterans and their families access the County's resources.
- Deletion of eight (8) non-represented classifications:
  1. Chief, Environmental Toxicology, Agricultural Commissioner/Weights and Measures (4349)



**CEO JULY 7, 2020  
FISCAL YEAR 2020-2021  
RECOMMENDED BUDGET LETTER  
SUMMARY**

2. Commission Assistant, Substance Abuse (0909)
3. Manager, Ford Theatres (8825)
4. Managing Director, Ford Theatres (8806)
5. Program Assistant, Ford Theatres (8822)
6. Program Associate, Ford Theatres (8823)
7. Senior Program Associate, Ford Theatres (8824)
8. Senior Staff Assistant, Nursing (0926)



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>

July 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:

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

### **COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2020-2021 RECOMMENDED BUDGET AND OTHER CLASSIFICATION ACTIONS (ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

#### **SUBJECT**

This letter and accompanying ordinance will update the departmental staffing provisions by implementing classification actions related to the approval of the Fiscal Year (FY) 2020-2021 Recommended Budget. It will implement other routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. In addition, this letter and accompanying ordinance will update the departmental staffing provisions by adding one (1) unclassified classification; by adding one (1) new classification; by changing the salary for one (1) non-represented classification; by changing the title for one (1) non-represented classification; and by deleting eight (8) non-represented classifications.

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

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2020-2021 Recommended Budget to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.

2. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add one (1) new unclassified classification; to add one (1) new classification; to change the salary of one (1) non-represented classification in the Fire Department; to change the title of one (1) non-represented classification; and to delete eight (8) non-represented classifications.

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

The actions recommended in this letter were approved, in concept, by your Board of Supervisors (Board) as part of the FY 2020-2021 Recommended Budget on April 28, 2020. Since that time, we have been working to gather and analyze the required information to determine and allocate the appropriate classification and level of new positions. This letter implements these specific changes to the departmental staffing provisions to be effective July 1, 2020.

Your Board's approval of this ordinance will fulfill the Charter requirement to provide, by ordinance, for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2020-2021 Recommended Budget, delete positions no longer needed, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

#### **New Unclassified Classification**

We are recommending the Chief Communications Officer, Health Services (UC) (Item No. 4572) be established to serve as the lead communications and grant strategist for the Department of Health Services. This one position classification will report to the Director of Health Services and provide oversight and management of a full-service communications office and will be the chief communications point person and operational executive manager for internal and external crisis communications. Additionally, this classification will oversee the identification of government and philanthropic grant funding opportunities.

### New Classification

As a result of the Board's adoption of a November 19, 2019 ordinance establishing the Rental Housing Oversight Commission, which became effective December 26, 2019, we are recommending the Member, Rental Housing Oversight Commission (Item No. 9484) be established to implement Title 8 - Consumer Protection, Business and Wage Regulations, Division 3 – Housing, Chapter 8.64 Rental Housing Oversight Commission. The addition of this new, non-represented classification in the Department of Consumer and Business Affairs will oversee current and future ordinances adopted by the Board concerning rent stabilization, mobile home space rent stabilization, tenant protections and related matters. The compensation for this new class is set at \$150 for each regular and special meeting attended.

### Salary Change

We are recommending a change to the salary schedule for one (1) non-represented classification assigned to the Fire Department. Specifically, we are recommending that the classification of Ocean Lifeguard Candidate (Item No. 2922) be aligned with the County's Minimum Wage Ordinance to ensure that all County employees are compensated at \$15.00 per hour on July 1, 2020. As the minimum wage has already been factored into the County's budget, this change is cost neutral.

### Title Change

On February 6, 2018, the Board approved a motion by Supervisors Mark Ridley-Thomas and Kathryn Barger that directed the Chief Executive Officer and Health Agency Department Directors, in coordination with the Executive Director of the Community Development Commission of the County of Los Angeles and the Director of the Los Angeles Homeless Services Authority, and in consultation with the Director of the Department of Military and Veterans Affairs, the Director of the Veteran Affairs Greater Los Angeles Healthcare System and relevant non-profit stakeholders, to report back in writing, in 90 days, on a plan to establish a veteran peer access network in Los Angeles County.

On May 29, 2018, the Board approved a successive motion by Supervisors Ridley-Thomas and Barger to implement a plan to develop a Veteran Peer Access Network to improve how veterans and their families access the County's resources.



In support of this plan, we are recommending a title change of the Countywide classification of Veteran Intern, Technical Support (Item No. 8265) to Veteran Intern, Outreach and Advocacy to appropriately align the classification with a corresponding and recently restructured classification concept and updates made to the classification specification. These updates will ensure a specific classification dedicated for the Veterans and their families to gain timely access to diverse services that are embedded within numerous organizational silos. The new title will reflect how this classification will be utilized to serve the County's Veteran population.

#### Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of eight (8) vacant, non-represented classifications from the County Classification Plan (Attachment A). The affected departments have been informed of this action. This recommendation is consistent with the County's strategy to reduce the number of vacant and obsolete classifications.

#### Routine Adjustments and Corrections

Routine adjustments and corrections are being made to the staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as classification studies, reorganizations, and mid-year allocations.

#### 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 cost of and financing for the new position recommendations have been included in the FY 2020-2021 Recommended Budget. There is no cost associated with any other actions in this ordinance.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is “to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County.” The County Charter also 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.

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 recommendations will enable departments to effect personnel actions associated with the FY 2020-2021 Recommended Budget and other classification actions. Ultimately, this will help to enhance the quality of services provided to the public.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

SAH:FAD:AC:AYH  
PAC:IW:KP:mmg

Enclosures

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

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

<b>Proposed Savings/ Cafeteria Benefit Plan</b>	<b>Item No.</b>	<b>Title</b>	<b>Recommended Salary Schedule and Level</b>	
Savings/ Megaflex	4572	Chief Communications Officer, Health Services (UC)	N23	R15

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

<b>Item No.</b>	<b>Title</b>
9484	Member, Rental Housing Oversight Commission

**NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR  
SALARY CHANGE TO THE CLASSIFICATION PLAN**

<b>Item No.</b>	<b>Title</b>	<b>Current Salary Schedule and Level</b>		<b>Recommended Salary Schedule and Level</b>	
2922	Ocean Lifeguard Candidate	NW	66C	N1	FH

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

<b>Item No.</b>	<b>Current Title</b>	<b>Recommended New Title</b>
8265	Veteran Intern, Technical Support	Veteran Intern, Outreach and Advocacy

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

<b>Item No</b>	<b>Title</b>
4349	Chief, Environmental Toxicology, Agricultural Commissioner/Weights and Measures
0909	Commission Assistant, Substance Abuse
8825	Manager, Ford Theatres
8806	Managing Director, Ford Theatres
8822	Program Assistant, Ford Theatres
8823	Program Associate, Ford Theatres
8824	Senior Program Associate, Ford Theatres
0926	Senior Staff Assistant, Nursing

## **ANALYSIS**

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

- Adding and establishing the salary for one unclassified classification;
- Changing the salary of one employee classification;
- Changing the title of one employee classification;
- Deleting eight employee classifications;
- Amending Section 6.28.060 (Table of positions without compensation and positions paid in accordance with special provisions in Chapter 6.02 - 6.24 and Division 3) to add and establish one employee classification with special pay provisions; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Alternate Public Defender, Arts and Culture, Assessor, Auditor-Controller, Beaches and Harbors, Board of Supervisors, Chief Executive Officer, Children and Family Services, Consumer and Business Affairs, County Counsel, District Attorney, Health Services, Human Resources, Internal Services, LA County Library, Medical Examiner-Coroner, Mental Health, Museum of Art, Museum of Natural History, Parks and Recreation, Probation, Public Defender, Public Health, Public Social Services, Public Works, Registrar-Recorder/County Clerk, Sheriff, Treasurer and Tax Collector, and Workforce Development, Aging and Community Services.

MARY C. WICKHAM  
County Counsel

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

RDB:

DRAFT

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

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salary for one unclassified classification; to change the salary of one employee classification; to change the title of one employee classification; to delete eight employee classifications; to add and establish one employee classification with special pay provisions; and as a result of the budget process for FY 2020-2021, to add, delete, and/or change certain employee classifications and number of ordinance positions in various departments.

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

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

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>4572</u>	<u>CHIEF COMMUNICATIONS OFFICER,HS(UC)</u>	<u>                    </u> *	<u>N23</u>	<u>R15</u>
		<u>10/01/20</u>	<u>N23</u>	<u>R15</u>
		<u>01/01/21</u>	<u>N23</u>	<u>R15</u>

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

**SECTION 2.** Section 6.28.050 (Tables of Classes of Positions with Salary

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

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL		
2922	OCEAN LIFEGUARD CANDIDATE	01/01/2018	NW	63H	
		07/01/2018	NW	64E	
		07/01/2019	NW	65D	
		07/01/2020	<del>NW</del>	<del>66G</del>	
		_____*	<u>N1</u>	<u>FH</u>	<u>15.00</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 salary change made 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 change the title of the following class:

ITEM NO.	TITLE
8265	<del>VETERAN INTERN, TECHNICAL SUPPORT</del> <u>VETERAN INTERN, OUTREACH AND ADVOCACY</u>



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

Schedule and Level) is hereby amended to delete the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
4349	CHIEF, ENVIRON TOXICOLOGY, AG COMM	10/01/2018	NM	109L
		10/01/2019	NM	110K
		01/01/2020	NM	111G
		10/01/2020	NM	112B
		01/01/2021	NMO	112B
0909	COMMISSION ASST, SUBSTANCE ABUSE	10/01/2018	NM	88J
		10/01/2019	NM	89H
		01/01/2020	NM	90A
		10/01/2020	NM	90L
		01/01/2021	NMO	90L
8825	MANAGER, FORD THEATRES	07/23/2019	NM	103K
		10/01/2019	NM	104J
		01/01/2020	NM	105B
		10/01/2020	NM	106A
		01/01/2021	NMO	106A
8806	MANAGING DIRECTOR, FORD THEATRES	10/01/2018	N23	S9
		10/01/2019	N23	S9
		01/01/2020	N23	S9
		10/01/2020	N23	S9
		01/01/2021	N23	S9
8822	PROGRAM ASSISTANT, FORD THEATRES	07/23/2019	NM	88G
		10/01/2019	NM	89F
		01/01/2020	NM	89K
		10/01/2020	NM	90J
		01/01/2021	NMO	90J
8823	PROGRAM ASSOCIATE, FORD THEATRES	07/23/2019	NM	92G
		10/01/2019	NM	93F
		01/01/2020	NM	93K
		10/01/2020	NM	94J
		01/01/2021	NMO	94J

8824	SR PROGRAM ASSOC, FORD THEATRES	07/23/2019	NM	97G
		10/01/2019	NM	98F
		01/01/2020	NM	98K
		10/01/2020	NM	99J
		01/01/2021	NMO	99J
0926	SENIOR STAFF ASSISTANT, NURSING	10/01/2018	NM	96F
		10/01/2019	NM	97E
		01/01/2020	NM	97J
		10/01/2020	NM	98H
		01/01/2021	NMO	98H

**SECTION 5.** Section 6.28.060 (Table of positions without compensation and positions paid in accordance with special pay provisions in Chapters 6.02 - 6.24 and Division 3) is hereby amended to add the following class:

**ITEM  
NO.      TITLE**

9484      MEMBER, RENTAL HOUSING OVERSIGHT COMMISSION

**SECTION 6.** Section 6.33.010 (Alternate Public Defender) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2595A	1	INFORMATION SYSTEMS SUPERVISOR I
9240F	2	LAW CLERK

**SECTION 7.** Section 6.33.010 (Alternate Public Defender) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2552A</u>	<u>1</u>	<u>PRINCIPAL OPERATING SYSTEMS ANALYST</u>

**SECTION 8.** Section 6.33.010 (Alternate Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9256N	<del>44</del> <u>7</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III
2901N	<del>6</del> <u>5</u>	INVESTIGATOR II,PD

**SECTION 9.** Section 6.36.010 (Department of Arts and Culture) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8811A	<del>3</del> <u>4</u>	MANAGER,ARTS AND CULTURE
8805A	<del>4</del> <u>8</u>	PROGRAM ASSOCIATE,ARTS AND CULTURE
8805N	<del>8</del> <u>10</u>	PROGRAM ASSOCIATE,ARTS AND CULTURE
8814A	<del>7</del> <u>8</u>	SR PROG ASSOCIATE,ARTS AND CULTURE

**SECTION 10.** Section 6.38.010 (Assessor) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1981A	4	<u>2</u>	PRINCIPAL PROPERTY ASSESSMENT SPEC
7576A	4	<u>2</u>	PRINTER II
1980A	4	<u>2</u>	SENIOR PROPERTY ASSESSMENT SPEC

**SECTION 11.** Section 6.40.010 (Auditor-Controller) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
<del>2648N</del>	<del>2</del>		<del>ACCOUNTING SYSTEMS ANALYST II</del>

**SECTION 12.** Section 6.40.010 (Auditor-Controller) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0653A	12	<u>13</u>	SUPERVISING ACCOUNTANT,AUDITOR-CONT

**SECTION 13.** Section 6.42.010 (Department of Beaches and Harbors - Beaches) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6970A</u>	<u>1</u>	<u>PAINTER APPRENTICE</u>
<u>7266A</u>	<u>1</u>	<u>PLUMBER APPRENTICE</u>

**SECTION 14.** Section 6.42.010 (Department of Beaches and Harbors – Beaches) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0352C	32 <u>42</u>	GROUPS MAINTENANCE WORKER I
2743A	2 <u>3</u>	SUPERVISING PARKING CONTROL OFFICER

**SECTION 15.** Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8811A	4	MANAGER,ARTS AND CULTURE
8806A	4	MANAGING DIRECTOR,FORD THEATRES
9414J	9	MEMBER CIVILIAN OVERSIGHT COMMISSIONER
8803A	3	PERFORMING ARTS MGR,FORD THEATRES

8805A	4	<del>PROGRAM ASSOCIATE,ARTS AND CULTURE</del>
1255A	4	<del>SENIOR CASHIER</del>
8814A	4	<del>SR PROG ASSOCIATE,ARTS AND CULTURE</del>

**SECTION 16.** Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9965A</u>	<u>1</u>	<u>EXEC DIR,COLISEUM COMMISSION(UC)</u>
<u>1039A</u>	<u>1</u>	<u>EXEC DIR,PROBATION OVERSIGHT COMMISSION(UC)</u>

**SECTION 17.** Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1114A	<del>2</del> <u>3</u>	ASST EXEC OFFICER,BD OF SUP(UC)
9974A	<del>3</del> <u>4</u>	ASSISTANT INSPECTOR GENERAL(UC)
1101A	<del>6</del> <u>5</u>	DEP EXECUTIVE OFFICER,BD OF SUP(UC)
1651A	<del>5</del> <u>7</u>	DEPUTY INSPECTOR GENERAL
2569A	<del>3</del> <u>4</u>	INFORMATION TECHNOLOGY SPECIALIST I
2570A	<del>2</del> <u>3</u>	INFO TECHNOLOGY SPECIALIST II
1650A	<del>6</del> <u>7</u>	INSPECTOR,OIG
1099A	<del>55</del> <u>53</u>	INTERMEDIATE BOARD SPECIALIST

2915A	<del>4</del>	<u>5</u>	INVESTIGATOR II
2109A	8	<u>9</u>	MANAGEMENT SECRETARY III
9414	9	<u>18</u>	MEMBER CIVILIAN OVERSIGHT COMMISSIONER
1110A	6	<u>8</u>	PROJECT DIRECTOR,BD OF SUPVRS
1100A	<del>45</del>	<u>44</u>	SENIOR BOARD SPECIALIST
0959A	<del>3</del>	<u>4</u>	STAFF ANALYST,COMMISSION SERVS

**SECTION 18.** 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
0835A	<del>7</del>	<u>8</u> EMERGENCY MANAGEMENT COORD III,CEO
0829A	<del>68</del>	<u>70</u> SENIOR ANALYST,CEO
2564A	<del>40</del>	<u>11</u> SR INFO TECHNOLOGY CONSULTANT,CIO

**SECTION 19.** Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2521A	4	APPLICATION DEVELOPER II

**SECTION 20.** Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2593A	4 <u>2</u>	SENIOR INFORMATION SYSTEMS ANALYST

**SECTION 21.** Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9086A	<del>355</del> <u>356</u>	CHILDREN SERVICES ADMINISTRATOR I
9088A	<del>50</del> <u>51</u>	CHILDREN SERVICES ADMINISTRATOR III
9073C	<del>159</del> <u>108</u>	CHILDREN'S SOCIAL WORKER III
9073N	<del>115</del> <u>100</u>	CHILDREN'S SOCIAL WORKER III
2214N	<del>32</del> <u>31</u>	INTERMEDIATE TYPIST-CLERK
2216A	<del>269</del> <u>268</u>	SENIOR TYPIST-CLERK
9074C	<del>26</del> <u>16</u>	SUPVG CHILDREN'S SOCIAL WORKER
9074N	<del>44</del> <u>42</u>	SUPVG CHILDREN'S SOCIAL WORKER



**SECTION 22.** 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
8021A	<del>48</del>	<u>19</u>	HUMAN SERVICES ADMINISTRATOR I
8021N	<del>23</del>	<u>24</u>	HUMAN SERVICES ADMINISTRATOR I
2214A	<del>40</del>	<u>9</u>	INTERMEDIATE TYPIST-CLERK
2214N	<del>9</del>	<u>10</u>	INTERMEDIATE TYPIST-CLERK
1140A	<del>2</del>	<u>1</u>	SENIOR CLERK
8123A	<del>8</del>	<u>9</u>	SENIOR HUMAN RELATIONS CONSULTANT
9058N	<del>20</del>	<u>22</u>	SOCIAL SERVICES SUPERVISOR
9051N	<del>404</del>	<u>120</u>	SOCIAL WORKER

**SECTION 23.** Section 6.60.010 (Department of Consumer and Business Affairs) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0907N	<del>4</del>		<del>STAFF ASSISTANT I</del>

**SECTION 24.** Section 6.60.010 (Department of Consumer and Business Affairs)

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2114A</u>	<u>1</u>	<u>SENIOR MANAGEMENT SECRETARY I</u>

**SECTION 25.** Section 6.60.010 (Department of Consumer and Business Affairs)

is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1664A	-49 <u>51</u>	CONSUMER & BUSINESS AFFAIRS REP III
0977A	4 <u>2</u>	PROGRAM MANAGER I
8243F	45 <u>14</u>	STUDENT PROFESSIONAL WORKER I

**SECTION 26.** Section 6.64.010 (County Counsel) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2108A	4	<del>MANAGEMENT SECRETARY II</del>

**SECTION 27.** Section 6.64.010 (County Counsel) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2565A</u>	<u>2</u>	<u>INFORMATION TECHNOLOGY MANAGER I</u>

**SECTION 28.** Section 6.64.010 (County Counsel) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2593A	4 <u>2</u>	SENIOR INFORMATION SYSTEMS ANALYST

**SECTION 29.** Section 6.70.010 (District Attorney) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9274A	<del>339</del> <u>341</u>	DEPUTY DISTRICT ATTORNEY IV
9274N	<del>15</del> <u>16</u>	DEPUTY DISTRICT ATTORNEY IV
1566N	<del>72</del> <u>74</u>	VICTIM SERVICES REPRESENTATIVE II

**SECTION 30.** Section 6.77.010 (Department of Public Health) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0889O	4	ADMINISTRATIVE ASSISTANT III
8707J	4	BEHAVIORAL SCIENCES CONSULTANT
6601A	4	CONSTRUCTION & REPAIR LABORER
6776A	2	CUSTODIAN WORKING SUPERVISOR
1401N	4	MEDICAL RECORD TECHNICIAN II
5645F	4	PUBLIC HEALTH INVESTIGATOR
5871A	4	RECREATION THERAPIST I
2986A	4	REGISTERED VETERINARY TECHNICIAN
8592A	4	REHABILITATION COUNSELOR I
8972O	4	RESEARCH ANALYST II, BEHAVIOR SCI

**SECTION 31.** Section 6.77.010 (Department of Public Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4857N</u>	<u>50</u>	<u>YOUTH EDUCATOR</u>
<u>4859N</u>	<u>10</u>	<u>YOUTH EDUCATOR SUPERVISOR</u>

**SECTION 32.** Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0577A	<del>3</del>	<u>2</u>	ACCOUNT CLERK I
0578A	<del>9</del>	<u>8</u>	ACCOUNT CLERK II
0642A	<del>22</del>	<u>21</u>	ACCOUNTING TECHNICIAN I
0643A	<del>44</del>	<u>10</u>	ACCOUNTING TECHNICIAN II
0887A	<del>2</del>	<u>1</u>	ADMINISTRATIVE ASSISTANT I
0889N	<del>26</del>	<u>25</u>	ADMINISTRATIVE ASSISTANT III
4611N	<del>2</del>	<u>1</u>	ASST HEALTH PROGRAM COORDINATOR
5233N	<del>23</del>	<u>20</u>	ASSISTANT PROGRAM SPECIALIST,PHN
8250M	<del>5</del>	<u>2</u>	CAREER DEVELOPMENT INTERN
4614A	<del>37</del>	<u>33</u>	CONTRACT PROGRAM AUDITOR
6774A	<del>43</del>	<u>11</u>	CUSTODIAN
5672N	<del>22</del>	<u>20</u>	ENVIRONMENTAL HEALTH SPECIALIST III
1757A	<del>49</del>	<u>18</u>	EPIDEMIOLOGY ANALYST
1757N	<del>49</del>	<u>18</u>	EPIDEMIOLOGY ANALYST
5707N	<del>200</del>	<u>261</u>	HEALTH FACILITIES EVALUATOR,NURSING
4727A	<del>22</del>	<u>23</u>	HEALTH PROGRAM ANALYST I
2591A	<del>43</del>	<u>12</u>	INFORMATION SYSTEMS ANALYST II
2591N	<del>46</del>	<u>15</u>	INFORMATION SYSTEMS ANALYST II
2172A	<del>20</del>	<u>17</u>	INTERMEDIATE STENOGRAPHER

2221A	<del>4</del>	<u>3</u>	INTERMEDIATE SUPVG TYPIST-CLERK
2214A	<del>215</del>	<u>213</u>	INTERMEDIATE TYPIST-CLERK
2214N	<del>81</del>	<u>80</u>	INTERMEDIATE TYPIST-CLERK
2180A	<del>3</del>	<u>2</u>	MEDICAL STENOGRAPHER
2559N	<del>5</del>	<u>4</u>	NETWORK SYSTEMS ADMINISTRATOR II
5645A	<del>70</del>	<u>67</u>	PUBLIC HEALTH INVESTIGATOR
5236N	<del>20</del>	<u>19</u>	PUBLIC HEALTH NURSING SUPERVISOR
5872A	<del>2</del>	<u>1</u>	RECREATION THERAPIST II
8593A	<del>9</del>	<u>7</u>	REHABILITATION COUNSELOR II
8972A	<del>44</del>	<u>10</u>	RESEARCH ANALYST II,BEHAVIOR SCI
8973A	<del>47</del>	<u>15</u>	RESEARCH ANALYST III,BEHAVIOR SCI
2095A	<del>22</del>	<u>20</u>	SECRETARY II
4594N	<del>44</del>	<u>13</u>	SENIOR STAFF ANALYST,HEALTH
2216A	<del>138</del>	<u>136</u>	SENIOR TYPIST-CLERK
2216N	<del>87</del>	<u>98</u>	SENIOR TYPIST-CLERK
4593A	<del>44</del>	<u>45</u>	STAFF ANALYST,HEALTH
4593N	<del>45</del>	<u>48</u>	STAFF ANALYST,HEALTH
1352A	<del>4</del>	<u>2</u>	STATISTICAL CLERK
8243F	<del>75</del>	<u>47</u>	STUDENT PROFESSIONAL WORKER I
5883A	<del>45</del>	<u>14</u>	SUBSTANCE ABUSE COUNSELOR AID
5709N	<del>46</del>	<u>25</u>	SUPVG HLTH FACILITIES EVALUATOR,NSG

**SECTION 33.** Section 6.78.010 (Department of Health Services – Administration) is hereby amended to delete following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9021A	4	<del>CLINICAL SOCIAL WORK CHIEF II</del>

**SECTION 34.** Section 6.78.010 (Department of Health Services – Administration) is hereby amended to add following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5463A</u>	<u>1</u>	<u>MEDICAL DIRECTOR I</u>

**SECTION 35.** Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5457A	<del>2</del> <u>4</u>	CHIEF PHYSICIAN I
5476A	20 <u>22</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
1140A	<del>33</del> <u>32</u>	SENIOR CLERK
8105A	<del>55</del> <u>18</u>	SENIOR COMMUNITY WORKER
8243F	40 <u>9</u>	STUDENT PROFESSIONAL WORKER I

**SECTION 36.** Section 6.78.030 (Department of Health Services – Managed Care Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9002A	4	MEDICAL CASE WORKER II

**SECTION 37.** Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8103O	4	COMMUNITY HEALTH WORKER
5613A	4	UROLOGY TECHNICIAN I

**SECTION 38.** Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9014A</u>	<u>2</u>	<u>CLINICAL SOCIAL WORK SUPERVISOR I</u>
<u>8105A</u>	<u>5</u>	<u>SENIOR COMMUNITY WORKER</u>



**SECTION 39.** Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1138A	<del>238</del> <u>234</u>	INTERMEDIATE CLERK
2214A	<del>146</del> <u>148</u>	INTERMEDIATE TYPIST-CLERK
9002A	<del>36</del> <u>42</u>	MEDICAL CASE WORKER II
5411M	<del>96</del> <u>104</u>	PHYSICIAN,POST GRADUATE(3RD YEAR)
5411M	<del>50</del> <u>51</u>	PHYSICIAN,POST GRADUATE(5TH YEAR)
5476A	<del>318</del> <u>319</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
9019A	<del>22</del> <u>21</u>	SENIOR CLINICAL SOCIAL WORKER
5589A	<del>52</del> <u>51</u>	SR RESPIRATORY CARE PRACTITIONER
0907A	<del>11</del> <u>10</u>	STAFF ASSISTANT I
5415M	<del>6</del> <u>7</u>	SUPERVISOR OF RESIDENTS,MD

**SECTION 40.** Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0926A	<del>4</del>	<del>SENIOR STAFF ASSISTANT,NURSING</del>

**SECTION 41.** Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5077A	<del>6</del>	<u>5</u>	CENTRAL SERVICE SUPERVISOR I
9014A	<del>4</del>	<u>2</u>	CLINICAL SOCIAL WORK SUPERVISOR I
8103A	<del>27</del>	<u>26</u>	COMMUNITY HEALTH WORKER
6619A	<del>12</del>	<u>11</u>	GENERAL MAINTENANCE WORKER
5606A	<del>7</del>	<u>6</u>	HOSPITAL MEDICAL ASSISTANT
1254A	<del>8</del>	<u>7</u>	INTERMEDIATE CASHIER
1138A	<del>384</del>	<u>380</u>	INTERMEDIATE CLERK
5100A	<del>255</del>	<u>254</u>	NURSING ATTENDANT II
5411M	<del>206</del>	<u>208</u>	PHYSICIAN,POST GRADUATE(2ND YEAR)
5411M	<del>180</del>	<u>181</u>	PHYSICIAN,POST GRADUATE(4TH YEAR)
1140A	<del>88</del>	<u>87</u>	SENIOR CLERK
8105A	<del>4</del>	<u>3</u>	SENIOR COMMUNITY WORKER
0907A	<del>13</del>	<u>12</u>	STAFF ASSISTANT I
8242F	<del>15</del>	<u>14</u>	STUDENT WORKER
5884A	<del>3</del>	<u>2</u>	SUBSTANCE ABUSE COUNSELOR

**SECTION 42.** Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9014A</u>	<u>1</u>	<u>CLINICAL SOCIAL WORK SUPERVISOR I</u>
<u>8105A</u>	<u>2</u>	<u>SENIOR COMMUNITY WORKER</u>
<u>5884A</u>	<u>1</u>	<u>SUBSTANCE ABUSE COUNSELOR</u>

**SECTION 43.** Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	<del>53</del> <u>51</u>	INTERMEDIATE TYPIST-CLERK
9002A	<del>42</del> <u>14</u>	MEDICAL CASE WORKER II
5098F	<del>42</del> <u>11</u>	NURSING ATTENDANT I
9019A	<del>6</del> <u>7</u>	SENIOR CLINICAL SOCIAL WORKER
5096F	<del>2</del> <u>1</u>	UNIT SUPPORT ASSISTANT

**SECTION 44.** Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9020A</u>	<u>1</u>	<u>CLINICAL SOCIAL WORK CHIEF I</u>
<u>9014A</u>	<u>1</u>	<u>CLINICAL SOCIAL WORK SUPERVISOR I</u>

**SECTION 45.** Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1253A	<del>2</del> <u>1</u>	CASHIER
8103A	<del>4</del> <u>2</u>	COMMUNITY HEALTH WORKER
9002A	<del>30</del> <u>34</u>	MEDICAL CASE WORKER II
5100A	<del>154</del> <u>153</u>	NURSING ATTENDANT II
5421F	<del>5</del> <u>4</u>	PHYSICIAN,MD,OT
5746M	<del>2</del> <u>1</u>	PODIATRIST,POST GRADUATE(1ST YEAR)
5261F	<del>220</del> <u>219</u>	RELIEF NURSE
8105A	<del>2</del> <u>3</u>	SENIOR COMMUNITY WORKER
5884A	<del>4</del> <u>5</u>	SUBSTANCE ABUSE COUNSELOR
2420A	<del>8</del> <u>7</u>	TELEPHONE OPERATOR
4954A	<del>4</del> <u>3</u>	TISSUE ANALYSIS TECHNICIAN I

**SECTION 46.** Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8103N	4	COMMUNITY HEALTH WORKER

**SECTION 47.** Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9035N	<del>2</del> <u>1</u>	PSYCHIATRIC SOCIAL WORKER II

**SECTION 48.** Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9020A	4	CLINICAL SOCIAL WORK CHIEF-I
1254A	4	INTERMEDIATE CASHIER

**SECTION 49.** Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9021A</u>	<u>1</u>	<u>CLINICAL SOCIAL WORK CHIEF II</u>
<u>9014A</u>	<u>8</u>	<u>CLINICAL SOCIAL WORK SUPERVISOR I</u>
<u>8105A</u>	<u>27</u>	<u>SENIOR COMMUNITY WORKER</u>

**SECTION 50.** 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
5090A	<del>147</del> <u>144</u>	CLINIC LICENSED VOCATIONAL NURSE I
5088A	<del>3</del> <u>2</u>	CLINIC NURSING ATTENDANT II
9013A	<del>40</del> <u>9</u>	CLINICAL SOCIAL WORKER
8103A	<del>13</del> <u>15</u>	COMMUNITY HEALTH WORKER
1138A	<del>58</del> <u>56</u>	INTERMEDIATE CLERK
2214A	<del>262</del> <u>261</u>	INTERMEDIATE TYPIST-CLERK
9002A	<del>7</del> <u>36</u>	MEDICAL CASE WORKER II
5463A	<del>2</del> <u>1</u>	MEDICAL DIRECTOR I
9193A	<del>20</del> <u>18</u>	PATIENT FINANCIAL SERVS WORKER
9192A	<del>496</del> <u>164</u>	PATIENT RESOURCES WORKER

5501A	44	<u>11</u>	PHARMACY HELPER
5133A	99	<u>90</u>	REGISTERED NURSE I
9019A	5	<u>14</u>	SENIOR CLINICAL SOCIAL WORKER
0913A	44	<u>10</u>	STAFF ASSISTANT II
5884A	2	<u>8</u>	SUBSTANCE ABUSE COUNSELOR

**SECTION 51.** Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1912A	<del>70</del> <u>71</u>	HUMAN RESOURCES ANALYST III
1913A	69 <u>71</u>	HUMAN RESOURCES ANALYST IV
1890A	43 <u>14</u>	PERSONNEL ASSISTANT
1914A	<del>35</del> <u>36</u>	PRINCIPAL ANALYST, HUMAN RESOURCES

**SECTION 52.** Section 6.81.010 (Internal Services Department) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6040A</u>	<u>1</u>	<u>AUTOMOTIVE MAINTENANCE ASSISTANT</u>
<u>6468A</u>	<u>3</u>	<u>ELECTRICIAN APPRENTICE</u>
<u>7266A</u>	<u>1</u>	<u>PLUMBER APPRENTICE</u>

**SECTION 53.** Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
0578A	<del>43</del> <u>12</u>	ACCOUNT CLERK II
1002A	<del>46</del> <u>17</u>	ADMINISTRATIVE SERVICES MANAGER I
2620A	<del>47</del> <u>15</u>	DATABASE ADMINISTRATOR
6527A	<del>47</del> <u>14</u>	DIGITAL COMMUNICATIONS SYST TECH
4416A	<del>3</del> <u>5</u>	GEOGRAPHIC INFO SYSTEMS SPECIALIST
2595A	<del>6</del> <u>5</u>	INFORMATION SYSTEMS SUPERVISOR I
2550A	<del>4</del> <u>3</u>	OPERATING SYSTEMS ANALYST
4415A	<del>3</del> <u>6</u>	PRIN GEOGRAPHIC INFO SYST ANALYST
2552A	<del>24</del> <u>33</u>	PRINCIPAL OPERATING SYSTEMS ANALYST
2417A	<del>4</del> <u>2</u>	RADIOTELEPHONE OPERATOR
2525A	<del>135</del> <u>134</u>	SENIOR APPLICATION DEVELOPER
2551A	<del>34</del> <u>33</u>	SENIOR OPERATING SYSTEMS ANALYST
2216A	<del>46</del> <u>45</u>	SENIOR TYPIST-CLERK
0907A	<del>9</del> <u>8</u>	STAFF ASSISTANT I
3528A	<del>49</del> <u>16</u>	TELECOMMUNICATIONS SYSTEMS ENGINEER



**SECTION 54.** Section 6.86.010 (Department of Mental Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4108A</u>	<u>4</u>	<u>DEPARTMENTAL FACILITIES PLANNER I</u>
<u>4112A</u>	<u>2</u>	<u>DEPARTMENTAL FACILITIES PLANNER II</u>
<u>5411M</u>	<u>6</u>	<u>PHYSICIAN,POST GRADUATE(3RD YEAR)</u>

**SECTION 55.** Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1004A	<del>43</del> <u>17</u>	ADMINISTRATIVE SERVICES MANAGER III
8103A	<del>370</del> <u>380</u>	COMMUNITY HEALTH WORKER
8108A	<del>42</del> <u>10</u>	COMMUNITY SERVICES COUNSELOR
4707A	<del>8</del> <u>9</u>	DEPUTY DIRECTOR,MENTAL HEALTH(UC)
4729A	<del>62</del> <u>65</u>	HEALTH PROGRAM ANALYST II
2214A	<del>484</del> <u>483</u>	INTERMEDIATE TYPIST-CLERK
1848A	<del>42</del> <u>43</u>	MANAGEMENT ANALYST
9002A	<del>270</del> <u>297</u>	MEDICAL CASE WORKER II
9002F	<del>3</del> <u>2</u>	MEDICAL CASE WORKER II
9038A	<del>283</del> <u>288</u>	MENTAL HEALTH CLINICAL SUPERVISOR
4740A	<del>35</del> <u>36</u>	MENTAL HLTH PROGRAM MANAGER I

4738A	2	<u>3</u>	MENTAL HLTH PROGRAM MANAGER IV
8148A	<del>67</del>	<u>65</u>	MENTAL HEALTH SERVICES COORD I
8149A	<del>74</del>	<u>70</u>	MENTAL HEALTH SERVICES COORD II
9192A	<del>82</del>	<u>81</u>	PATIENT RESOURCES WORKER
9035A	<del>4284</del>	<u>1295</u>	PSYCHIATRIC SOCIAL WORKER II
8593A	6	<u>4</u>	REHABILITATION COUNSELOR II
2593A	<del>30</del>	<u>32</u>	SENIOR INFORMATION SYSTEMS ANALYST
2102A	<del>57</del>	<u>56</u>	SENIOR SECRETARY III

**SECTION 56.** Section 6.90.010 (Department of Museum of Art) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0643A	4	ACCOUNTING TECHNICIAN II
8517A	4	<del>CHF, FACILITIES SUP DIV, MUS OF ART</del>
6471A	<del>4</del>	ELECTRICIAN
7077A	4	PHOTOGRAPHER II
7745A	3	REFRIGERATION MECHANIC
6258A	4	SENIOR CARPENTER
8242F	6	STUDENT WORKER

**SECTION 57.** Section 6.90.010 (Department of Museum of Art) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9357F</u>	<u>1</u>	<u>ELECTRICIAN,NC</u>

**SECTION 58.** Section 6.90.010 (Department of Museum of Art) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6257A	<del>4</del> <u>3</u>	CARPENTER
9353F	<del>16</del> <u>7</u>	CARPENTER,NC
8437A	<del>4</del> <u>3</u>	CURATOR,MUSEUM OF ART
6973A	<del>3</del> <u>2</u>	PAINTER
6973F	<del>3</del> <u>1</u>	PAINTER
9366F	<del>7</del> <u>5</u>	PAINTER,NC

**SECTION 59.** Section 6.92.010 (Department of Museum of Natural History) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6973A	<del>4</del>	PAINTER

**SECTION 60.** Section 6.94.010 (Department of Parks and Recreation) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6608A</u>	<u>1</u>	<u>AQUATICS MAINTENANCE TECHNICIAN</u>
<u>6254A</u>	<u>2</u>	<u>CARPENTER APPRENTICE</u>
<u>7266A</u>	<u>2</u>	<u>PLUMBER APPRENTICE</u>

**SECTION 61.** 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
6471A	44 <u>13</u>	ELECTRICIAN
6468A	4 <u>2</u>	ELECTRICIAN APPRENTICE
8737F	<del>309</del> <u>306</u>	LOCKER ROOM ATTENDANT
8796A	<del>88</del> <u>89</u>	RECREATION SERVICES LEADER
8796H	<del>880</del> <u>879</u>	RECREATION SERVICES LEADER
0907A	<del>46</del> <u>15</u>	STAFF ASSISTANT I

**SECTION 62.** Section 6.100.015 (Probation Department – Special Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1083A	4	<del>PROJECT ADMINISTRATOR, ICSC</del>

**SECTION 63.** Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8611A</u>	<u>4</u>	<u>DEPUTY PROBATION OFFICER III</u>
<u>5073A</u>	<u>4</u>	<u>INSTITUTIONAL BARBER</u>

**SECTION 64.** Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8609A	<del>273</del> <u>279</u>	DEP PROB OFF II(RES TREAT/DET SVCS)
8618A	<del>448</del> <u>435</u>	GROUP SUPERVISOR,NIGHTS,PROBATION
2201A	<del>48</del> <u>17</u>	TRANSCRIBER TYPIST

**SECTION 65.** Section 6.104.010 (Public Defender) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<del>9243F</del>	<del>24</del>	<del>SENIOR LAW CLERK</del>

**SECTION 66.** Section 6.104.010 (Public Defender) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2214N</u>	<u>1</u>	<u>INTERMEDIATE TYPIST-CLERK</u>

**SECTION 67.** Section 6.106.010 (LA County Library) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	46 <u>15</u>	INTERMEDIATE TYPIST-CLERK
8334A	464 <u>160</u>	LIBRARIAN I
8325F	<del>733</del> <u>732</u>	LIBRARY AID
8326A	464 <u>163</u>	LIBRARY ASSISTANT I
9325F	<del>517</del> <u>516</u>	LIBRARY PAGE, NC
2216A	8 <u>7</u>	SENIOR TYPIST-CLERK
8243F	25 <u>24</u>	STUDENT PROFESSIONAL WORKER I

**SECTION 68.** 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
0578A	9 <u>8</u>	ACCOUNT CLERK II
0887A	2 <u>1</u>	ADMINISTRATIVE ASSISTANT I

1007A	<del>3</del>	<u>4</u>	ADMINISTRATIVE SERVICES DIV MGR
1002A	<del>144</del>	<u>142</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	<del>47</del>	<u>48</u>	ADMINISTRATIVE SERVICES MANAGER II
9179A	<del>6460</del>	<u>6457</u>	ELIGIBILITY WORKER II
2591A	<del>72</del>	<u>71</u>	INFORMATION SYSTEMS ANALYST II
2591N	<del>3</del>	<u>2</u>	INFORMATION SYSTEMS ANALYST II
1176A	<del>9</del>	<u>12</u>	INTERMEDIATE SUPERVISING CLERK
2214A	<del>1899</del>	<u>1889</u>	INTERMEDIATE TYPIST-CLERK
1598A	<del>2</del>	<u>3</u>	PUBLIC INFORMATION ASSISTANT
2560A	<del>24</del>	<u>23</u>	SR NETWORK SYSTEMS ADMINISTRATOR
2103A	<del>24</del>	<u>22</u>	SENIOR SECRETARY IV
0913A	<del>17</del>	<u>18</u>	STAFF ASSISTANT II
9128A	<del>52</del>	<u>58</u>	STAFF DEVELOPMENT SPEC,WELFARE

**SECTION 69.** Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647A	<del>34</del> <u>36</u>	ACCOUNTANT II
2521A	<del>9</del> <u>8</u>	APPLICATION DEVELOPER II
3433A	<del>277</del> <u>287</u>	ASSOCIATE CIVIL ENGINEER
3435A	<del>143</del> <u>144</u>	CIVIL ENGINEER
4195A	<del>7</del> <u>6</u>	CONSTRUCTION INSPECTOR

0749A	<del>31</del>	<u>32</u>	FINANCIAL SPECIALIST III
0750A	8	<u>10</u>	FINANCIAL SPECIALIST IV
6051A	<del>79</del>	<u>78</u>	HEAVY TRUCK DRIVER
2214A	<del>78</del>	<u>77</u>	INTERMEDIATE TYPIST-CLERK
0363A	7	<u>6</u>	LANDSCAPE CONTRACT MONITOR
7427A	44	<u>10</u>	POWER EQUIPMENT TECH HELPER II
2526A	6	<u>5</u>	PRINCIPAL APPLICATION DEVELOPER
5922A	<del>74</del>	<u>70</u>	PUBLIC WORKS LABORER
2096A	<del>59</del>	<u>57</u>	SECRETARY III
3428A	<del>467</del>	<u>166</u>	SENIOR CIVIL ENGINEERING ASSISTANT
3660A	<del>37</del>	<u>36</u>	SENIOR CIVIL ENGINEERING TECHNICIAN
6622A	3	<u>2</u>	SENIOR GENERAL MAINTENANCE WORKER
3621A	45	<u>13</u>	SENIOR SURVEY-MAPPING TECHNICIAN
3686A	<del>34</del>	<u>30</u>	TRAFFIC SIGNAL ELECTRICIAN,PW
3715A	<del>40</del>	<u>9</u>	TRANSIT ANALYST

**SECTION 70.** Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1869A	4	HEAD STAFF DEVELOPMENT SPECIALIST



**SECTION 71.** Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>3034A</u>	<u>1</u>	<u>SAFETY INSPECTOR</u>

**SECTION 72.** Section 6.120.010 (Sheriff – Administration) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>7959A</u>	<u>1</u>	<u>GRAPHIC ARTIST</u>

**SECTION 73.** Section 6.120.010 (Sheriff – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	<del>407</del> <u>99</u>	DEPUTY SHERIFF
2214A	<del>48</del> <u>47</u>	INTERMEDIATE TYPIST-CLERK
2717A	<del>69</del> <u>67</u>	SERGEANT

**SECTION 74.** Section 6.120.012 (Sheriff – Custody) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2705F	2	MATRON

**SECTION 75.** Section 6.120.012 (Sheriff – Custody) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0996A	2 <u>3</u>	ASST DIR,BUREAU OPERATIONS,SHERIFF
1229A	<del>35</del> <u>36</u>	OPERATIONS ASSISTANT II,SHERIFF

**SECTION 76.** 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
<del>7959A</del>	4	GRAPHIC ARTIST

**SECTION 77.** Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0996A	9 <u>8</u>	ASST DIR,BUREAU OPERATIONS,SHERIFF
2214A	<del>54</del> <u>55</u>	INTERMEDIATE TYPIST-CLERK
2717A	<del>137</del> <u>135</u>	SERGEANT

**SECTION 78.** Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	<del>264</del> <u>262</u>	DEPUTY SHERIFF
2745A	<del>52</del> <u>51</u>	LAW ENFORCEMENT TECHNICIAN

**SECTION 79.** Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2719N	4	LIEUTENANT
2717N	4	SERGEANT

**SECTION 80.** 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
2708A	<del>3622</del> <u>3624</u>	DEPUTY SHERIFF
2708N	<del>62</del> <u>58</u>	DEPUTY SHERIFF
2745A	<del>309</del> <u>310</u>	LAW ENFORCEMENT TECHNICIAN
1229A	<del>38</del> <u>37</u>	OPERATIONS ASSISTANT II, SHERIFF
2717A	<del>636</del> <u>638</u>	SERGEANT

**SECTION 81.** Section 6.126.010 (Treasurer and Tax Collector) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2294A	3	<u>5</u>	ESTATE PROPERTY CUSTODIAN
1485A	6	<u>7</u>	SUPVG DEPUTY PUBLIC CONS/ADMR

**SECTION 82.** Pursuant to Government Code section 25123(f), this ordinance shall take effect immediately upon final passage, except for Section 5, which shall be construed and applied as if were operative and effective on and after April 16, 2020 and Sections 6 through 81, which shall be construed and applied as if they were operative and effective on and after July 1, 2020.

[FY20/21RECOMMBUDGETKPCEO]

**BOARD LETTER/MEMO – FACT SHEET  
OPERATIONS CLUSTER**

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	6/17/2020		
<b>BOARD MEETING</b>	7/7/2020		
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	ALL SUPERVISORIAL DISTRICTS		
<b>DEPARTMENT</b>	OFFICE OF THE ASSESSOR		
<b>SUBJECT</b>	SERVICES CONTRACTS FOR AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES		
<b>PROGRAM</b>			
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Three years commencing upon Board approval, or execution of the contracts by both parties, whichever occurs last, with two 1-year renewal options for a maximum potential contract term of five years.		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source: Included in the Assessor's AMP Budget	
	TERMS (if applicable):		
	Explanation: The Contracts do not have a Maximum Contract Amount (MCA). Services are on an as needed and intermittent basis. Funding for these services will be included in the Assessor's AMP budget and reviewed by the CEO. Funds for the second and third years of the contract and the two additional one-year terms will be requested through the annual budget process. Pricing for the contractors' services are attached as Exhibit B (Pricing Schedule) of the contracts.		
<b>PURPOSE OF REQUEST</b>	<p>The overall goal of As-Needed Historical Document Preservation &amp; Imaging Services will be:</p> <ul style="list-style-type: none"> <li>• As needed and intermittent historical document preservation and imaging.</li> <li>• Digitizing of all documents to ensure their preservation and archival security.</li> <li>• More easily accessible to the public.</li> <li>• Enable the Assessor, other property tax departments, and the public the ability to access maps and documents from the Assessor's data repository using a web-based user interface.</li> <li>• Continue modernization efforts.</li> <li>• Ensure the successful implementation of AMP by digitization of all documents.</li> <li>• Ensure the continued success of the Assessor's telework pilot-programs initiated due to the COVID-19 pandemic.</li> </ul>		
<b>BACKGROUND (include internal/external issues that may exist)</b>	Prior to issuing a Request for Proposals (RFP) to solicit proposers for a contract to provide as-needed historical document preservation and imaging services, the Assessor established that no other County department had an existing contract with a contractor that provided such services. The contracts will be for a term of three years with two 1-year renewal options for a maximum potential contract term of five years.		
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <ul style="list-style-type: none"> <li>• Steven Hernandez, Assistant Assessor, Administration, 213-974-3123, SHernandez@assessor.lacounty.gov</li> </ul>		



JEFFREY PRANG  
*Assessor*

**OFFICE OF THE ASSESSOR  
COUNTY OF LOS ANGELES**

500 WEST TEMPLE STREET  
LOS ANGELES, CALIFORNIA 90012-2770  
assessor.lacounty.gov  
1(888) 807-2111

July 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:

**AUTHORIZATION FOR THE ASSESSOR TO EXECUTE SERVICES CONTRACTS  
FOR AS-NEEDED HISTORICAL DOCUMENT PRESERVATION  
AND IMAGING SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This letter requests the Board to approve the execution of Services Contracts with **Avenu Insights and Analytics, LLC and Kofile Technologies, Inc.** for As-Needed Historical Document Preservation and Imaging Services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and delegate authority to the Assessor, or designee, to execute services contracts substantially similar to Enclosure A with **Avenu Insights and Analytics, LLC and Kofile Technologies, Inc.** for the purpose of providing historical document preservation and imaging services. These contracts will be for a term of three years commencing upon Board approval, or execution of the contracts by both parties, whichever occurs last, with two 1-year renewal options for a maximum potential contract term of five years. The As-Needed Historical Document Preservation and Imaging Services Contracts do not have a Maximum Contract Amount (MCA). Services are on an as needed and intermittent basis subject to funding as reviewed by the Chief Executive Officer (CEO).
2. Authorize and delegate authority to the Assessor, or designee, for necessary subsequent Change Orders and Amendments for unforeseen, additional work within the scope of the contracts, if required.
3. Authorize the Assessor, or designee, to: i) execute the contracts; ii) renew the contracts for each additional renewal option and extension period if, in the opinion of the Assessor, or designee, **Avenu Insights and Analytics, LLC and Kofile Technologies, Inc.** have

performed successfully during the previous contract period and the services are still required; iii) approve and execute amendments to incorporate necessary changes within the scope of work; and iv) to suspend work if, in the opinion of the Assessor, or designee, it is in the best interest of the County to do so.

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

### Background

The Assessor Modernization Project (AMP) is the Assessor's five phase agile development project to replace the Assessor's legacy systems, which include more than 120 aging applications, dating back more than 50 years to the 1960s. The current legacy systems are cumbersome, inefficient, and unable to support the changing business needs of the Assessor. To ensure the successful implementation of AMP, the Assessor will require the digitization of all documents. These documents include information such as welfare exemption claims, property tax statements, assessment appeal applications, financial records and other property tax related documents.

Additionally, the Assessor is responsible for maintaining Assessor's maps and documents covering the entire geographic area of Los Angeles County, including all the cities as well as the unincorporated areas. Some map books are approximately one hundred years old or more. These map books consist of paper bound Journal and Plat Maps with either typewritten or handwritten pages. The maps display the parcel numbers, parcel and lot boundaries, and adjoining map page information. The maps also show the recorded dimension of property, acreage, street address, street width, and other recorded map information.

Prior to issuing a Request for Proposals (RFP) to solicit proposers for a contract to provide as-needed historical document preservation and imaging services, the Assessor established that no other County department had an existing contract with a contractor that provided both services. Although a County department was determined to have an imaging services contract, County Counsel concluded the contract amendment to allow the Assessor to join was not possible. To receive the most competitive prices, the Assessor incorporated in the terms of the RFP the opportunity for other County Departments to join in the contract, subject to Board approval. Additionally, to ensure fiscal flexibility, the Assessor informed the proposers that the contracts would not contain a fixed contract sum, but rather services would be procured on an as-needed basis.

In consultation with County Counsel, it was determined that both **Avenu Insights and Analytics, LLC** and **Kofile Technologies, Inc.** proposed the most complete solutions to address the business needs of the Assessor while also offering the best available pricing for as-needed services. Utilizing multiple contractors will enable the Assessor to secure a contractor to respond in a timely manner to urgent imaging services that may be needed throughout the year.

### Benefits

The work to be performed will continue the modernization efforts of digitizing all Assessor's documents which include exemption claim forms as well as historical records to ensure their preservation and archival security and to make them more easily accessible to the public. In

addition, historical document preservation and imaging will provide the Assessor, other property tax departments, and the public with the ability to access maps and documents from the Assessor's data repository using a web-based user interface.

The Assessor has recognized the benefits of digitizing all of its documents and will continue to recognize the benefits from the approval of these contracts. The digital imaging of documents will ensure the continued success of the Assessor's telework pilot-programs initiated due to the COVID-19 pandemic, as well as guarantee the services provided by the Assessor to its property tax partners (i.e. Treasurer and Tax Collector, Auditor-Controller and Executive Office) and to the public.

Lastly, the work to be performed may be extended to other County Department(s) by amending the contracts, upon approval by the Board, pursuant to the terms and conditions set forth in the contracts, as customized to that Department(s).

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

The recommended action supports Goal III, "Realize Tomorrow's Government Today," Strategy III.2, "Embrace Digital Government for the Benefit of our Internal Customers and Communities," Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability," and Strategy III.4, "Engage and Share Information with Our Customers, Communities and Partners."

### **FISCAL IMPACT/FINANCING**

The As-Needed Historical Document Preservation and Imaging Services Contracts do not have a Maximum Contract Amount (MCA). Services are on an as needed and intermittent basis. Funding for these services will be included in the Assessor's AMP budget and reviewed by the CEO. Funds for the second and third years of the contract and the two additional one-year terms will be requested through the annual budget process. Pricing for the contractors' services are attached as Exhibit B (Pricing Schedule) of the contracts.

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

The recommended contractors are **Avenu Insights and Analytics, LLC and Kofile Technologies, Inc.** These contracts will commence upon Board approval or execution of the contracts by both parties, whichever occurs last, for a period of three years. With the Board's delegated authority, the Assessor may renew the contracts for two 1-year renewal options for a maximum potential total contract term of five years.

The contracts' agreement will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Assessor executing the contracts, the contractors will sign and County Counsel will review it as to form. The recommended contracts with **Avenu Insights and Analytics, LLC and Kofile Technologies, Inc.** were solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.



A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies and programs. Enclosure C reflects the contractors' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The contracts are exempt from Proposition A because the services are on an as needed and intermittent basis. The services are also of an extraordinary technical nature. Since these services are exempt from Proposition A, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

The contracts do not allow for a cost-of-living adjustment for the optional years.

### **CONTRACTING PROCESS**

On February 11, 2020, a notice of the RFP was placed on the County's "Doing Business With Los Angeles County" website (Enclosure B).

On March 10, 2020, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All three proposals met these requirements and were evaluated by an evaluation committee consisting of Assessor staff. The evaluation was based on criteria described in the RFP which included qualifications, approach to providing required services, quality control plan, cost and references utilizing the Informed Averaging methodology for applicable criteria. To ensure a high level of responsiveness and sufficient contracting capacity, the RFP was structured to negotiate with the top two proposers. During the negotiations, the Assessor determined both proposers were highly qualified and awarded the as-needed historical preservation and imaging services to both **Avenu Insights and Analytics, LLC and Kofile Technologies, Inc.** The Assessor determined the contractors' price to be reasonable for the work requested. There were no protests or requests for County Independent Reviews filed.

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

Approval of the recommended actions will have no negative impact on current public services or projects, nor will it affect the Assessor's production of the tax roll. Approval of the recommendation will ensure the Assessor continues to develop a modern assessment system to enhance its business operations and improve service delivery.

Respectfully submitted,

JEFFREY PRANG  
Assessor

JP:SMH:EY:ST

Enclosures

- c: Chief Executive Office  
Executive Officer, Board of Supervisors  
County Counsel

DRAFT

**APPENDIX C**  
**SAMPLE RFP CONTRACT**



**CONTRACT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**(CONTRACTOR)**  
**FOR**  
**AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND**  
**IMAGING SERVICES**

# SAMPLE CONTRACT PROVISIONS TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
<b>RECITALS</b>		<b>1</b>
<b>1</b>	<b>APPLICABLE DOCUMENTS</b>	<b>2</b>
<b>2</b>	<b>DEFINITIONS</b>	<b>3</b>
2.1	Standard Definitions	3
<b>3</b>	<b>WORK</b>	<b>5</b>
<b>4</b>	<b>TERM OF CONTRACT</b>	<b>5</b>
<b>5</b>	<b>CONTRACT SUM</b>	<b>6</b>
5.1	Total Contract Sum	6
5.2	Written Approval for Reimbursement	6
5.3	Notification of 75% of Total Contract Sum	6
5.4	No Payment for Services Provided Following Expiration-Termination of Contract	6
5.5	Invoices and Payments	7
5.6	Intentionally Omitted	8
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	8
<b>6</b>	<b>ADMINISTRATION OF CONTRACT- COUNTY</b>	<b>9</b>
6.1	County Administration	9
6.2	County's Project Director	9
6.3	County's Project Manager	9
6.4	County's Contract Project Monitor	10
<b>7</b>	<b>ADMINISTRATION OF CONTRACT-CONTRACTOR</b>	<b>10</b>
7.1	Contractor Administration	10
7.2	Contractor's Project Manager	10
7.3	Approval of Contractor's Staff	10
7.4	Contractor's Staff Identification	11
7.5	Background and Security Investigations	11
7.6	Confidentiality	12
<b>8</b>	<b>STANDARD TERMS AND CONDITIONS</b>	<b>13</b>
8.1	Amendments	13
8.2	Assignment and Delegation/Mergers or Acquisitions	14
8.3	Authorization Warranty	15

**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.4	Budget Reductions .....	15
8.5	Complaints .....	16
8.6	Compliance with Applicable Law .....	16
8.7	Compliance with Civil Rights Laws .....	17
8.8	Compliance with the County's Jury Service Program .....	17
8.9	Conflict of Interest.....	19
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List.....	20
8.11	Consideration of Hiring GAIN-GROW Participants.....	20
8.12	Contractor Responsibility and Debarment .....	20
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law.....	23
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	23
8.15	County's Quality Assurance Plan .....	24
8.16	Damage to County Facilities, Buildings or Grounds .....	24
8.17	Employment Eligibility Verification .....	24
8.18	Facsimile Representations .....	25
8.19	Fair Labor Standards.....	25
8.20	Force Majeure .....	25
8.21	Governing Law, Jurisdiction, and Venue .....	26
8.22	Independent Contractor Status.....	26
8.23	Indemnification .....	27
8.24	General Provisions for all Insurance Coverage .....	27
8.25	Insurance Coverage .....	32
8.26	Liquidated Damages.....	33
8.27	Most Favored Public Entity .....	35
8.28	Nondiscrimination and Affirmative Action .....	35
8.29	Non Exclusivity .....	36
8.30	Notice of Delays .....	36
8.31	Notice of Disputes .....	37
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	37

**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law .....	37
8.34	Notices .....	37
8.35	Prohibition Against Inducement or Persuasion.....	37
8.36	Public Records Act .....	38
8.37	Publicity .....	38
8.38	Record Retention and Inspection-Audit Settlement.....	39
8.39	Recycled Bond Paper.....	40
8.40	Subcontracting .....	40
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	42
8.42	Termination for Convenience .....	42
8.43	Termination for Default.....	42
8.44	Termination for Improper Consideration .....	44
8.45	Termination for Insolvency .....	44
8.46	Termination for Non-Adherence of County Lobbyist Ordinance .....	45
8.47	Termination for Non-Appropriation of Funds .....	45
8.48	Validity.....	46
8.49	Waiver .....	46
8.50	Warranty Against Contingent Fees.....	46
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	46
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program .....	47
8.53	Time off for Voting .....	47
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking.....	47
8.55	Intentionally Omitted.....	48
8.56	Compliance with Fair Chance Employment Practices .....	48
8.57	Compliance with the County Policy of Equity .....	48
8.58	Intentionally Omitted.....	48

**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>9</b>	<b>UNIQUE TERMS AND CONDITIONS .....</b>	<b>48</b>
9.1	Intentionally Omitted.....	48
9.2	Health Insurance Portability and Accountability Act of 1996 ("HIPAA").....	48
9.3	Intentionally Omitted.....	49
9.4	Intentionally Omitted.....	49
9.5	Intentionally Omitted.....	49
9.6	Intentionally Omitted .....	49
9.7	Local Small Business Enterprise (LSBE) Preference Program .....	49
9.8	Intentionally Omitted.....	50
9.9	Disabled Veteran Business Enterprise (DVBE) Preference Program .....	50
<b>SIGNATURES</b> .....		<b>52</b>

**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

**STANDARD EXHIBITS**

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



**Sample Contract**

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**\_\_\_\_\_  
FOR  
AS-NEEDED HISTORICAL DOCUMENT  
PRESERVATION AND IMAGING SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by and between the County of Los Angeles, hereinafter referred to as County and  
\_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is  
located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the County may contract with private businesses for As-Needed Historical Document Preservation and Imaging Services when certain requirements are met; and

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

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

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

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

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

## **1 APPLICABLE DOCUMENTS**

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

### **Standard Exhibits:**

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

This Contract 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 (Amendments) and signed by both parties.

## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

**2.1.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

**2.1.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

**2.1.1.3 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

**2.1.1.4 Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract.

**2.1.1.5 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

**2.1.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

**2.1.1.7 Office of the Assessor (or Department Head):** As used herein shall mean the Director or Department Head for the Office of the Assessor of the Los Angeles County Board of Supervisors, and the person designated by the

County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Director.

- 2.1.1.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.10 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.12 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.14 **Digital Image:** As used herein shall mean a scanned or computer generated image.
- 2.1.1.15 **PDF/A:** As used herein shall mean Portable Document Format/Archive, which is an electronic file format whereby documents are self-contained allowing them to be reproduced with all of the document coding embedded within the file.
- 2.1.1.16 **Secure File Transfer (or "SFTP"):** As used herein shall mean a transfer protocol which provides a secure encrypted file transfer of data over any reliable and secure network.
- 2.1.1.17 **Metadata:** Data used to describe the contents of a PDF/A file to make it easier to retrieve, use or manage, e.g., document title, subject, and key words.

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

### **3 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 The County may extend the Contractor's tasks, deliverables, services, and other work as set forth herein, to other County Departments on the terms and conditions set forth in this Contract, as customized to that Department/those Departments, and as memorialized in an Amendment pursuant to Paragraph 8.1 (Amendments). Any such Amendment shall include provisions tailored to the subject Department(s), including, as necessary, a customized Project Plan, Pricing and Payment Schedule, Project Schedule, Contract Sum, Scope, and other defined terms and provisions as may be required to extend this Contract to the additional participating County Department.
- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Office of the Assessor ("Assessor").

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify the Assessor when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written

notification to the Assessor at the address herein provided in Exhibit E (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

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

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

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

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

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

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

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

## **5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Office of the Assessor  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 304  
Los Angeles, CA 90012  
Attention: Accounting  
(213) 974-3129

### **5.5.6 County Approval of Invoices**

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

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

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

#### **5.6 Intentionally Omitted**

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

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

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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



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

### **6.1 County Administration**

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

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

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

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

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

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

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

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

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

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

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

#### **7.1 Contractor Administration**

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

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

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 The Contractor's Project Manager must have at least five (5) years of management experience which includes at least three (3) years of experience supervising/managing a historical document preservation and imaging operation and related services similar in scope, size and complexity as the County's project.

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

- 7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 7.3.2 The Contractor shall endeavor to assure continuity during the term of this Contract. Contractor personnel performing key functions under this Contract, together with the Contractor Project

Manager and alternate, shall constitute and shall be referred to hereinafter as the Contractor's "Key Personnel." The Contractor shall promptly replace any Key Personnel vacancies with personnel having qualifications at least equivalent to those being replaced.

7.3.3 The County's Project Director may require the replacement or removal of any Contractor Key Personnel and may request replacement of any other staff member performing, or offering to perform, Work hereunder. For Contractor's Key Personnel, the Contractor shall provide the County with a resume of each such proposed individual Contractor's Key Personnel (or his or her replacement), and any opportunity to interview such person (or his or her replacement) prior to his performing any Work hereunder.

7.3.4 In the event the Contractor should need to remove any Contractor Key Personnel from performing Work under this Contract, the Contractor shall provide notice as promptly as possible thereafter, and shall work with the County on a mutually agreeable transition plan as to ensure project continuity.

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

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

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

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

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which

may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Sub-paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be

conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

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

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

The County reserves the right to amend any portion of the Work required under this Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.1.1 Unless otherwise provided under the terms of this Contract, for any change which does not materially affect the scope of work, term, contract sum, or payment under this Contract, an Amendment to this Contract shall be prepared in the form of a letter or change notice and executed by the Contractor and the Assessor or his/her designee. As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the Contract Sum, a change of more than 90 days to any period of performance, or a change in the Work required which collectively increases the total cost more than ten percent (10%) of the Contract Sum.

8.1.2 For any change which extends the scope of work, term, contract sum, payments, or any term or condition included under this Contract, to other County Department(s), an Amendment to the

Contract shall be prepared and executed by the Contractor and by the additional participating County Department(s).

- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Assessor.
- 8.1.4 The Assessor or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Assessor.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or

divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

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

### **8.5.2 Complaint Procedures**

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

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

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

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

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

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

## **8.6 Compliance with Applicable Law**

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



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

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

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

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

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

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

2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

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

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service

Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

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

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this

or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

#### **8.12.3 Non-responsible Contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

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

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to

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

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

These terms shall also apply to subcontractors of County contractors.

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

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

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

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

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

pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. The County or its agent(s) may inspect the Contractor's facility and storage areas during the Contract performance period. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

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

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

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L.



99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

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

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

#### **8.20 Force Majeure**

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

or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

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

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

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel

provided by or on behalf of the contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

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

## **8.23 Indemnification**

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

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

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

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

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under

the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

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

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

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

County of Los Angeles  
Office of the Assessor  
Legal Services Section  
500 West Temple Street, Room 205LS  
Los Angeles, CA 90012  
Attention: Sarah Truong

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

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

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

#### **8.24.4 Cancellation of or Changes in Insurance**

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

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

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

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

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

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

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

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

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

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

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

approval of any subcontractor request for modification of the Required Insurance.

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

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

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

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

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

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("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

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

### 8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. 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 Unique Insurance Coverage**

##### **8.25.4.1 Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

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

##### **8.25.4.3 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

#### **8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the

amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

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

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28, Nondiscrimination and Affirmative Action when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28, Nondiscrimination and Affirmative Action have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

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

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

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

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

### **8.34 Notices**

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

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

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or

agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

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

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press

releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37, Publicity shall apply.

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

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the contractor to comply with any of the provisions

of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.



- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Office of the Assessor  
Legal Services Section  
500 West Temple Street, Room 205LS  
Los Angeles, CA 90012  
Attention: Sarah Truong

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

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

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

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

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

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

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

- 8.43.1.1 Contractor has materially breached this Contract; or
- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43, Termination for Default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

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

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

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

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

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

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

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

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

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will

maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

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

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

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

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

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

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

#### **8.55 Intentionally Omitted**

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

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

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

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.58 Intentionally Omitted**

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

#### **9.1 Intentionally Omitted**

#### **9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to



patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

**9.3 Intentionally Omitted**

**9.4 Intentionally Omitted**

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

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

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

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

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

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

## **9.8 Intentionally Omitted**

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

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

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

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

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

CONTRACTOR: ( \_\_\_\_\_ )  
Name

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

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

# **EXHIBIT A**

## **STATEMENT OF WORK**

### **AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES**

**County of Los Angeles  
Office of the Assessor**

## TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK .....	1
2.0	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS .....	2
3.0	QUALITY CONTROL .....	2
4.0	QUALITY ASSURANCE PLAN .....	3
5.0	INTENTIONALLY OMITTED .....	4
6.0	RESPONSIBILITIES .....	4
	<u>COUNTY</u>	
6.1	Personnel .....	4
6.2	Furnished Items .....	4
	<u>CONTRACTOR</u>	
6.3	Project Manager .....	4
6.4	Personnel .....	5
6.5	Uniforms/Identification Badges .....	6
6.6	Materials and Equipment .....	6
6.7	Training .....	6
6.8	Contractor's Office .....	6
7.0	HOURS/DAYS OF WORK .....	7
8.0	WORK SCHEDULES .....	7
9.0	UNSCHEDULED WORK .....	7
10.0	SPECIFIC WORK REQUIREMENTS .....	8
11.0	GREEN INITIATIVES .....	8
12.0	PERFORMANCE REQUIREMENTS SUMMARY .....	9

# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

The Los Angeles County Office of the Assessor (Assessor) is responsible for maintaining assessor's maps and parcel documents covering the entire Los Angeles County, including all the cities as well as unincorporated areas. The Assessor is interested in digitizing these historical records to ensure their preservation and archival security and to make them more easily accessible to the public via the internet.

This Statement of Work (SOW) provides the specifications and requirements for the selected Contractor to convert these map books consisting of paper bound Journal and Plat Maps and parcel documents consisting of confidential records such as claims, applications, and financial records to digital images in Adobe PDF/A-1 format with Optical Character Recognition (OCR) capability as further detailed in Section 10.0.

The Contractor shall be required to provide historical document preservation and imaging services Monday through Friday, excluding County recognized holidays upon request from Assessor personnel.

The Contractor shall have the ability to scan oversized documents that may be contained in these map books, such as maps or charts.

The Contractor shall have the ability to scan map books that have permanently sewn or glued binding without dismantling, cutting or damaging the pages of the book.

The Contractor shall have demonstrated experience working with very old and fragile documents (200+ years old).

The Contractor shall have the ability to provide as-needed imaging services for parcel documents consisting of standard documents as well as small and large format documents containing confidential records such as claims, applications, and financial records.

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

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

The Contractor shall have the ability to store County's furnished items in temperature controlled secured facilities that are not subject to exposure from weather.

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

- 2.1 The County reserves the right to add/delete specific tasks related to the historical document preservation and imaging project which does not materially affect the scope of work, term, contract sum, or payment under the Contract.
- 2.2 The County may, on reasonable notice, add or delete County departments and locations.
- 2.3 All changes must be made in accordance with Sub-paragraph 8.1 (Amendments) of the Contract.

## **3.0 QUALITY CONTROL**

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

### **3.1 QUALITY CONTROL PLAN**

#### **3.1.1 Monitoring**

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

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

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

#### **3.1.3 Exception Report**

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

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

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



#### 3.1.5 Contact Personnel

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

### 3.2 SECURITY PLAN

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

### 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 8 (Standard Terms and Conditions), Sub-paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

#### 4.1 Meetings

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

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

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

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

#### 4.3 County Observations

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

## **5.0 INTENTIONALLY OMITTED**

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

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

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

#### **6.2 Furnished Items**

The County shall provide the Contractor paper documents to be imaged consisting of, but not limited to, Map Books, Journals, and Plat Maps. The Map Books, Journals, Plat Maps, and parcel documents will be provided in their existing bindings and may require hand scanning or use of a book scanner due to their age and paper quality. The Map Books, Journals, Plat Maps, and parcel documents may have staples or other fasteners that will need to be removed. All documents will be provided in boxes labeled with Assessor's address, pick up date, box number, a brief description of the contents and the number of documents contained in the box. Inside each box will be an inventory sheet identifying the documents.

### **CONTRACTOR**

#### **6.3 Project Manager**

- 6.3.1 The Contractor shall provide a full-time Project Manager or designated alternate. The County must have access to the Contractor's Project Manager or designated alternate via landline, cell phone or email during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contractor's Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.
- 6.3.2 The Contractor's Project Manager or designated alternate shall act as a central point of contact with the County.

- 6.3.3 The Contractor's Project Manager or designated alternate must demonstrate at least five (5) years of experience supervising/managing a historical document preservation and imaging operation similar in scope, size, and complexity as the County's requirements.
- 6.3.4 The Contractor's Project Manager or designated alternate shall notify the County Project Manager immediately when a delay of any type is anticipated.
- 6.3.5 The Contractor's Project Manager or designated alternate shall work with the County Project Manager to resolve any deficiencies before a problem occurs.
- 6.3.6 The Contractor's Project Manager or designated alternate shall promptly respond to all calls and/or reports regarding the Contractor's performance.
- 6.3.7 The Contractor's Project Manager or designated alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Manager or designated alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.3.8 Prior to starting work under the Contract, the Contractor shall prepare an updated written project plan which shall detail all tasks, schedules, and deliverables, including timetable of batch completion, any project risks and risk mitigation measures, and will be reviewed by the County against the information submitted in the Request for Proposal (RFP). The County Project Director and County Project Manager must review and approve the Contractor's Plan prior to the Contractor beginning work under the Contract. All changes and modifications to the Plan shall be reviewed and approved by the County Project Director and County Project Manager.

#### **6.4 Personnel**

- 6.4.1 The Contractor shall assign a sufficient number of employees to perform the required work with at least one (1) year of experience providing historical document preservation and imaging services equivalent or similar to the services identified in this SOW. At least one (1) employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.
- 6.4.2 The Contractor shall provide one (1) of its officers or employees to be the key contact person between the County and the Contractor on matters relating to production and billing that shall be available by telephone contact Monday through Friday from 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.
- 6.4.3 The Contractor's personnel including, but not limited to, Contractor's Project Manager and/or designated alternate, shall be competent and responsible enough to handle sensitive materials and perform confidential

duties, and shall perform all work hereunder in a professional, workmanlike manner.

- 6.4.4 The Contractor's personnel shall be courteous and neat in appearance at all times.
- 6.4.5 Any Contractor's personnel who drives a vehicle in performance of contract operations shall maintain a valid California driver's license for that vehicle class during the term of the Contract.
- 6.4.6 The Contractor shall be required to background check their employees as set forth in Paragraph 7 (Administration of Contract – Contractor), Sub-paragraph 7.5 (Background and Security Investigations) of the Contract.

## **6.5 Uniforms/Identification Badges**

- 6.5.1 The Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 6.5.2 The Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7 (Administration of Contract – Contractor), Sub-paragraph 7.4 (Contractor's Staff Identification) of the Contract.

## **6.6 Materials and Equipment**

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

## **6.7 Training**

- 6.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 All Contractor employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## **6.8 Contractor's Office**

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

## **7.0 HOURS/DAY OF WORK**

Hours of services shall be primarily performed within the 8:00 a.m. to 5:00 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the County Project Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

## **8.0 WORK SCHEDULES**

- 8.1 The Contractor shall submit for review and approval its work schedule for each facility to the County Project Manager within ten (10) working days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

## **9.0 UNSCHEDULED WORK**

- 9.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contractor shall contact the County Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. The Contractor shall submit an invoice to the County Project Director within five (5) working days after completion of the work.

- 9.4 All unscheduled work shall commence on the established specified date. The Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **10.0 SPECIFIC WORK REQUIREMENTS**

All work orders and invoices must clearly state which Assessor staff requested work.

- 10.1 The Contractor shall provide historical document preservation and imaging services upon request of staff from any Assessor site locations.
- 10.2 The Contractor shall scan paper documents and microfiche documents consisting of Map Books, Journals, Plat Maps, and parcel documents to PDF/A-1 specification at 300 DPI with optical character recognition and a metadata stream as further detailed in Attachment 1 – Specific Work Requirements.
- 10.3 The Contractor shall perform surface cleaning as appropriate to preserve the quality and improve appearance of historical documents prior to imaging.
- 10.4 The Contractor shall de-skew and rotate images, remove lines and de-speckle as necessary. All images should be clear and readable.
- 10.5 The Contractor shall provide as-needed imaging services for parcel documents consisting of standard documents as well as small and large format documents containing confidential records such as claims, applications, and financial records.
- 10.6 The Contractor shall verify that images will print as legible document reproductions through the use of commercially available printers.
- 10.7 The Contractor's Project Manager shall coordinate with the County Project Manager on all pick-up and delivery of source media and converted data.
- 10.8 The Contractor shall provide the images to the County on a portable hard drive and/or via secure electronic download using a Secure File Transfer Protocol (SFTP) site on a weekly basis.

## **11.0 GREEN INITIATIVES**

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

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

The Performance Requirements Summary (PRS) chart, Exhibit 2 of Appendix B (SOW Exhibits), lists the required services that will be monitored by the County during the term of the Contract.

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

## SPECIFIC WORK REQUIREMENTS

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

### 1) Map Books

These books consist of paper bound Journal and Plat Maps with either typewritten or handwritten pages; displaying the parcel numbers, parcel and lot boundaries, and adjoining map page information. Recorded dimension, acreage, street address, street width, and recorded map information are also visible.

Potential project areas includes Archives and Mapping Services.

Quantities noted below are only estimates.

#### Archives

- Map Books:
  - o Size: 21" x 32" and 11" x 17"

<b><u>MAP BOOKS</u></b>	
<b>YEAR</b>	<b>TOTAL</b>
1900 - 1930	1,920
1931 - 1960	4,771
<b>GRAND TOTAL:</b>	<b>6,691</b>

- Blue Books:
  - o Size: 21" x 22"

<b><u>BLUE BOOKS</u></b>	
<b>YEAR</b>	<b>TOTAL</b>
1931 - 1960	1,828
1961 - 1990	585
<b>GRAND TOTAL:</b>	<b>2,413</b>



Mapping Services

- Map Books:
  - o Size: 11" x 18"

MAP BOOKS TOTAL = 3,152 <u>Average No. of Pages</u>					
Size Mapbook <i>(size based on volume of pages)</i>	Sides	Typical # Pages	# Page Scans	% of total 3,152 Mapbooks	# Page Scans * % total * 3,152
XS	single double	98 42	98	20%	114,732
			84		
			182		
S	single double	150 88	150	30%	308,265
			176		
			326		
M	single double	327 110	327	30%	517,243
			220		
			547		
L	single double	515 120	515	15%	356,964
			240		
			755		
XL	single double	968 206	968	5%	217,488
			412		
			1380		
GRAND TOTAL:					1,514,692

- Survey Tract Books:
  - o Size: 24" x 17" and 18" x 12"

<b><u>SURVEY TRACT BOOKS</u></b>	
	<b>TOTAL</b>
No. of Books	1,200
No. of Pages <i>(per book)</i>	50
<b>GRAND TOTAL:</b>	<b>60,000</b>

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

Each Map Book and Survey Tract are to have the following metadata properties in the PDF/A file:

Metadata	XMP Property
Document Title	Book Number + Year + Page
Index ( <i>Common Naming Conventions</i> )	mpbk-pge-sh#-yyyymmdd, and mpbk-typ-sh#-yyyymmdd  ( <i>mpbk is the Map Book, pge is the Page, typ is the map type, sh# is the Sheet No., and yyyymmdd is the map ID date.</i> )
Keywords	Parcel Number, Assessor Identification Number (AIN), Street Address, Book Number, Year

\*Each information field will be limited to no more than 20 characters.

NOTE: All Map Books and Survey Tract Books removed from their binding for scanning should be re-fastened. Perform surface cleaning as appropriate to preserve the quality and improve appearance of historical documents prior to imaging.

## 2) Parcel Documents

These documents consist of standard documents as well as small and large format documents containing confidential records such as claims, applications, and financial records.

Potential project areas includes Exemptions & Public Services Division.

Quantities noted below are only estimates.

<b><u>HOME OWNERS EXEMPTIONS (HOX)</u></b>		
<b>TYPE</b>	<b>SIZE</b>	<b>TOTAL PAGES</b>
Claims	8 1/2 x 11	113,247
ASSR 63	8 1/2 x 11	15,910
Cancellation	8 1/2 x 11	1,600
ASSR 62	8 1/2 x 11	13,722
<b>GRAND TOTAL:</b>		<b>144,479</b>

<b>DISABLED VETERANS</b>				
<b>TYPE</b>	<b>SIZE</b>	<b>NO. OF PAGES</b>	<b>NO. OF FOLDERS</b>	<b>TOTAL</b>
Claims	8 1/2 x 11	10	4,500	45,000
MCL List	8 1/2 x 11	4,380		4,380
Dup List	8 1/2 x 11	2,820		2,820
Data Entry	8 1/2 x 11	36,000		36,000
<b>GRAND TOTAL:</b>				<b>88,200</b>

<b>CLAIMS</b>				
<b>TYPE</b>	<b>SIZE</b>	<b>NO. OF PAGES</b>	<b>NO. OF FOLDERS</b>	<b>TOTAL</b>
Religious	8 1/2 x 11	10	42,901	429,010
Church	8 1/2 x 11	10	19,573	195,730
Welfare	8 1/2 x 11	35	85,146	2,980,110
	8 1/2 x 14	5	85,146	425,730
Specials	8 1/2 x 11	35	23,065	807,275
	8 1/2 x 14	5	23,065	115,325
<b>GRAND TOTAL:</b>				<b>4,953,180</b>

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

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

<b>Metadata</b>	<b>XMP Property</b>
Document Title	Type + Assessor Identification Number (AIN) + Applicant Name + Year of Application
Index ( <i>Naming convention will vary based on scanned documents</i> )	Assessor Identification Number (AIN) – Applicant Name – Year of Application and/or Parcel Number – Assessor Identification Number (AIN) – Year of Application – Date of Transfer/Recording Date – Occupancy Date
Keywords	Parcel Number, Assessor Identification Number (AIN), Street Address, Applicant Name, Year of Application, Date of Transfer/Recording Date, Occupancy Date

\*Each information field will be limited to no more than 20 characters.

NOTE: All documents removed from their file folders should be re-filed.

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

### 3) Microfiche

These microfiche contain standard documents as well as small and large format documents containing confidential records such as claims, applications, and financial records. The number of images per microfiche varies significantly depending on category.

Potential project areas includes Exemptions & Public Services Division.

Quantities noted below are only estimates.

<b>MICROFICHE (HOX)</b>	
<b>CATEGORY</b>	<b>VOLUME</b>
HA 19	219,793,500
HP 42	175,032,900
<b>GRAND VOLUME:</b>	<b>394,826,400</b>

<b>MICROFICHE (FRONT COUNTER)</b>	
<b>CATEGORY</b>	<b>VOLUME</b>
Local Assessment Roll	23,169,536
Secured Tax Rolls	34,452,000
Comparable Sales	5,850,000
Master Hold	3,360
Name Index	270,000
Notice of History	37,260,000
Substitutes Bill Info	13,581,270
HA 19	5,400,000
HP 42	810,000
TR 45/Secured Delinquent Roll Change (one in the same)	9,690,000
Maps	1,560,000
Street Index	1,264,770
Address List	260,000
Secured Adjustment Report	260,000

<b>MICROFICHE (FRONT COUNTER continued)</b>	
<b>CATEGORY</b>	<b>VOLUME</b>
Prop 8 Decrease	780,000
Unsecured Address Change, Tax Roll Partial & Changes	472,500
Secured Accumulated Payment	260,000
Notice of Supplemental	780,000
Delinquent Abstract	8,160,000
Unsecured Tax Roll	520,000
Subsequent Transfer Report	260,000
Data Entry	5,610,000
Accumulated Payment	510,000
IDA19	260,000
Unsecured Name Index	260,000
Secured Name Index	260,000
Supplement Window	520,000
<b>GRAND VOLUME:</b>	<b>152,483,436</b>

The Contractor shall convert each microfiche into individual files. File size should be optimized to provide ease of search ability where necessary. This may be accomplished by dividing the microfiche records into multiple files of approximately 200 images each.

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

Metadata	XMP Property
Document Title	Category + Assessor Identification Number (AIN)
Index ( <i>Naming convention will vary based on scanned documents</i> )	Category – Assessor Identification Number (AIN)
Keywords	Parcel Number, Assessor Identification Number (AIN), Street Address, Applicant Name, Year of Application, Date of Transfer/Recording Date, Occupancy Date

\*Each information field will be limited to no more than 20 characters.

NOTE: All microfiche removed from their box should be re-boxed.



[Home](#) / [Open Solicitations](#) / [Detail](#)

[Solicitation Detail](#)

<b>Solicitation Number:</b>	2020-RFP001		
<b>Title:</b>	AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES		
<b>Department:</b>	Assessor		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	N/A
<b>Commodity:</b>	DATA CONVERSION SERVICES		
<b>Description:</b>	<p>The Los Angeles County Office of the Assessor (Assessor) is responsible for maintaining assessor's maps and parcel documents. Some map books are approximately two hundred (200) or more years. These map books consist of paper bound Journal and Plat Maps with either typewritten or handwritten pages; displaying the parcel numbers, parcel and lot boundaries, and adjoining map page information. Recorded dimension, acreage, street address, street width, and recorded map information are also visible. The parcel documents consist of confidential records such as claims, applications, and financial records.</p> <p>The Assessor is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide As-Needed Historical Document Preservation and Imaging Services.</p> <p>Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services are invited to submit a proposal(s), provided they meet the following mandatory requirements:</p> <p>1) Proposer must have a minimum of five (5) years out of the last seven (7) years of documented experience in providing historical document preservation and imaging services.</p> <p>2) Proposer must have a Contract Project Manager or designated alternate with at least five (5) years of management experience which includes at</p>		

	<p>least three (3) years supervising/managing a historical document preservation and imaging operation and related services. Contract Project Manager or designated alternate's resume must demonstrate years of experience.</p> <p>3) Proposer must attend the Mandatory Proposers' Conference scheduled for Tuesday, February 18, 2020 at 10:30 a.m. (PDT).</p> <p>4) Proposer must comply with the Request for Proposal (RFP) format and requirements when submitting its proposal.</p> <p>Thank you.</p> <p><a href="#">Less</a></p>		
<b>Open Day:</b>	2/11/2020	<b>Close Date:</b>	2/28/2020 4:00:00 PM
<b>Contact Name:</b>	SARAH TRUONG	<b>Contact Phone:</b>	(213) 928-4876
<b>Contact Email:</b>	struong@assessor.lacounty.gov		
<b>Last Changed On:</b>	2/11/2020 4:38:41 PM		
<b>Attachment File (1) :</b>	<div><input type="checkbox"/> <a href="#">Click here to download attachment files.</a></div>		



Powered by ISD | [Contact Us](#)

COUNTY OF LOS ANGELES  
OFFICE OF THE ASSESSOR  
CONTRACTOR'S MINORITY PARTICIPATION FOR  
AS-NEEDED HISTORICAL DOCUMENT PRESERVATION AND IMAGING SERVICES

Contractor	Local SBE		DVBE	
	YES	NO	YES	NO
KOFILE TECHNOLOGIES, INC.		X		X
RAYCOM DATA TECHNOLOGIES, INC.	X			X
AVENU INSIGHTS AND ANALYTICS, LLC		X		X



**BOARD LETTER/MEMO – FACT SHEET  
OPERATIONS CLUSTER**

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	6/17/2020		
<b>BOARD MEETING</b>	7/7/2020		
<b>DELEGATED AUTHORITY BOARD LETTER</b>	No		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All		
<b>DEPARTMENT</b>	County Counsel and DCBA		
<b>SUBJECT</b>	Price Gouging Urgency Ordinance		
<b>PROGRAM</b>	Consumer Protection; Amending Price Gouging Ordinance		
<b>SOLE SOURCE CONTRACT</b>	No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Urgency Ordinance to protect consumers from COVID-19 related price gouging so as soon as possible.		
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: N/A	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Amend County's price gouging ordinance to strengthen protections for consumers during declared emergencies such as COVID-19.		
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>At its March 31, 2020, meeting the Board directed DCBA and County Counsel to review existing price gouging protections during declared emergencies and to bring recommended changes back to the Board.</p> <p>On April 30, 2020, DCBA provided a report back indicating that County Counsel would be drafting amendments to the ordinance.</p> <p>An urgency ordinance is necessary because the complaints of price gouging are continuing and many relate to new seller who never previously sold the essential products, like masks and hand sanitizer.</p>		
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <ul style="list-style-type: none"> <li>• Scott Kuhn, Assistant County Counsel, 213-974-1852, <a href="mailto:skuhn@counsel.lacounty.gov">skuhn@counsel.lacounty.gov</a></li> <li>• Joseph M. Nicchitta, Director, DCBA, (213) 974-9750, <a href="mailto:jnicchitta@dcba.lacounty.gov">jnicchitta@dcba.lacounty.gov</a></li> </ul>		



COUNTY OF LOS ANGELES  
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET  
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE  
(213) 974-1852  
FACSIMILE  
(213) 613-4751  
TDD  
(213) 633-0901

MARY C. WICKHAM  
County Counsel

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:

**URGENCY ORDINANCE AMENDING LOS ANGELES COUNTY CODE TITLE 8,  
DIVISION 2, CHAPTER 8.09 (PRICE GOUGING ORDINANCE)  
(ALL SUPERVISORIAL DISTRICTS)  
(4 VOTES)**

**SUBJECT**

As directed by your Board on March 31, 2020, County Counsel, in consultation with the Department of Consumer and Business Affairs ("DCBA"), has reviewed existing price gouging protections for County consumers and recommends adoption of the attached urgency ordinance amending the County Code to strengthen price gouging protections for consumers during times of declared emergencies. This letter also directs County Counsel to file civil actions against those that engage in price gouging in violation of the ordinance.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Adopt the attached urgency ordinance amending County Code, Title 8, Chapter 8.09 entitled Price Gouging Following the Proclamation or Declaration of an Emergency Prohibited.
2. Direct County Counsel to bring civil actions against those who engage in price gouging in violation of the County's Price Gouging Ordinance.

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

On March 4, 2020, your Board and the Department of Public Health declared a local and public health emergency in response to COVID-19. Following the declaration of emergency, DCBA began to receive hundreds of complaints from consumers concerning price increases for various essential items. To date, DCBA received over 1,100 allegations of price gouging.

On March 31, 2020, your Board adopted a motion directing DCBA and County Counsel to review the existing protections for consumers against price gouging during declared emergencies. After that review, County Counsel and DCBA recommend adoption of the attached amendments to the County's Price Gouging Ordinance ("Ordinance"). In that same motion, your Board delegated its authority to issue administrative subpoenas to the director of DCBA.

DCBA and County Counsel are partners in the Los Angeles Gouging Task Force, along with the Los Angeles District Attorney's office, the Los Angeles City Attorney, the Santa Monica City Attorney, and the California Attorney General. The task force has sent out warning letters to dozens of businesses and continues to investigate price gouging complaints throughout the County.

Utilizing the delegated authority from your Board, the director of DCBA has worked with County Counsel to issue administrative subpoenas to businesses where there have been credible complaints of price gouging.

On April 30, 2020, DCBA provided your Board with a report back listing several potential changes to the Ordinance and indicating that County Counsel would be submitting an amended ordinance to your Board. The proposed enhancements to the price gouging ordinance are urgently needed because DCBA continues to receive complaints of price gouging related to COVID-19.

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

The recommended action is consistent with the principles of the countywide Strategic Plan Goal I: Make Investments that Transforms Lives. Specifically Strategy I.2: Enhance our Delivery of Comprehensive Interventions. The proposed Ordinance would provide additional tools to protect consumers in the County and prevent unfair business practices that harm consumers and law-abiding businesses.

### **FISCAL IMPACT/FINANCING**

No fiscal impact is projected. Existing staff will continue to work on enforcing the price gouging ordinance. The costs of enforcing the ordinance can be recovered in litigation or settlement.

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

The COVID-19 outbreak has demonstrated that the County's price gouging ordinance needs to be strengthened to prevent price gouging that occurs during declared disasters. For example, currently, there is no prohibition against a business who was not selling masks or hand sanitizer prior to the declaration of local public health emergency from selling those products at whatever price they want. The urgency ordinance expands prohibited price gouging to situations where the seller was not selling those goods or services prior to the declared emergency. The urgency ordinance also expands the types of services it applies to by prohibiting price gouging in the rental of short-term and vacation rentals, home and apartment rentals, care facilities, and mobilehomes. Building on the Board's delegation of its authority to the Director of DCBA to issue administrative subpoenas to investigate price gouging and scams related to COVID-19, the ordinance authorizes the Director of DCBA to issue administrative subpoenas to investigate price gouging complaints during declared disasters and emergencies. The ordinance also requires businesses who sell vital and necessary goods to retain business records regarding the pricing of those goods in order to facilitate investigation of any allegations of price gouging. To deter price gouging and punish companies who violate the ordinance, a civil penalty of up to \$10,000 per violation is being added. Finally, the ordinance clarifies the authority of County Counsel to enforce violations of the price gouging ordinance.

This action will enable County Counsel's Affirmative Litigation and Consumer Protection Division, working with DCBA, to file civil actions and seek injunctions to stop price gouging and consumer scams related to the COVID-19 declared emergency, and during future declared emergencies. There is an urgency in taking action quickly to protect consumers in declared emergencies because opportunists often emerge to take advantage of panic buying. Authorizing County Counsel to file actions to enforce the Ordinance will facilitate quick action to stop price gouging and protect consumers.

Unfortunately, DCBA continues to receive complaints from consumers about price gouging related to essential goods and services required as a result of the COVID-19 pandemic. The amended ordinance would become effective immediately upon approval by the Board by a four-fifths vote pursuant to Government Code section 15123(d) because the ordinance is necessary for the immediate preservation of the public peace, health, or safety and contains a declaration of the facts constituting the urgency.

The Honorable Board of Supervisors

Page 4

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

The proposed Ordinance will enable the County to more proactively and effectively enforce violations of the County's price gouging ordinance to stop those who seek to prey upon consumer achieve compliance and promote the general health, safety, and welfare of the public.

Very truly yours,

MARY C. WICKHAM  
County Counsel

By

SCOTT KUHN  
Assistant County Counsel  
Affirmative Litigation & Consumer  
Protection Division

APPROVED AND RELEASED:

LAWRENCE L. HAFETZ  
Chief Deputy

SK:mpg

Enclosure

c: Joseph M. Nicchitta, Director  
Department of Business and Consumer Affairs

## ANALYSIS

This urgency ordinance amends Chapter 8.09 (Overpricing of Goods and Services Following the Proclamation of a State of Emergency or the Declaration of a Local Emergency) of Title 8 (Consumer Protection Business and Wage Regulations) of the Los Angeles County Code by: (1) strengthening the prohibition of price gouging during a state of emergency as proclaimed by the President of the United States or the Governor of California, or during a local emergency as declared pursuant to law; (2) expanding prohibited price gouging to include selling goods or services at unconscionably excessive prices; (3) prohibiting price gouging in the rental of short-term and vacation rentals, home and apartment rentals, care facilities, mobilehomes and mobilehome spaces; (4) adding a civil penalty not to exceed ten thousand dollars (\$10,000) for each violation; (5) delegating administrative subpoena power to the Department of Consumer and Business Affairs; and (6) clarifying the authority of County Counsel to enforce violations.

This urgency ordinance will take immediate effect upon its approval by at least a four-fifths vote of the Board of Supervisors.

Very truly yours,

MARY C. WICKHAM  
County Counsel

By

VANESSA MIRANDA  
Deputy County Counsel  
Affirmative Litigation & Consumer  
Protection Division

VM:mm

Requested: 03/31/2020

Revised: 6/11/2020

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

An urgency ordinance amending Chapter 8.09 (Overpricing of Goods and Services Following the Proclamation of a State of Emergency or the Declaration of a Local Emergency) of Title 8 (Consumer Protection Business and Wage Regulations) of the Los Angeles County Code.

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

**SECTION 1.** Section 8.09.010 is hereby amended to read as follows:

**8.09.010 Findings.**

The Board of Supervisors finds that in emergencies and major natural or manmade disasters including, but not limited to, earthquakes, floods, fires, storms, droughts, plant or animal infestation or diseases, pandemic or epidemic disease outbreaks, or civil disturbances, there may be a temporary spike in demand for food, repair or reconstruction services, emergency or medical supplies, hotels, motels, housing, or gasoline. Under such circumstances, there is a heightened risk to consumers that prices for goods and services that are vital and necessary for their health, safety, and welfare may be significantly increased. Therefore, the County of Los Angeles has an interest in ensuring that County residents are protected against overpricing of vital and necessary goods and services during a state of emergency as proclaimed by the President of the United States or the Governor of California, or during a local emergency as declared pursuant to law.

As a result of COVID-19, both Los Angeles County and the Governor of the State of California declared local and State emergencies on March 4, 2020. The Los Angeles

County Department of Consumer and Business Affairs has received over 1,100 allegations of price gouging following the declarations of emergency. During this time of unprecedented emergency, there is an urgent need to take action to protect the residents of the County as price gouging continues to be reported, even two months after the declared emergency. This urgency ordinance amends the County's price gouging ordinance to strengthen consumer protections and it is essential that the amendments made by this urgency ordinance take effect immediately for the preservation of the public peace, health, and safety of the County.

**SECTION 2.** Section 8.09.030 is hereby amended to read as follows:

**8.09.030 Definitions.**

Unless otherwise provided below, the definitions provided by California Penal Code section 396 shall apply:

A. ~~"State of emergency" means a natural or manmade disaster or emergency resulting from an earthquake, flood, fire, riot, or storm for which a state of emergency has been proclaimed by the President of the United States or the Governor of California.~~ "Care Facility" means a facility that provides long-term residential care to individuals requiring assistance with personal care or medical needs.

B. ~~"Local emergency" means a natural or manmade disaster or emergency resulting from an earthquake, flood, fire, riot, or storm for which a local emergency has been declared pursuant to California Government Code section 8630 and County Code Section 2.68.110.~~ "Medical Supplies" are any items used in the diagnosis, cure, mitigation, treatment, or prevention of disease or other medical condition, including, but



not limited to, prescription and non-prescription drugs, prescription and non-prescription medical devices, bandages, gauzes, isopropyl alcohol, and personal protective equipment, including, but not limited to, masks, gowns, face shields, and gloves.

C. ~~"Vital and necessary" means required to sustain the health, safety, and welfare of a person or animal.~~ "Mobilehome" means the definition set forth in California Civil Code section 798.3, as it may be amended from time to time.

D. "Mobilehome Space" means the site within a Mobilehome Park intended, designed, or used for the location or accommodation of a Mobilehome and any accessory structures or appurtenances attached thereto whether or not the Mobilehome space is permitted pursuant to State or local law.

E. "Person" means any individual, online retailer, vendor or any form of business organization or association, or any other legal entity.

F. "Rental Price" means the following:

1. For housing rented within one year prior to the time of the proclamation or declaration of emergency, the actual rental price paid by the tenant.

2. For housing not rented at the time of the declaration or proclamation, but rented, or offered for rent, within one year prior to the proclamation or declaration of emergency, the most recent rental price offered before the proclamation or declaration of emergency.

3. For housing rented at the time of the proclamation or declaration of emergency but which becomes vacant while the proclamation or declaration of emergency remains in effect and which is subject to any County rent control ordinance,

rule, regulation, or initiative measure, the actual rental price paid by the previous tenant or 160 percent of the fair market rent established by the United States Department of Housing and Urban Development, whichever is greater.

I. "Sell" or "Resell" means to engage in a sales transaction located within the unincorporated area of the County of Los Angeles, or to engage in a sales transaction with any resident of the unincorporated area of the County of Los Angeles whereby the sale of goods or services occurs through the internet, mail order, telephone, or any other means and whereby delivery of such goods or services occurs within the unincorporated area of the County of Los Angeles.

J. "Unconscionably excessive" means that a price is more than 50 percent greater than the amount the person paid for the item or if it is more than 50 percent greater than the total cost to the person of producing and selling the item.

K. "Vital and necessary" means required to sustain the health, safety, and welfare of a person or animal.

**SECTION 3.** Section 8.09.040 is hereby amended to read as follows:

**8.09.040 ~~Overpricing~~ Price Gouging Following the Proclamation or Declaration of an Emergency Prohibited.**

A. Upon the proclamation of a state of emergency by the President of the United States, Governor of California or locally by the Board of Supervisors resulting from, but not limited to, an earthquake, flood, fire, riot, storm, drought, plant or animal infestation or disease, pandemic or epidemic disease outbreak or other natural or

manmade disaster declared pursuant to California Government Code section 8630 and Los Angeles County Code Section 2.68.110, the following shall be unlawful:

1. Goods and Services Previously Offered for Sale. For a period of 30 days following that proclamation or declaration, it is unlawful for a person, ~~contractor, business, or other entity~~ to sell or offer to sell any vital and necessary consumer food items or goods, including but not limited to, water, milk, eggs, flour, salt, dried and canned goods, sanitary products, medical supplies, batteries, propane, gasoline or other motor fuels, baby food, diapers, and baby supplies, goods or services used for emergency cleanup, emergency supplies, ~~medical supplies,~~ home heating oil, building materials, housing, transportation, freight, restaurant food delivery services, and storage services, ~~or gasoline or other motor fuels~~ for a price of more than 10 percent above the price charged by that person for those goods or services immediately prior to the proclamation or declaration of emergency, subject to the conditions set forth in subsection (C) of this Section.

2. Goods and Services Not Previously Offered for Sale. If a good or service has not been sold by a person during the 30-day period immediately preceding the day that proclamation or declaration is made, it is unlawful for that person to sell or offer to sell that good or service for an unconscionably excessive price. A price is unconscionably excessive if it is more than 50 percent above either the person's total cost paid for the good or the person's total cost of producing and selling the good.

3. Hoarding. In addition to the prohibitions set forth in Section 8.09.040.A.1 and A.2, for a period of 30 days following that proclamation or declaration,

it is unlawful for a person to purchase and accumulate, vital and necessary consumer food items or goods, including but not limited to water, milk, eggs, flour, salt, dried and canned goods, sanitary products, medical supplies, batteries, propane, gasoline or other motor fuel, baby food, diapers, and baby supplies, in excess of what would be ordinarily and customarily needed for business, personal or home consumption, for the purpose of reselling or offering to resell such vital and necessary consumer food items or goods.

24. Construction Goods and Services. For a period of 180 days following that proclamation or declaration, it is unlawful for a contractor to sell or offer to sell any vital and necessary repair or reconstruction services or any services used in emergency cleanup for a price of more than 10 percent above the price charged by that person for those services immediately prior to the proclamation or declaration of emergency, subject to the conditions set forth in subsection (C) of this Section.

35. Hotels and Motels. For a period of 30 days following that proclamation or declaration, it is unlawful for an owner or operator of a hotel or motel to increase the hotel's or motel's regular rates, as advertised immediately prior to the proclamation or declaration of emergency, by more than 10 percent, subject to the conditions set forth in subsection (C) of this Section.

6. Short Term or Vacation Rentals. For a period of 30 days following that proclamation or declaration, it is unlawful for a booking service or homeowner to increase the daily rental rate as advertised immediately prior to the proclamation or declaration of emergency, by more than 10 percent, subject to the conditions set forth in

subsection (C) of this section. It is unlawful for booking services and homeowners to cancel reservations in order to advertise the same property for an increased rate higher than 10 percent than the originally advertised rate.

7. Home and Apartment Rentals. For a period of 30 days following that proclamation or declaration, it is unlawful for any person to increase the rental price as advertised, offered, or charged for housing, to an existing or prospective tenant, by more than 10 percent. However, a greater rental price increase is not unlawful if that person can prove that the increase is directly attributable to additional costs for repairs or additions beyond normal maintenance that were amortized over the rental term that caused the rent to be increased greater than 10 percent or that an increase was contractually agreed to by the tenant prior to the proclamation or declaration. For rental housing that was not rented or advertised for rent within one year prior to a declaration of emergency, the price cannot exceed 160% of the fair market rent value of the rental housing as established by the U.S. Department of Housing and Urban Development. This Chapter does not authorize any person to charge a price greater than the amount authorized by Title 8 - Division 3 - Chapter 8.52, Rent Stabilization Ordinance.

8. Care Facilities. For a period of 30 days following that proclamation or declaration, it is unlawful for care facilities to increase the cost of care as advertised immediately prior to the proclamation or declaration of emergency, by more than 10 percent subject to the conditions set forth in subsection (C) of this section

9. Mobilehomes. For mobilehomes and mobilehome spaces rented to existing tenants at the time of the proclamation or declaration of emergency and subject

to the Mobilehome Rent Stabilization Ordinance of the Los Angeles County Code Title 8 - Division 3 - Chapter 8.57 are subject to the limitations set therein. For new tenants who enter into a rental agreement for a mobilehome space that is subject to the Mobilehome Rent Stabilization Ordinance but was not rented at the time of, or became vacant after, the proclamation or declaration of emergency, it is unlawful for any person to charge a rent in excess of the amount of rent last charged for a space in the same mobilehome park. For new tenants who buy a mobilehome located in an existing space in a mobilehome park that is subject to the Mobilehome Rent Stabilization Ordinance, it is unlawful for any person to charge a rent in excess of the amount of rent last charged for that space. This Chapter does not authorize any person to charge a price greater than the amount authorized by Title 8 - Division 3 - Chapter 8.57, Mobilehome Rent Stabilization Ordinance.

B. A business offering an item for sale at a reduced price immediately prior to the proclamation or declaration of the emergency may use the price at which it usually sells the item to calculate the price pursuant to subsections (A)(1) or (A)(24) of this Section.

C. For the pricing of goods and services, construction goods and services, ~~and hotel and motel rates, short term and vacation rentals and care facilities,~~ described in subsections (A)(1)-(A)(2), ~~and (A)(3)-(A)(4)-(A)(6) and (A)(8)~~ of this Section, a greater price increase is not unlawful if the person, ~~contractor, business, owner, operator or other entity~~ selling the goods or services can prove that the increase in price was directly attributable to additional costs imposed on it by the supplier of the goods, or

directly attributable to additional costs for labor, goods or materials used to provide the services, provided that in those situations where the increase in price is attributable to the additional costs imposed by the seller's or contractor's supplier or additional costs of providing the goods or services during the state of emergency, the price represents no more than 10 percent above the total of the cost to the seller or contractor plus the markup customarily applied by the seller or contractor for that good or service in the usual course of business immediately prior to the onset of the state of emergency. In addition, a greater price increase is not unlawful if an owner or operator of a hotel or motel, short term or vacation rental, or care facility can prove that the increase in price is due to seasonal adjustments in rates that are regularly scheduled, or to previously contracted rates, or if the increase in costs is attributable to the demand as a result of the declared emergency.

D. The provisions of this Section may be extended pursuant to California Penal Code section 396 (e) for additional 30-day periods by the Board of Supervisors, ~~or the California Legislature~~ if deemed necessary to protect the lives, property, or welfare of the citizens.

**SECTION 4.** Section 8.09.050 is hereby amended to read as follows:

**8.09.050 Reporting.**

Any person believing that a violation of this Chapter has been committed may file a complaint with the Department of Consumer and Business Affairs, ~~who~~ which shall have the authority to investigate the complaint consistent with Section 8.09.055 and if

determined that there is evidence of a potential violation of this Chapter, may forward the complaint to the County Counsel or District Attorney for prosecution.

**SECTION 5.** Section 8.09.055 is hereby added to read as follows:

**8.09.055 Administration, Document Retention, Investigation and Subpoena Power.**

A. The Department of Consumer and Business Affairs shall be responsible for the administration of this Chapter, including, but not limited to, investigation of complaints that a person has violated any provision of this Chapter and public education and outreach. Additionally, the Department of Consumer and Business Affairs shall be designated as the enforcement officer, as defined in subsection (B) of Section 1.25.020 of the County Code, responsible for final determination and imposition of administrative fines to be issued and for appearances before the administrative hearing officer as provided for in Chapter 1.25 of the County Code.

B. The Department of Consumer and Business Affairs may develop rules for the administration and implementation of this Chapter. A copy of such rules shall be filed with Executive Officer of the Board of Supervisors and shall be in effect immediately thereafter.

C. Upon the proclamation of a state emergency by the President of the United States or the Governor of California, or the declaration of a local emergency, all persons as identified in Section 8.09.030 (E) are required to retain business records, including, but not limited to, data regarding pricing of vital and necessary goods, for



three months prior to the declaration through three months after the declaration of the state and local emergency has been lifted.

D. Upon the proclamation of a state emergency by the President of the United States or the Governor of California, or the declaration of a local emergency declared pursuant to California Government Code section 8630 and the Los Angeles County Code Section 2.68.110, the Director of the Department of Consumer and Business Affairs shall have the authority to issue subpoenas for documents and to conduct examinations of persons as witnesses under Government Code section 25170 for the purpose of enforcing this Chapter and other consumer protection laws. This also includes the power to administer oaths pursuant to Government Code section 25057 and to take all actions necessary to enforce subpoenas, including but limited to reporting noncompliance thereof to the Superior Court.

**SECTION 6.** Section 8.09.060 is hereby amended to read as follows:

**8.09.060 Penalties and Enforcement.**

~~A. Any person who shall be convicted of violating the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$1,000 or by imprisonment in the County jail for not more than six months, or by both such fine and imprisonment.~~ The County Counsel or District Attorney may bring a civil action to seek imposition of civil penalties, obtain restitution and for any other appropriate legal or equitable relief in in any court of competent jurisdiction to enjoin violations of this Chapter.

B. ~~A violation of this Chapter is a violation of California Penal Code section 396, and shall constitute an unlawful business practice and an act of unfair competition within the meaning of section 17200 of the California Business and Professions Code. The remedies and penalties provided by this Section are cumulative with the remedies and penalties under section 396 of the California Penal Code, section 17200 of the California Business and Professions Code, and the remedies and penalties available under all other laws of this State. Any person who violates provisions of this Chapter shall be liable for a civil penalty not to exceed ten thousand dollars (\$10,000) per each violation.~~

C. ~~The Department of Consumer and Business Affairs shall be responsible for the administration of this Chapter, including, but not limited to, public education and outreach, and investigation of complaints that a person has violated any provision of this Chapter. Additionally, the Department of Consumer and Business Affairs shall be designated as the enforcement officer, as defined in subsection (B) of Section 1.25.020 of the County Code. , responsible for final determination and imposition of administrative fines to be issued and for appearances before the administrative hearing officer as provided for in Chapter 1.25 of the County Code. The Department of Consumer and Business Affairs shall also recommend rules governing this Chapter. Such rules shall be presented to the Board of Supervisors and shall become effective when approved by a majority vote of the Board. Any person who shall be convicted of violating the provisions of this Chapter shall be guilty of a misdemeanor and upon~~

conviction thereof shall be punished by a fine of not more than \$1,000 or by imprisonment in the County jail for not more than six months, or by both.

D. In addition to the penalties set forth in subsections A, B, and C, of this section, any person who violates any provision of this Chapter shall be subject to an administrative fine issued pursuant to Chapter 1.25 of this code. ~~The District Attorney shall be the enforcement officer responsible for prosecution of criminal charges pursuant to the California Penal Code Section 396.~~

~~E. The District Attorney, or the County Counsel with agreement of the District Attorney, may bring a civil action pursuant to California Business and Professions Code section 17206 to enforce this Chapter.~~

[CH809SKCC]

**Request to Review Price Gouging Protections for County Residents and Make Recommendations to Strengthen Consumer Protections During Declared States of Emergency**

On March 4, 2020, the Los Angeles County (County) Board of Supervisors (Board) and the Department of Public Health (Public Health) declared a local and public health emergency in response to the increased spread of the COVID-19 coronavirus across the country and throughout the County.

Numerous media outlets have recently reported price spikes for various items as a result of the coronavirus, including hand sanitizers, masks, and other supplies. Price gouging is prohibited and is governed by California Penal Code 396 and the County's Price Gouging Ordinance. For 30 days following the declaration of emergency, it is illegal for a person, contractor, or business to sell or offer to sell any food items or goods or services for a price of more than 10 percent above the price charged by that person or business immediately before the declaration of emergency was issued. ~~The County's Department of Consumer and Business Affairs (DCBA) has received consumer complaints regarding price gouging related to coronavirus.~~

The County's Department of Consumer and Business Affairs (DCBA) has been providing consumers and businesses with information regarding price gouging by conducting visits to businesses, ~~public service advertisements and announcements,~~ advertising, and creating a consumer-focused web page dedicated to providing educational resources on the coronavirus. It is imperative that the County takes all reasonable and necessary steps to protect consumers from price gouging during declared states of emergency such as the coronavirus and evaluate consumer protection ordinances to ensure consumers are adequately protected in times of emergency related to disease.

Since the County declared a local and public health emergency on March 4, 2020, DCBA has received hundreds of consumer complaints of price gouging by various businesses, and DCBA expects this number to increase due to high demand, evidence of hoarding of supplies for resale, and the scarcity of the essential items during this ongoing declared emergency. Consumers have also complained of various scams and false and misleading claims relating to the COVID-19 coronavirus, including but not limited to untested miracle cures and drugs that can prevent infection. In this unprecedented crisis, DCBA's ability to fully investigate these price gouging allegations and false and misleading claims has been severely hindered by the extremely large number of complaints, and the challenges of obtaining relevant business records.

In light of these challenges, authority to subpoena businesses and persons to provide records and sworn testimony is critical to enhance DCBA's ability to investigate the price gouging complaints and refer them to the appropriate governmental agency for potential criminal or civil action. DCBA is partnering with the District Attorney, County Counsel, and the Los Angeles City Attorney on a price gouging task force. Delegating the Board's subpoena power during the ongoing declared County local and public health COVID-19 emergency will enable the County to protect consumers from predatory price gouging, scams, and false and misleading claims related to COVID-19.

The County's price gouging ordinance (County Code section 8.09.030 (D)) and California Penal Code section 396(e) provide that the 30-day period following a declared local emergency during which price increases of more than 10 percent are prohibited, can be extended for additional 30-day periods by the Board. Because DCBA continues to

receive price gouging complaints, and to protect consumers, it is necessary to extend the prohibition on price increases in 30-day increments for so long as the local and public health emergency declared by this Board remains in effect.

**I THEREFORE, MOVE THAT THE BOARD OF SUPERVISORS:**

1. Instruct the Director of the Los Angeles County (County) Department of Consumer and Business Affairs (DCBA) and County Counsel, to review existing ~~consumer price gouging~~ protections, ~~regarding price gouging and any issues pertaining to the County's ability to enforce consumer protection law during declared states of emergency, including but not limited to diseases such as coronavirus,~~ for County consumers and to report back to the Board of Supervisors (Board) with recommended improvements, including recommended changes to existing Los Angeles County ordinances, within 30 days.
2. Delegate its power and authority to issue subpoenas and to order and conduct examinations of persons as witnesses under Government Code section 25170 to the Director of DCBA for the purpose of investigating and supporting enforcement actions, to protect County residents from price gouging and scams related to COVID-19 for as long as the County's declared local and public health emergency due to COVID-19 continues. This delegation is made pursuant to Government Code section 53060.4 and all applicable legal authorities, and includes the delegated power to administer

oaths pursuant to Government Code section 25057, and to take all actions necessary to enforce the subpoenas, including but not limited to reporting noncompliance thereof to the superior court.

3. The protections in County Code chapter 8.09 prohibiting price gouging in time of emergency are hereby extended and will continue in thirty (30) day periods so long as the Declaration of Local and Public Health Emergency by the Board remains in effect. The Board finds that this extension is necessary because complaints of price gouging are continuing, and have been increasing, and such an extension will protect the lives, property, and welfare of the residents of the County.

# # #

(CG)



BOARD OF SUPERVISORS

Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

---

## COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS

---

*"To Enrich Lives Through Effective and Caring Service"*



Joseph M. Nicchitta  
Director

Joel Ayala  
Chief of Staff

Rafael Carbajal  
Chief Deputy

April 30, 2020

To: Supervisor Kathryn Barger, Chair  
Supervisor Hilda L. Solis  
Supervisor Mark Ridley-Thomas  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn

From: Joseph M. Nicchitta  
Director

### **REPORT ON RECOMMENDATIONS FOR STRENGTHENING CONSUMER AND PRICE GOUGING PROTECTIONS DURING DECLARED STATES OF EMERGENCY (ITEM NO. 25, AGENDA OF MARCH 31, 2020)**

#### **Background**

On March 31, 2020, your Board directed the Director of the Department of Consumer and Business Affairs (DCBA), in collaboration with County Counsel, to review existing consumer protections concerning price gouging and any issues pertaining to the County's ability to enforce consumer protection laws during declared states of emergency, including but not limited to infectious diseases such as coronavirus, and report back to your Board with recommended improvements, including recommended changes to existing Los Angeles County (County) ordinances, within 30 days.

#### **Actions Taken to Respond to Price Gouging Complaints**

On March 4, 2020, your Board and the Department of Public Health (Public Health) declared a local and public health emergency in response to the increased spread of COVID-19 across the County and country. Following the declaration of emergency, consumers began submitting complaints concerning price spikes for various essential items such as sanitizers, personal protective equipment, canned goods, toilet paper, bottled water, and other items.



In response to the reported price increases, DCBA immediately deployed staff to conduct educational visits to retail businesses, such as grocery stores, pharmacies, corner markets, and gas stations, in all supervisorial districts to ensure businesses were aware of price gouging regulations. Additionally, DCBA documented the prices of essential goods at those businesses to establish a baseline price point should there be reports of exorbitant price increases for essential goods during the COVID-19 public health emergency.

Further, DCBA began tracking and memorializing allegations of price gouging reported by consumers through various forums such as social media, online through DCBA websites, and referrals by local, state, and federal agencies. To date, DCBA has received over 1,100 allegations of price gouging through various sources, including 137 referrals from other investigative agencies.

DCBA and County Counsel have joined the Los Angeles Price Gouging Task Force in collaboration with the Los Angeles County District Attorney's office and the Los Angeles City Attorney. The Task Force members are sending warning letters to dozens of businesses and continues to investigate numerous price gouging complaints. The Task Force is also collaborating with the Attorney General on price gouging investigations involving businesses located in multiple jurisdictions. DCBA also provides the results of its investigations to Task Force members for prosecution.

Working with County Counsel, DCBA is preparing to send administrative subpoenas to several businesses in unincorporated Los Angeles County where there are credible complaints of price gouging.

Additionally, DCBA is developing a mobile app to simplify public reporting of price gouging issues. The app will allow consumers to file price gouging complaints on the spot through the app's core features, which include initiating a report, photo upload and submission, and notifications from DCBA. In addition, the app will allow consumers to check the status of their complaint. DCBA anticipates the app will be ready for launch by mid-May.

### **Recommended Changes to the County Price Gouging Ordinance**

After reviewing the County's ordinance prohibiting price gouging during declared states of emergency, Los Angeles County Code Chapter 8.09, and based on DCBA's experience responding to price gouging allegations during this declared state of emergency and previous emergencies, including the Woolsey Fire in November and December of 2018, the following enhancements would ensure consumers are better protected during periods of disaster:

- Expanding prohibited price gouging to include selling goods or services at unconscionably excessive prices, even if the seller was not selling those goods or services prior to the declared emergency;

- Prohibiting price gouging in the rental of short-term and vacation rentals, home and apartment rentals, and care facilities;
- Authorizing the Director of DCBA to issue administrative subpoenas to investigate price gouging complaints and scams during declared emergencies, which is necessary to ensure access to documentation exclusively in the possession of retailers and others whose conduct is subject to the price gouging ordinance;
- Prohibiting modification of refund or cancellation policies during a declared emergency;
- Increasing penalties for violations of the ordinance;
- Requiring document retention for businesses selling vital and necessary goods and services during a declared emergency; and
- Clarifying the authority of County Counsel to enforce violations of the price gouging ordinance.

County Counsel is preparing ordinance amendments to implement the above recommendations and anticipates finalizing a draft of the ordinance for the Board's consideration within 30 days.

### **State Legislation**

State Senate Bill (SB) 1196 (Umberg) would amend the State's price gouging law to to prohibit unconscionable price increases of essential goods and services during declared states of emergency, even if the price increases do not meet the traditional definition of price gouging. These amendments are consistent with DCBA's recommendations. DCBA, County Counsel, and the CEO's legislative affairs team are tracking this legislation to ensure that there is no contradiction or conflict with the local ordinance.

Should you have any questions concerning this matter, please contact me or Rafael Carbajal, Chief Deputy Director, at (213) 974-0834 or [rcarbajal@dcba.lacounty.gov](mailto:rcarbajal@dcba.lacounty.gov), or Maggie Becerra, Deputy Director, at (213) 974-9677 or [mbecerra@dcba.lacounty.gov](mailto:mbecerra@dcba.lacounty.gov).

JMN:RC  
MB:RB:rv

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