



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: January 22, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

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

1. **Call to order – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
APPROVE AMENDMENT NO. 5 TO AGREEMENT NO. 78227 FOR
ELECTRONIC PERMITTING AND INSPECTION COUNTY OF
LOS ANGELES SYSTEM
DRP – Dennis Slavin, Chief Deputy Director
TTC – Elizabeth Ginsberg, Assistant Treasurer and Tax Collector
 - B) Board Letter:
SOLE SOURCE EXTENSION FOR AUTOMATED CASE MANAGEMENT
SYSTEMS AGREEMENT
DPH – Mario Perez, Director of DPH/DHSP, David Cardenas, DCIO, and
Lauren Dunning, Director Government Affairs
COCO – Michael Owens, Deputy County Counsel
 - C) Board Letter:
MASTER AGREEMENTS FOR AS-NEEDED MINIMUM WAGE
OUTREACH AND EDUCATION SERVICES
DCBA – Albert Navas, Administrative Deputy
3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **NOTICE OF CLOSED SESSION:**

CS-1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Paragraph (2) of subdivision (d) of Government Code Section 54956.9)
Significant exposure to litigation (one case).

5. **Public Comment**

(2 minutes each speaker)

6. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

(5 minutes)

Board Memo:

REPORT BACK ON COUNTY FLEET VEHICLE PURCHASING
RESTRICTIONS

Presentation:

JOC CONSTRUCTION PROJECT MANAGEMENT

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	1/22/2020	
BOARD MEETING	2/11/2020	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Regional Planning	
SUBJECT	AMENDMENT TO AGREEMENT NUMBER 78227 FOR ELECTRONIC PERMITTING AND INSPECTION COUNTY OF LOS ANGELES SYSTEM	
PROGRAM	EPIC-LA Amendment No. 5 for TTC	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: On February 13, 2018, the Board instructed the CEO, TTC and CIO to approve a contract amendment to expand the existing Contract to include business licensing and registration as part of the EPIC-LA system.	
DEADLINES/ TIME CONSTRAINTS	The current agreement with Tyler Technologies expires on June 23, 2020.	
COST & FUNDING	Total cost: \$3,565,362	Funding source: Various Operating Budgets
	TERMS (if applicable): Three years, plus two optional one-year extensions.	
	Explanation: Ongoing costs will be included in various operating budgets for subsequent years.	
PURPOSE OF REQUEST	Amend EPIC-LA contract to include TTC's business licensing and registration workflow and to continue system maintenance through the end of the contract term.	
BACKGROUND (include internal/external issues that may exist)	<p>As part of the Business License application process, the TTC is required to refer business applications to other County departments for review and approval. The referral process is not automated and does not facilitate tracking. As a result, information sharing between the TTC and partner departments is inefficient and time-consuming.</p> <p>The TTC's migration onto the EPIC-LA platform will modernize and increase the overall effectiveness and efficiency of the County's business licensing functions governed by Los Angeles County Code by leveraging the enhanced functionality and improved integration with other County departments.</p>	
DEPARTMENTAL AND OTHER CONTACTS	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Name, Title, Phone # & Email:</p> <p>ELIZABETH GINSBERG Assistant Treasurer and Tax Collector eginsberg@ttc.lacounty.gov (213) 974-2077</p> </div> <div style="width: 45%;"> <p>DENNIS SLAVIN Chief Deputy Director, Regional Planning dslavin@planning.lacounty.gov (213) 974-6405</p> </div> </div>	



Los Angeles County Department of Regional Planning

Planning for the Challenges Ahead



Amy J. Bodek, AICP
Director of Regional Planning

Dennis Slavin
Chief Deputy Director,
Regional Planning

February 11, 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:

**APPROVE AMENDMENT TO
AGREEMENT NUMBER 78227 FOR ELECTRONIC PERMITTING AND INSPECTION
COUNTY OF LOS ANGELES SYSTEM
(ALL DISTRICTS) (3-VOTES)**

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

SUBJECT

Joint recommendation by the Department of Regional Planning (DRP) and the Treasurer and Tax Collector (TTC) that the Board approve Amendment No. 5 (Amendment) to the Electronic Permitting and Inspections County of Los Angeles (EPIC-LA) System Agreement No. 78227 (Agreement) with Tyler Technologies, Inc. (Contractor), to expand the County's software license to accommodate TTC.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board of Supervisors (Board) to sign the attached Amendment (Attachment II) to Agreement No. 78227 with Contractor to: (a) expand the use of EPIC-LA to incorporate workflows from TTC and continue maintenance costs; (b) to increase the maximum Contract Sum by \$3,565,362 from \$14,292,265 to \$17,857,627 which includes a contingency amount of \$57,233 for unforeseen additional work within the scope of this Amendment; and (c) extend the current term of the Agreement by an additional three years to June 23, 2023, with two optional years for a maximum Contract Term to June 23, 2025.

2. Delegate authority to the Director of Regional Planning (Director), or her designee, to approve and execute Amendments or Change Notices to incorporate changes to the Agreement within the scope-of-work and the maximum Contract Sum of \$17,857,627.
3. Delegate authority to the Director, or her designee, to terminate the Agreement if, in the opinion of the Director, it is in the best interest of the County of Los Angeles (County).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 24, 2014, the Board approved the original agreement with the Contractor for DRP to implement EPIC-LA. In 2015, the County retained an independent third-party consultant, Gartner, Inc., to assess EPIC-LA and determine whether it was the appropriate technology to comprehensively support other County departments involved in the land entitlement process. The report concluded that the proposed amendments to add County departments would be appropriate and cost-effective. The Board subsequently approved further amendments (Amendments 1-4) to expand EPIC-LA to incorporate operational processes for the Department of Public Works (DPW), Department of Parks and Recreation (DPR), and the Consolidated Fire Protection District (Fire District).

On February 13, 2018, the Board instructed the Chief Executive Office (CEO), TTC, and the Chief Information Office (CIO) to submit a Board letter for approval of a contract amendment to expand the existing Contract to include business licensing, registration, and data collection as part of the EPIC-LA platform. On October 25, 2018, TTC, in consultation with the Department of Consumer and Business Affairs (DCBA) to engage and connect businesses to County services, submitted a report back to the Board that outlined TTC's proposed use of the EPIC-LA platform for online applications and data collection.

TTC's proposed inclusion in the EPIC-LA platform is necessary since TTC seeks to replace its legacy Business License System, which is based on an application process that is mostly paper-based and outdated. As part of the Business License application process, TTC is required to refer business applications to other County departments for review and approval. The referral process is not automated and does not facilitate tracking. As a result, information sharing between the TTC and partner departments is inefficient and time-consuming.

TTC also registers business owners or individuals operating as Transient Occupancy Tax (TOT) operators, issues TOT Certificates and collects tax payments. TTC determines if a Business License is also needed.

The TTC's migration onto the EPIC-LA platform will modernize and increase the overall effectiveness and efficiency of the County's business licensing functions governed by

Los Angeles County Code by leveraging the enhanced functionality and improved integration with other County departments. The proposed Amendment will:

- Allow for an online application process and online payment processing.
- Allow for more accurate, efficient, and comprehensive data collection.
- Allow for the migration of the paper-based and outdated business licensing process onto the EPIC-LA platform.
- Allow staff to create cases remotely while in the field and to document enforcement case activity.
- Allow for a unified framework to streamline data sharing with other departments that are also on the EPIC-LA platform.
- Allow for more efficient and effective workflow management with referral departments.

The one-time cost of adding TTC's business licensing and registration process to EPIC-LA in this amendment is \$572,330. The amendment also includes the TTC's share of ongoing maintenance of the system through June 2025 at a cost of \$386,180.

Along with adding TTC's process to EPIC-LA, on-going maintenance costs through the end of the Contract Term are included as part of the Amendment.

The timeline of EPIC-LA implementations is shown in Attachment I.

Implementation of Strategic Plan Goals

The approval of this Amendment is consistent with the County Strategic Plan Strategy III.2, Embrace Digital Government for the Benefit of Our Internal Customers and Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

This Amendment will increase the Contract Sum of the Agreement by \$3,565,362, from \$14,292,265 to \$17,857,627, and includes TTC's share of \$958,510: \$572,330 one-time cost component for implementation, licenses, and travel expenses, \$57,233 for contingency, and a total of \$328,947 for ongoing maintenance costs. Funding is available in TTC's Fiscal Year 2019-2020 operating budget. Ongoing costs will be funded through TTC's business license program fees.

The total ongoing costs of \$2,606,852 through the end of the Contract term are funded by the Departments as follows:

- DRP and DPR are funded by Net County Cost.
- DPW and the Fire District are funded with revenue from building permits and fire prevention fees, respectively.

Each Department's maintenance costs are included in the Consolidated Fee Schedule (Page 67 of Attachment II, Exhibit A-4, Attachment A-4.1).

Sufficient appropriation is available in each of the Department's Fiscal Year 2019-2020 operating budgets. Funds required for ongoing costs for DRP and DPR will be included in their budget requests for subsequent years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

- The initial Agreement to implement DRP's portion of EPIC-LA provided a two-year term beginning June 24, 2014, and ending June 23, 2016, with two one-year renewal options.
- On November 24, 2014, DRP executed Amendment No. 1 to clarify language in the Agreement with no change to the Statement of Work, Contract Sum, or Contract Term.
- On August 4, 2015, your Board approved Amendment No. 2 to include DPW, providing a two-year base Contract Term extension ending June 23, 2018, with two one-year extensions thereafter and increasing the contract amount by \$8,932,801.
- On November 22, 2016, your Board approved Amendment No. 3 to include DPR and increasing the contract amount by \$291,400.
- On June 19, 2018, your Board approved Amendment No. 4 to include Fire District, providing a two-year base Contract Term extension ending June 23, 2020, with two one-year extensions thereafter, and increasing the contract amount by \$2,732,756.
- The proposed Amendment No. 5 (Attachment II) will extend the base Contract Term by three years to June 23, 2023, with two one-year extensions thereafter, and will become effective upon the date of execution by all parties and increase the contract amount by \$3,565,362.

The Amendment updates the terms of the contract to include all applicable Board-mandated provisions, including those pertaining to the Method of Payment for County Contractors, Vendors, and Other Payees; the Fair Chance Employment Policy; and the County Policy of Equity.

The CIO has reviewed the Amendment and recommends approval. The CIO Analysis is attached (Attachment III). The Governance Committee has reviewed and approved the TTC's Statement of Work.

CEO Risk Management staff and County Counsel have reviewed the Amendment and determined that the provisions do not increase the County's risk exposure nor reduce the Contractor's performance obligations under this Agreement. County Counsel has reviewed and approved the Amendment as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Amendment for EPIC-LA will enhance our customers' experience by providing a more effective and efficient business license and registration process. The Contractor is dedicating additional resources to assist the TTC and there will be no negative impact to the DRP, DPW, DPR, or Fire District projects.

Respectfully submitted,

AMY J. BODEK, AICP
Director of Regional Planning

KEITH KNOX
Treasurer and Tax Collector

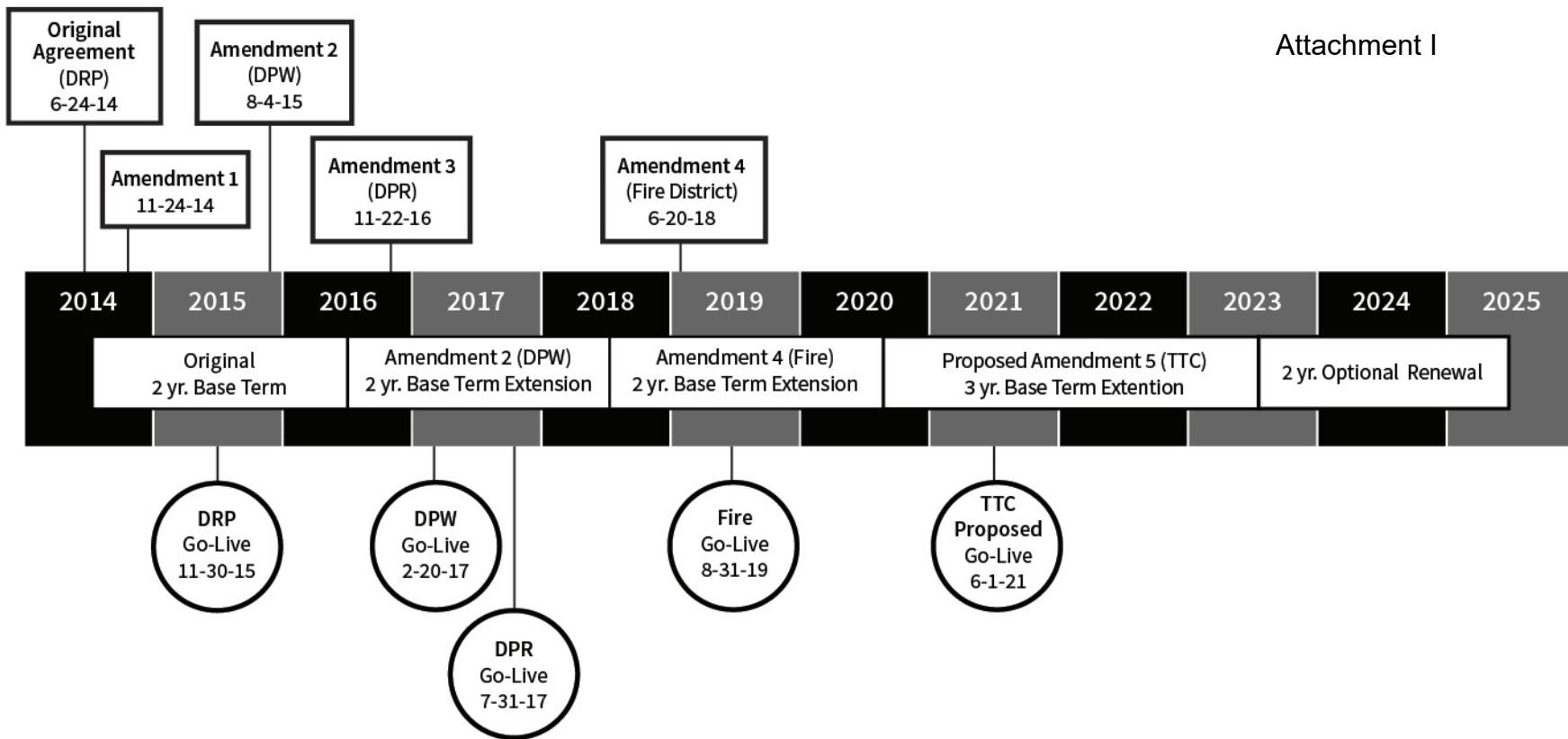
Reviewed by:

William S. Kehoe
Chief Information Officer

KK:NK:MY:lac

Enclosures (3)

c: Chief Executive Office
Chief Information Office
County Counsel
Executive Office, Board of Supervisors
Fire District
Parks and Recreation
Public Health
Public Works



Consolidated Fee Schedule for DRP, DPW, DPR, Fire, and TTC														
		Base Term Year										Optional Year		Total
DRP:	Fee Component	One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	
	License	\$ 709,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 709,999
	Implementation Services	\$ 656,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,472
	Training Certifications	\$ 3,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,998
	Maintenance & Support Services	\$ -	\$ -	\$ 132,000	\$ 135,960	\$ 140,039	\$ 145,641	\$ 151,467	\$ 159,040	\$ 166,992	\$ 175,342	\$ 184,109	\$ 193,314	\$ 1,583,903
	Annual Subscriptions	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 550,000
	Estimated Travel Expense	\$ 78,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,540
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,300
DRP Contract Total		\$ 1,449,009	\$ 50,000	\$ 182,000	\$ 185,960	\$ 190,039	\$ 195,641	\$ 201,467	\$ 209,040	\$ 216,992	\$ 225,342	\$ 234,109	\$ 243,314	\$ 3,795,212
		One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Total
DPW:	License	\$ 1,944,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,944,991
	Implementation Services	\$ 3,755,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,755,280
	Training Certifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Maintenance & Support Services	\$ -	\$ -	\$ -	\$ 350,098	\$ 360,601	\$ 375,025	\$ 390,026	\$ 409,527	\$ 430,004	\$ 451,504	\$ 474,079	\$ 497,783	\$ 3,738,647
	Annual Subscriptions	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 450,000
	Estimated Travel Expense	\$ 443,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443,700
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 781,972
DPW Contract Total		\$ 6,143,971	\$ -	\$ -	\$ 400,098	\$ 410,601	\$ 425,025	\$ 440,026	\$ 459,527	\$ 480,004	\$ 501,504	\$ 524,079	\$ 547,783	\$ 11,114,590
		One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Total
DPR:	License	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
	Implementation Services	\$ 175,876	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,876
	Training Certifications	\$ 20,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,400
	Maintenance & Support Services	\$ -	\$ -	\$ -	\$ -	\$ 6,930	\$ 7,207	\$ 7,495	\$ 7,870	\$ 8,264	\$ 8,677	\$ 9,111	\$ 9,566	\$ 65,121
	Annual Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Estimated Travel Expense	\$ 17,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,491
DPR Contract Total		\$ 243,276	\$ -	\$ -	\$ -	\$ 6,930	\$ 7,207	\$ 7,495	\$ 7,870	\$ 8,264	\$ 8,677	\$ 9,111	\$ 9,566	\$ 334,887
		One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Total
Fire:	License	\$ 224,492	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 224,492
	Implementation Services	\$ 550,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,150
	Training Certifications	\$ 64,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,600
	Maintenance & Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,409	\$ 42,025	\$ 44,127	\$ 46,333	\$ 48,650	\$ 51,082	\$ 53,636	\$ 326,262
	Annual Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 350,000
	Estimated Travel Expense	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,924
Fire Contract Total		\$ 889,242	\$ -	\$ -	\$ -	\$ -	\$ 90,409	\$ 92,025	\$ 94,127	\$ 96,333	\$ 98,650	\$ 101,082	\$ 103,636	\$ 1,654,428
		One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Total
TTC	License	\$ 254,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,990
	Implementation Services	\$ 222,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222,140
	Training Certifications	\$ 61,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,200
	Maintenance & Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,099	\$ 54,808	\$ 57,548	\$ 60,426	\$ 63,447	\$ 66,619	\$ 328,947
	Annual Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Estimated Travel Expense	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,000
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,233
TTC Contract Total		\$ 572,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,099	\$ 54,808	\$ 57,548	\$ 60,426	\$ 63,447	\$ 66,619	\$ 958,510
Combined DRP, DPW, DPR, Fire, and TTC Totals		\$ 9,297,828	\$ 50,000	\$ 182,000	\$ 586,058	\$ 607,570	\$ 718,282	\$ 767,112	\$ 825,372	\$ 859,141	\$ 894,598	\$ 931,828	\$ 970,919	\$ 17,857,627

3% increase

4% increase

5% increase

retaining the optional two one-year extension terms.

WHEREAS, pursuant to the County's Request for Proposals for the PALMS Implementation Project titled RFP-DRP-1013, the County's Department of Treasurer and Tax Collector (TTC) seeks to expand the County's license of the Application Software to new Users, as defined in this Amendment No. 5, and to purchase Services for the benefit of the TTC, all on the terms set forth in the Agreement and customized as necessary herein to the TTC;

WHEREAS, it is also the intent of the parties hereto to amend the Agreement to add and amend other definitions and provisions to the Agreement, and

WHEREAS, the Agreement provides a process for Amendments.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment No. 5 shall become effective upon date of execution by all parties ("Amendment No. 5 Effective Date").
2. All defined terms set forth herein shall have the meaning set forth in the Agreement, unless specifically defined otherwise.
3. For the purposes of this Amendment No. 5, all rights extended to the Department of Regional Planning ("DRP") in the Agreement shall also be extended to the TTC, as set forth herein. Unless expressly stated otherwise, all provisions of this Amendment No. 5 shall apply only to TTC.
4. The term "Business Day" (Agreement, Paragraph 2 (Definitions), subparagraph 2.13) shall mean Monday through Friday, excluding County or Contractor observed holidays, unless stated otherwise herein.
5. The term "Implementation Services" (Agreement, Paragraph 2 (Definitions), subparagraph 2.29) shall mean those Services to be provided to the TTC by Contractor as part of the Application Software implementation for the Users added via this Amendment No. 5, as further outlined in Exhibit A-4 (Statement of Work – Treasurer and Tax Collector), and detailed in Attachments A-4.1 through A-4.8 and Exhibit C-5 (Pricing and Payment Schedule - TTC).
6. The term "Project Schedule" (Agreement, Paragraph 2 (Definitions), subparagraph 2.40) shall mean the estimated timeline for the delivery of Implementation Services

to TTC, set forth in Exhibit D-4 (Project Schedule – TTC).

7. "Reviewing Agencies" (Agreement, Paragraph 2 (Definitions), subparagraph 2.42) shall mean those County agencies who, in the normal course of business, have the need to access and/or review the permitting and inspection records that are generated by, or originate from, the DRP, the DPW, DPR, the District, TTC, or the Contract Cities using the Application Software.
8. Subparagraph 4.6 (Access to County Facilities) shall mean:

Contractor, its employees and agents may be granted access to TTC's facilities, with prior notification to County's Project Manager, for the purpose of performing Work. Access shall be restricted to County's normal business hours (7 AM – 5 PM PST Monday through Friday). Access outside those hours must be approved in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy or other property rights in County facilities. Contractor shall provide each member of Contractor staff performing Work at a County facility with a photo identification badge bearing the Contractor logo and the Contractor staff name. Contractor staff shall maintain these badges on their person at all times when performing work at a County facility, and shall be accompanied by County personnel at all times, unless otherwise approved by County's Project Manager.
9. Subparagraph 11.9 of the Agreement (Version Control) shall apply to DRP, DPW, DPR, the District, and the TTC.
10. "Users" (Agreement, Paragraph 2 (Definitions), subparagraph 2.54) shall mean the County's authorized users at the TTC and Reviewing Agencies who are authorized to access or use the Application Software pursuant to the Agreement and this Amendment No. 5. However, should the TTC transfer its operations that benefit from this Agreement and Amendment No. 5 to another County department, the County may execute a Change Notice to substitute that new department for the TTC as a User for purposes of this Agreement and Amendment No. 5.
11. Subparagraph 7.1 of the Agreement (Initial Term), shall be replaced by the following provision, applicable to DRP, DPW, DPR, the District, and the TTC.

The term of this Agreement shall commence on the Effective Date and shall expire nine (9) years thereafter (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

12. Subparagraph 8.1 of the Agreement (Contract Sum) shall be replaced by the following and shall apply to DRP, DPW, DPR, the District, and the TTC:

The Contract Sum under this Agreement shall be the total fees payable by County to Contractor for supplying all the Application Software, Services and any Third Party Products. The Contract Sum authorized by County hereunder shall not exceed seventeen million eight-hundred fifty-seven thousand six hundred and twenty-seven dollars (\$17,857,627) as further detailed in Exhibits C-1, C-2, C-3, C-4 and C-5 (Pricing and Payment Schedules – DRP, DPW-BSLD, DPR, the District, and TTC), unless the Contract Sum is modified pursuant to a duly approved Amendment pursuant to subparagraph 5.3.

13. Exhibit A-4 (Statement of Work – Treasurer and Tax Collector; Attachment A-4.1 (Project Plan – TTC); Exhibit C-5 (Pricing and Payment Schedule – TTC); and Exhibit D-4 (Project Schedule – TTC) are each added to the Agreement and incorporated by reference as if fully set forth therein, as set forth in this Amendment No. 5.
14. An Exhibit E-4 (Administration of Agreement – TTC) shall be prepared during kick-off of the TTC Implementation Services, as set forth in subparagraph 4.1 of the Agreement.
15. Contractor's obligations pursuant to this Amendment No. 5 are contingent upon County's payment to Contractor of the fees set forth in Exhibit C-5 (Pricing and Payment Schedule – TTC) and invoiced by Contractor.
16. As of the Amendment No. 5 Effective Date, the parties agree that the total number of TTC Users shall not regularly or meaningfully exceed the named user counts set forth in Exhibit C-5.
17. For the avoidance of doubt, pursuant to this Amendment No. 5, Contractor agrees that the License provided in Paragraph 11 (License) of the Agreement extends to the Users defined in this Amendment No. 5, at the rates set forth in Exhibit C-5. In addition, Contractor will provide Maintenance and Support Services to TTC and the Users defined herein on the terms set forth in Exhibit B (Maintenance and Support) to the Agreement and at the prices set forth in Exhibit C-5 to this Amendment No. 5.
18. For the sake of clarity and consistency, with respect to the Agreement and all amendments thereto, the following forms shall serve as templates for the

transactions considered by the nature of each of the following: Acceptance Sign Off Form (Attachment A-4.1, Exhibit F, Schedule 1), Change Order Request Form (Attachment A-4.1, Exhibit F, Schedule 2), and Custom Programming Request Form (Attachment A-4.1, Exhibit F, Schedule 3).

19. So long as the County remains current on Maintenance and Support Fees, Contractor will provide the County with five (5) complimentary passes to Contractor's annual user conference. Travel fees and related expenses are the responsibility of the County.
20. Contractor warrants that the pricing extended to County pursuant to this Amendment No. 5 is the most competitive Contractor pricing for entities of similar size and circumstance to the County purchasing the License rights and Services set forth in this Amendment No. 5.
21. The following provision shall be added to the Agreement as Paragraph 65:

Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 65.1 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 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).
- 65.2 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.
- 65.3 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 agreement with respect to those payments.
- 65.4 At any time during the duration of the Agreement, 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.

22. The following provision shall be added to the Agreement as Paragraph 66:

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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

23. The following provision shall be added to the Agreement as Paragraph 67:

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.

24. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment No. 5.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director for the Department of Regional Planning and the Treasurer and Tax Collector of Los Angeles County, and Contractor has caused this Amendment to be subscribed on its behalf by its duly authorized officer, the day, month and year first above written.

//

SIGNATURES FOLLOW

COUNTY OF LOS ANGELES

By _____
Kathryn Barger
Chair of the Board of Supervisors

By _____
Director of Regional Planning

By _____
Treasurer and Tax Collector

TYLER TECHNOLOGIES, INC.
Contractor

Signature

By _____
Printed Name

Title _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Michael Owens
Deputy County Counsel

Exhibit A-4
Statement of Work
Treasurer and Tax Collector

The following principles and documented processes are substitutions for Paragraph 1.1 for the Department of the Treasurer and Tax Collector's (TTC's) Statement of Work, provided as Exhibit A-4 to the Agreement.

1.1 – PURPOSE

The purpose is to modernize and increase the overall effectiveness and efficiency of the County's business licensing, registration and/or certification functions governed by Los Angeles County Code.

A. BACKGROUND

Under the County of Los Angeles (County) charter, the Treasurer and Tax Collector is the County's de facto license issuer. Therefore, the TTC administers the County's Business License Program, which is codified in Title 7 of the County Code, and requires certain businesses that conduct activities that could impact the health, safety, or welfare of the public and are located in the unincorporated area of the County or in the contract cities of Malibu, Santa Clarita, or Westlake Village, obtain a County Business License prior to conducting that activity. Under Title 7, the TTC currently issues Business Licenses for 110 business activities. Attached is the list of business activities and the referral approval workflow (Attachment A-4.2). Currently, the TTC issues approximately 8,000 Business Licenses on an annual basis.

Some businesses may require more than one Business License. All Business License applications require the applicant to pay a non-refundable flat rate application fee. The TTC may grant some Business Licenses upon payment of the fee, while others may require the approval of other County departments (e.g., the Fire Department, Sheriff's Department, Department of Health Services, and/or Department of Regional Planning) and/or a hearing before the Business License Commission. Attached is a sample referral approval workflow for Business License (Attachment A-4.3).

In the future, the TTC may also register and issue a Registration Certificate to businesses operating within the unincorporated areas of the County. If a business holds a Business License, it will not need to hold a Registration Certificate.

The TTC also registers business owners or individuals operating a hotel, motel, boarding house, or short-term rental as Transient Occupancy Tax (TOT) operators and issues TOT Certificates. The TTC staff reviews TOT applications to determine if a Business License is also needed.

The current Business License System (BLS) and TOT process is outdated, the application process is paper-based, and the system does not allow business owners to apply online.

B. SCOPE OF WORK

The TTC seeks a new system (System) to manage workflow for issuing Business Licenses, Registration Certificates, and/or TOT Certificates (collectively referred to as "Program Certificates"), to capture enforcement case activity, and to allow for online payments.

General Functionality Requirements

- The System shall provide a mobile friendly, web-based portal, to allow business owners to create an account, complete an application, submit documents, and pay the required fee online.
- The System shall allow County staff to enter applications while in the field, in the company of an applicant. Additionally, County staff shall be able to upload photos, diagrams and documents while in the field. The data fields on the application shall be flexible and customizable for the purpose of capturing all relevant business data.
- The System shall have the capability to assign a business identification number to each new application for a Program Certificate or as an enforcement case.
- The System shall interface with the County's GIS layer to validate addresses.
- The System shall have the capability to establish primary key indexes such as situs address or Assessor's Identification Number of the business location. A unique identifier for itinerant businesses, which do not have a situs or Assessor's Identification Number, shall be created to prevent the creation of duplicate records.
- The System shall have the capability to list all Program Certificates issued by established primary key indexes. Additionally, after a Program Certificate process has started, the applicant shall be able to view/access real-time status updates online.
- The System shall have the capability to generate an audit trail of all transactions by staff person, date, and time.
- The System shall have data archiving capability based on five years after the Program Certificate has expired or five years after an enforcement case is closed.
- The System shall require a tiered approval process to make any changes to the fee table or to issue a Program Certificate.

Payments and Accounting

- The System shall have the capability to allow Applicants/Licensees/Registrants to apply online and pay online via credit cards, debit cards, and eCheck.

- The System shall have the capability to interface with County approved third party payment processors and cashiering gateways.
- The System shall have the capability to post payments to specific accounts, establish links for viewing supporting documents, and allow users to process adjustments or issue refunds related to any payment exceptions (over, under or unapplied payments) or other required adjustments, and retain historical payment information that can be accessed by County staff when necessary.
- The System shall have the capability to maintain a fee table for Business Licenses, Registration Certificates, and associated violations based on a designated fixed flat fee and fine schedule and be able to distribute collected fees to different trust funds. In addition, two levels of approvers shall be required to add, remove or update fees, fines, or to calculate penalties.
- Business owners or individuals operating a hotel, motel, boarding house, or short-term rental are also required to remit TOT to the County on a monthly basis, the amount of which is based on a set percentage of rents charged to transient guests. The System shall allow the business owner to complete the monthly TOT reporting form online and submit TOT payment online.
- The System shall have the capability to post payments to the TOT trust fund and log the payment date and amount in the Operator's account.
- The System shall also allow TTC staff users to process adjustments, assess penalties and interest, and issue refunds.
- The System shall interface with the Electronic Countywide Accounting and Purchasing System (eCAPS), the County's accounting system, to post fees, fines, taxes, penalties and interest.

Referral Workflow

- The System shall have the capability to workflow referral requests between County departments using the System requesting approval/denial of the issuance of a Program Certificate, as well as send email notifications of requests.
- The System shall also have the capability to disseminate escalated enforcement cases or complaints received from constituents to County departments (e.g., email notifications).
- For County departments not using the System, the System shall be able to create and email an electronic referral as an encrypted file or make the referral available for download. County departments may download files using a secure FTP site, which can occur outside of the System, or by a means acceptable to the TTC.
- The System shall allow County staff to edit the referral with pertinent information including approval/denial and justification and workflow back to the TTC or via an encrypted file.

Enforcement

- The System shall have mobile-enabled applications tailored for field inspections that allow inspectors to create an enforcement case file regardless of whether or not there is an issued Program Certificate.
- The resulting enforcement case should be linkable to a Program Certificate number (once one is available), in order to ensure there is a history of enforcement case activity, including case activity notes and notices issued.
- The System shall have the ability to allow the TTC staff to enter, track, set reminders, and monitor enforcement cases including but not limited to case activity, inspection results, and the issuance of notices to business owners.

Reporting

The System shall have the capability to generate standard and custom reports for tracking and reconciling information for statistical and reporting purposes. This information must be available in various formats that can be exported in a usable format (e.g., pdf – ability to convert into Microsoft Excel, Word, etc.), and at a minimum, include fee collection, fee allocation, invoices and summary reports by Program Certificate number, or geography (for unincorporated area, for contract cities, and by Supervisorial District). See Sample Reports on Attachment A-4.4 and A-4.5. In addition, the System shall have the capability to generate ad hoc reports based on any data fields (e.g., report of all Program Certificates issued for a business entity, situs address, etc.).

The System shall have the capability to generate a detailed report with summary totals and by account. The detailed report should include the business code, business account number, business name, amount due, amount paid, and outstanding balance/credit. Furthermore, the System shall be able to create reports on open applications and pending referrals from County departments.

The System shall have the capability to generate notices (e.g. field inspection, noncompliance, violation, denial, citation) that can be both printed and emailed, case files containing enforcement case activity history, ad hoc enforcement reports, and fee and fine assessment invoices that have readable remittance stubs, to the business owner to bring awareness of the violation(s). See Sample Report Attachment A-4.6.

Additionally, the System shall have the capability to generate Program Certificates for the TTC to distribute, including but not limited to, entity name, DBA name, and expiration date.

Standardized Application Information Data Fields

The System shall capture the following data fields which include but are not limited to:

About the Firm

1. Articles of Incorporation
2. Corporate Officers (owner in BLS)
3. California Secretary of State – Statement of Information
4. Doing Business As (dba) and fictitious name statement (DBA in BLS)
5. Federal Employer Identification Number (FEIN) or Taxpayer Identification Number
6. Seller's Permit per location (if applicable)
7. Email address
8. Phone Number(s)
9. Website address
10. Legal structure (corporation, Limited Liability Corporation, etc.)
11. Year business began (Business Start Date in BLS)
12. Year the business commenced at the current location

What the Firm Does

13. Industrial classification of business (e.g., North American Industry Classification System, a.k.a. NAICS code) (classification in BLS)
14. For Business License only, the Firm should provide information on governmental permits or licenses as required under the Business License Ordinance, (e.g. State Seller's Permit, State Alcoholic Beverage Control License or County Health Permit).

Location of the Firm

15. Corporate Headquarters (if applicable)
16. Number of locations (applicable additional locations)
17. Situs address and mailing address, if different. (Situs address in BLS)
18. Hours of Operation
19. Rent or own
20. Mailing address (Mailing address in BLS)

Who Works for the Firm

21. Number of employees (primary and additional locations)
22. Number of Independent Contractors
23. Consider a Range of Employees (total, then broken down by full time and part time)
24. Designation of occupational category
25. For Business License only, the employees should provide certifications (as PDFs) from State or Professional Organizations as required under the Business License Ordinance, (e.g., California Massage Therapy Council certification).

For certain business activities, the System shall have additional unique data fields as needed.

The System shall also capture specific standardized data fields for County staff to complete certain processes which include but are not limited to:

- Application approval/denial process data fields
 - Referral department approval, referral departmental denial and reason, notices, certified mail number, hand delivered options (print and sign).
- Business License Commission (BLC) hearing approval/denial process data fields
 - BLC hearing date, publishing/posting requirement dates, BLC case number, BLC hearing notices, BLC hearing case documents (e.g., checklist, photos, notices, statement of information).
- Enforcement process data fields
 - Case activity notes, field inspection details (e.g., field inspection report, business owner engagement), notice details (e.g., notices of Non-Compliance, Violation, and Denial).

The TTC shall be able to modify, update and delete the fields. The data gathered should be searchable, filterable, sortable, and reportable.

Technical Requirements

The System shall be compatible with widely-used browsers such as MS Internet Explorer, MS Edge, Firefox, Chrome, and Safari. It shall also be able to handle at least 500 concurrent users and be both PCI and WCAG 2 Level AA compliant.

1.2 INTERFACES

The System shall have the capability to interface with the County's third party payment processor. The System will send bill information to the third party payment processor and receive bill payment information from the third party payment processor.

The System shall have the capability to interface with eCAPS and to create Journal Vouchers and transfer fees collected to the trust fund of the referral department.

The System shall have the capability to prepare an electronic referral or email and send notification to Departments or agencies outside of the System (i.e. Public Health). The System shall have the capability to edit the referral with pertinent information including approval/denial and justification and send back to the TTC via an electronic referral or email.

The System shall have the capability to generate bills with scan lines to the format specification in Attachment A-4.7.

The System shall have the capability to accept payment files from the TTC's Cashiering and Remittance system in the format specification in Attachment A-4.8.

Disaster Recovery/Business Continuity Plan

The Contractor shall provide a written Disaster Recovery/Business Continuity Plan (BCP) for providing continuing services to the TTC in the event of an emergency that disrupts the Contractor's operations and/or the System. The Contractor must provide an updated copy of the BCP to the TTC within ten business days of the request from the TTC. This plan shall include, at a minimum, the following components:

- Process for notifying the TTC immediately of any emergency that disrupts service (i.e. power outages, natural disaster, fire etc.);
- Description of disaster recovery plans and solutions;
- Continued support for critical business functions;
- Address, phone number, fax number of the alternate site location(s) (if any);
- Description of the production capabilities of the alternate site;
- Description of the information technology features to ensure the TTC's information remains accessible and secure;
- Timeline for operationalizing BCP;
- Description of how often the vendor conducts Disaster Recovery/Business Continuity Plan exercises e.g., quarterly, annually, biannually etc.

Additional Services

In meeting the needs of the County, Contractor may be required to provide additional services including, but not limited to, special ad hoc reports and unanticipated projects determined by the TTC. From time to time, and at the sole discretion of the County, the Contractor may only be required to provide services reflected in this Exhibit A-4 and exhibits and attachments thereto including, but not limited to, Attachment A-4.1. In the event, where the Contractor is only providing services, Contractor shall invoice the County only for the services actually performed by the Contractor, and not any other service. Fees shall be in accordance with Exhibit C-5, Pricing and Payment Schedule and shall be determined and negotiated at the time of request.

Attachment A-4.1

Project Plan - TTC

For EnerGov Implementation

Prepared for:

Los Angeles County Treasurer and Tax Collector "TTC"

225 N Hill St #1, Los Angeles, CA 90012

Prepared by:

Chuck Newberry

2160 Satellite Boulevard, Duluth, GA 30097

Tyler Technologies, Inc.

www.tylertech.com

Project Scope

The total professional services hours set forth in the Investment Summary have been allocated to the project as follows:

Billable Hours and Expenses in Scope

- Project Management Services = 305 resource hours
- System Configuration Services = 637 resource hours
- Fundamentals Training = 40 resource hours
- System Admin Training = 80 resource hours
- End User Training & Production Support = 240 resource hours
- Report Development Services = 100 resource hours
- Data Conversion Services = 120 resource hours
- Integration Services = 80 resource hours
- Travel Expense Estimate based on 20 on-site trips (where a “trip” is defined as onsite travel of up to five business days)
 - The project plan, addressed below, will give detail on when Tyler expects to be traveling onsite over the course of the project.
 - NOTE: A typical “onsite week” is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

Business Scope (Transactions and Automation)

- Unique Business Transactions in Scope = up to 22 Transactions
- Geo-Rules within Scope = up to 5 Geo-Rules
- Intelligent Objects and IAA’s within Scope = up to 5 IO/IAA
- Custom Reports/Output documents within scope = up to 10 reports
- Integrations within scope = **Up to 3 daily export files**
- Data Conversion Sources within scope = 1 (per data source)

“Business transaction” is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event

“Template” transaction is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

“Geo-Rule” is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• Alert	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• Block	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• Block with Override	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• Fee Date	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• Field Mapping	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• Required Action	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• Required Step	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• Zone Mapping	• The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

“Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

“Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

“EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any “in-scope” integrations.

Estimated Timeline

An estimated timeline for the EnerGov implementation has been provided as an Appendix to this Statement of Work. Project timelines are living, fluid documents subject to change. The estimates provided in the Appendix are for the Customer’s initial planning and resource allocation purposes. Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected at **approximately 12 months from the project “kick-off” event through to the start of the production stage for a single project phase.** This timeline is estimated only based on scope of services included in the Investment Summary and is subject to change based on project factors uncovered during project planning activities and mutually available resource levels from both the customer and Tyler Technologies at the time of project initiation.

Tasks

The following tasks have been arranged for this project, with responsibility definitions for both Tyler and Customer as follows:

- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

The Customer requires Customer Governance Committee approval prior to making changes that have systemwide impact. Tyler will identify deliverables with a systemwide impact so the customer can propose the change to the Customer Governance Committee for approval. Upon completion of a task, the customer will have an opportunity to review the deliverable, if any, associated with the task. The customer will have a five-day business window within which to identify to Tyler a deviation from the

warranties provided in the parties' agreement. In the event a deviation is identified and confirmed, Tyler will address the deviation according the services warranty provision set forth in the Agreement, as applicable. When a corrected deliverable has been resubmitted for review, that process shall repeat. Upon Stage completion, Tyler will provide the customer with a Work Acceptance Form to document that all tasks within the Stage have been successfully delivered. The customer must return the completed Work Acceptance form within five business days of receipt, or the Stage will be deemed "accepted."

Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

Stage 0 - Software Delivery

Objectives:

- Tyler software is made available the customer

Tasks:

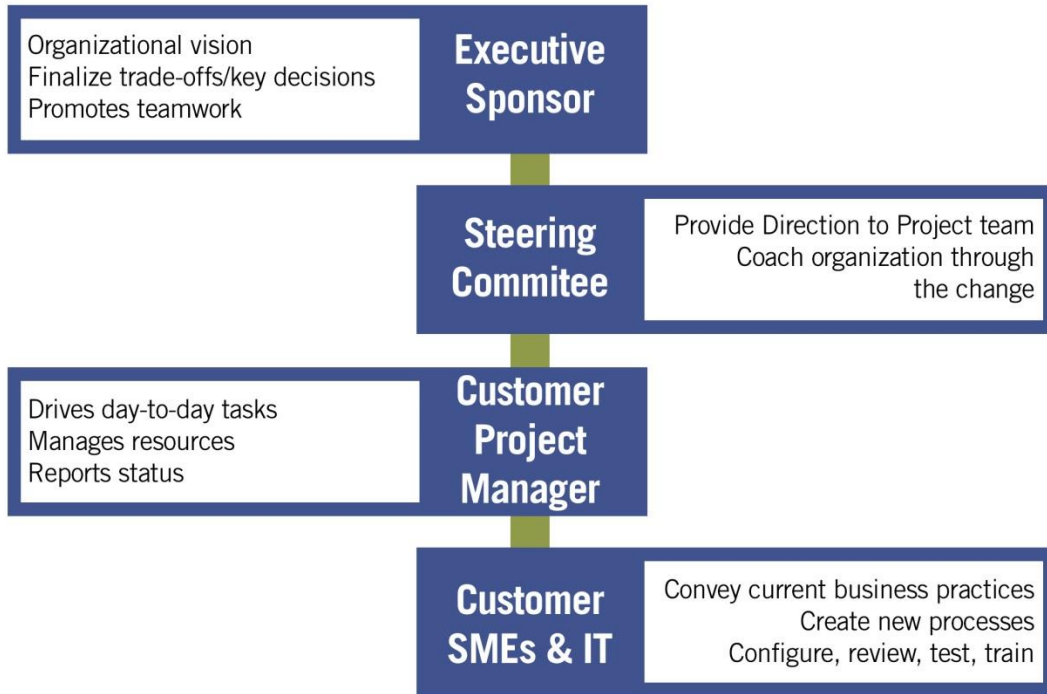
Software Delivery		
Tasks	Tyler	Customer
Perpetual License: Tyler makes the licensed software available on the project SharePoint site for downloading.	Own	None

Stage 1 - Initiation & Planning

Objectives:

- Introduction to project and detailed review of Stages, Tasks and Milestones/Deliverables
- Distribution of forms and gathering of high-level organizational and process information
- Establishment of Customer Governance Structure as outlined below - Please see Exhibit B of this Attachment A-4.1 for further details on the responsibilities of the various resources involved in the customer's project team
- Establishment of communication channels (Project Manager, SMEs, Permitting Systems Coordinator, etc.)
- Assessment of IT infrastructure and needs
- Planning for staff mobilization & allocation
- Create project plan, including baseline project schedule

Required Customer Governance Structure



Tasks:

Initiation & Planning		
Tasks	Tyler	Customer
Conduct Planning/Initiation Introductory Phone Call	Own	Participate
Assign Project Team Members and Establish Governance Structure	Advise	Own
Provide/Assign facilities for Tyler on-site activities	Advise	Own
Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
Define procurement and configuration plan for necessary hardware, non-EnerGov systems software and networking infrastructure by the customer as specified by this document's Exhibit A	Advise	Own
Provide Tyler remote access (when needed) to required server for Tyler software installation and system configuration	Advise	Own

Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, and UAT	Own	None
Deliver and review Project Status Report Template	Own	Participate
Deliver and review Sample Signoff Form	Own	Participate
Deliver and review GIS requirements and best practices documentation	Own	Participate
Deliver and Discuss EnerGov API Documentation and Ownership of Programming Against the API	Own	Participate
Deliver and review Data Conversion Template Database (DCT-DB), ERDs and usage documentation	Own	Participate
Prepare programs/databases for integration	Advise	Own
Identify and document project risks and resolutions	Own	Participate
Amend project scope/SOW as needed	Own	Participate
Deliver and review Project Plan (including project schedule)	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Project Planning & Initiation Stage Sign Off to Customer	Own	None
Return Project Planning & Initiation Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Initiation and Planning Stage

Stage 2 - Assess & Define

Objectives:

- Team Training –System Admin /EnerGov Fundamentals
- Tyler to gain an understanding about how customer conducts business

- Translate business understanding into the “to-be” documented EnerGov configuration definition documentation
- Define custom report requirements and prioritize custom report requirements to prepare or refine customer report hours estimate or to determine whether additional hours are needed via a change order
- Define and map data conversion requirements (see section titled Data Conversion)
- Define integration specifications, as applicable
- Define and map, based on provided API’s, interface requirements, as applicable

Data Conversion within scope		
System Name	Details	Comments
See investment summary		

System Integrations within scope	
System Name	Comments
N/A	

Tasks:

Assess & Define		
Tasks	Tyler	Customer
Team Training	Own	Participate
Identify Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document EnerGov configuration design document per business transaction / process	Own	Participate
Deliver ArcGIS base map service(s) to Tyler	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage	Own	Participate
Deliver and review Project Definition Documents	Own	Participate
Determine which EnerGov API’s will be utilized (if applicable)	Advise	Own

Confirm whether EnerGov API's will be developed against by client or via 3 rd party vendor (if applicable)	None	Own
Deliver and review list of out-of-the-box standard reports, documents, dashboards and search consoles in order to identify any gaps in report coverage that may require custom report development	Own	Participate
Develop Report Specifications	None	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	Participate
Develop integration specifications (if applicable)	TBD	TBD
Deliver and review integration specifications to Customer (if applicable)	TBD	TBD
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to Customer	Own	None
Return Assess & Define Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Assess & Define Stage

Stage 3a –System Configuration

Objectives:

- Configure the core EnerGov software in accordance with configuration definitions from Assess & Define stage

Tasks:

System Configuration		
Tasks	Tyler	Customer
Deploy Pre-production environment to house the configuration system as defined by Tyler's Hardware / Infrastructure requirements documentation	Advise	Own

Configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage	Own	Participate
Perform ongoing reviews with customer as configuration progresses	Own	Participate
Deliver populated Data Conversion Template Database (DCT-DB)	None	Own
Complete Basic Configuration Reviews	Own	Participate
Deliver System Configuration Stage Sign Off to Customer	Own	None
Return System Configuration Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of System Configuration Stage

Stage 3b – Configuration - Internal Test

Objectives:

- Conduct initial operational test to ensure that Tyler has the information and configurations necessary to complete report development and data conversions
- Confirm basic system configuration to ensure proper operation

Tasks:

Internal Test		
Tasks	Tyler	Customer
Provide users logins for key Customer staff	Own	None
Conduct basic system configuration testing/retesting walkthrough	Own	Participate
Record testing results in SharePoint	None	Own
Resolve any system issues identified	Own	None
Other tasks as identified	Own for respective team	Own for respective team

Deliver Internal Testing Stage Sign Off to Customer	Own	None
Return Internal Testing Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Internal Test Stage

Stage 4 - Build

Objectives:

- Develop Custom Reports per defined requirements, if any
- Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database
- Development of scoped and defined integrations, as applicable
- Development against EnerGov API's through in-house or 3rd party developer (if applicable)

Tasks:

Build		
Tasks	Tyler	Customer
Review populated Data Conversion Template Database (DCT-DB) with EnerGov Data Services team member(s)	Advise	Own
Import data into EnerGov master database from populated Data Conversion Template Database (DCT-DB)	Own	None
Produce, deliver and review internally tested import of legacy data into EnerGov master database	Own	Participate
Produce, deliver and review internally tested custom reports per defined requirements (if applicable)	Own	Participate
Produce, deliver and review internally tested integrations per defined requirements (if applicable)	TBD	TBD
Provide and review the documented cut over strategy	Own	Participate
Develop against EnerGov API	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team

Deliver Build Stage Sign Off to Customer	Own	None
Return Build Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Build Stage

Stage 5a - System Acceptance Planning

Objectives:

- Create test scripts based on pre-determined functionality requirements criteria
- Provide system overview and administrator training for power users (i.e. customer testers, administrators and IT) (if applicable)
- Conduct testing and system validation for promotion to end user training

Tasks:

System Acceptance Planning		
Tasks	Tyler	Customer
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Provide sample test scripts, as requested	Own	Advise
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide standard training documentation, as available	Own	None
Create customer-specific training or business process documentation	None	Own
Provide System Overview and Administrator training for Power Users (if applicable)	Own	Participate

Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Planning Stage Sign Off to Customer	Own	None
Return System Acceptance Planning Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of System Acceptance Planning Stage

Stage 5B – Verification and System Acceptance

Objectives:

- Test and signoff on each delivered business process, suite or component based on criteria and scope
- System ready for production and promoted to a production and/or training environment
- “Ready for production” means that items that are not features enhancement or bugs that will allow the customer to move forward to User Training (Stage 6) and then go-live are addressed

Tasks:

Verification and System Acceptance		
Tasks	Tyler	Customer
Conduct testing of custom (if necessary) and standard reports	Advise	Own

Conduct testing of main EnerGov forms and end-to-end system functionality	Advise	Own
Conduct testing of produced integrations, if applicable	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own
Resolve material System Acceptance Testing issues	Own	Participate
Retest until acceptance criteria developed in Stage 5A are met such that go-live can occur	Participate	Own
Identify out-of-scope configuration changes that do not impact System Acceptance based on predefined scope for post go-live change order	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to Customer	Own	None
Return Verification and System Acceptance Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Verification and System Acceptance Stage

Stage 6 - User Training

Objectives:

- Provide requisite hours of classroom and one-on-one training and knowledge transfer

Tasks:

User Training		
Tasks	Tyler	Customer
Coordinate training logistics and schedule	Own	Participate

Provide facilities suitable to training needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Deliver fully configured database for pre-User Training data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own
Provide standard training documentation, as available	Own	None
Conduct customer training	Own	Participate
Provide business process training to ensure end users understand impact of process/practice changes decided upon during course of implementation	None	Own
If "train the trainer" approach, conduct end-user training	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver User Training Stage Sign Off to Customer	Own	None
Return User Training Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of User Training Stage

Stage 7 – Production & Production Support

Objectives:

- Conduct final data import cutover
- Conduct final integration deployment

- Tyler to provide on-site production support prior to cutover to Help Desk (Maintenance and Support)

Tasks:

Production & Production Support		
Tasks	Tyler	Customer
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment	None	Own
Provide onsite pre and post production support	Participate	Own
Define support logistics and schedule	Own	Advise
Assist customer as production issues arise	Own	Participate
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in SharePoint	Participate	Own
Ensure key/critical personnel are present and available to participate	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Production & Production Support Stage Sign Off to Customer	Own	None
Return Production & Production Support Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Production & Production Support Stage

Data Conversion

(See tasks associated with data transfer, above)

The following criteria are applied to Data Conversion

Data Format

The customer must provide data to Tyler in the Data Conversion Template Database (DCT-DB) structure, as set forth in the Exhibits D and E of this Attachment A-4.1. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

Data scrubbing/cleansing

Any data scrubbing should be done by the customer prior to populating the DCT-DB. Data scrubbing and cleansing is not included in the EnerGov proposal.

Required Fields

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov master DB without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint. Tyler would write the default value as part of the conversion process.

Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

Parsing data

The data format is defined based on the fields that exist in the EnerGov module (street number and street name, for example). If the customer would like that data to be converted, the customer will have to break out its legacy data so that it matches the EnerGov data fields.

Address Data: Tyler does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). Tyler will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. Tyler is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

Business-Specific Rules

Business specific rules are handled in the software configuration process and cannot typically be mapped within the data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

Calendars & Scheduling

EnerGov software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

Key Project Assumptions

Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the customer is responsible for installing newer releases. Release notes are provided for all new versions.

- Customer will maintain primary responsibility for the scheduling of customer employees and facilities in support of project activities.
- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.

- Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler.
- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- Tyler personnel shall attend executive project review committee meetings (internal) as needed.
- Out of scope deliverables will only be provided via a change order that is mutually agreed to.

Risk / Mitigation Strategy

The following are samples of common risks experienced during implementations of EnerGov and are provided herein to both educate the customer and set expectations around typical approaches Tyler will take to risk mitigation. Actual management of a risks/issue log will be handled through our project management plans developed by the Tyler Project Manager.

Project Schedule

Risk: Impact of various factors on baseline project schedule.

Mitigation: Given the fact that project schedules are working documents that change over the course of the project, Tyler will work closely with the customer to update, monitor, agree, and communicate any required changes to the project schedule.

Activity Focus

Risk: Minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance, or time spent investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both parties must focus squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy Interface Documentation

Risk: During the project, certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Customer should ensure that APIs for interfacing to other systems, and/or a customer expert that understands the legacy database, are available to Tyler. If no such documentation or customer

expertise exists, the customer will be responsible for coordinating with the third-party vendor to advise Tyler, at a potential additional expense to the customer (although not necessarily from Tyler).

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the customer is hosting any of those products. If the customer will be hosting the Tyler software, then the technology hosting that software should be robust and durable. Technology that barely meets minimum requirements today will be insufficient as the needs of the system grow.

Mitigation: Tyler will assist the customer in determining optimal technology and plans to guard against pre-mature obsolescence. The customer will also complete a hardware survey, initiated by our deployment team, to confirm that the customer's hardware is sufficient for the upcoming implementation.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the customer. Customer personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase (Stage 7), the customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Customer Participation** – Tyler understands that customer staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports.
- **Managing Project Scope** - To implement the project on time and within budget, both the customer must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project Stages described in this Statement of Work. Change Orders for additional items outside the scope must be submitted in advanced and signed by project stakeholders before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Risk management
- Monitoring project budget
- Project Plan management using our expense and time-tracking tool/Excel
- Project document management using SharePoint
- Issue log management and escalation
- Status reporting
- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Customer Governance Structure

By mutual agreement, some project management tasks are shared between the Tyler project team and the customer Project Manager/stakeholders.

Development Tools

Configuration tools (the same ones Tyler will use to implement the system) are built-into the software. The customer has full access to them, and its administrators will be trained on them. EnerGov reports are developed in Crystal Reports, so any changes to customer reports does require a licensed copy of Crystal Reports. The EnerGov system does include a Crystal Report reader, so view-only users do not require a Crystal Reports license. In addition, if applicable, the customer and/or their 3rd party vendor will need to utilize industry-standard programming tools for any development against the EnerGov API toolkits.

Documentation

Tyler-provided documentation

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- API Documentation (PDF)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Customer-Provided Documentation

A definitive list of Customer-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Tyler does not expect the customer to general documents that do not exist in the regular course of customer's business. Customer's assistance

in completing the Tyler-provided forms and requests for configuration information is essential to a successful project.

Documentation originated by the Customer may include:

- API's for any third-party software system to which the Tyler software will interface and exchange data
- Import data documentation and in a format suitable for import into the Tyler software (please see section titled Data Conversion)
- Workflow documentation on the customer's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the Tyler software

Exhibit A

To Attachment A-4.1 of Project Plan - TTC

System Requirements

Los Angeles County TTC Department

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to <http://check.tylertech.com>

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Exhibit B

To Attachment A-4.1 of Project Plan - TTC

Customer Roles & Skills Requirements

Los Angeles County TTC Department

Customer Roles/Skills Requirements

Project Collaboration

A successful Tyler enterprise implementation is a collaborative endeavor in which both Tyler Project Team members and agency personnel occupy specific roles (and the responsibilities associated therewith). While definitive client-side roles and skills may vary from project to project (depending on the agency's resource availability) the following designations represent the typical and recommended resource involvement for most agencies.

Executive Sponsor:

This role is typically an executive or managerial sponsor of either the IT group or a dominate business group that is ultimately responsible for the success of the project.

Typical positions: IT Director / Department or Division Director

Responsibilities include:

- Ultimate responsibility for the success of the project; serves as project champion.
- Creating a positive environment that promotes project buy-in.
- Driving the project through all levels of the agency.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Project Steering Committee:

This committee is formed by executive or managerial staff of every affected business group to be implemented.

Typical individuals include a committee of the following: CIO / Community Development Director / Finance Director / CBO / Planning Director / TTC, etc...

Responsibilities include:

- Ensure proper change management and leadership to departmental staff.
- Determine beneficial process change through automation as it is presented cross-departmentally.
- Monitor project from high level.

Customer Project Manager:

This role is typically a non-business group member (IT or support staff) of the agency's project team.

Typical positions: IT or applications support project manager, Greg Wong, IMD

Responsibilities include:

- Serve as coordinator of the agency's Implementation team / subject matter experts.
- Assist in managing the project scope, deliverables and timeline with assistance from the Tyler Project Manager.
- Ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
- Develop and maintain the project resource plan in conjunction with the Tyler Project Manager.
- Schedule and coordinate project tasks with assistance from the Tyler Project Manager.
- Coordinate agency's Implementation team resources with all departments.
- Participate in daily project activities and track progress on project tasks.
- Hold meetings with project stakeholders to update on project status and to reach verdict on any escalated process decisions that need to be made.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Desired Skills/Experience:

- Previous project management experience as project manager
- Strong IT technical background
- Bachelor's Degree in Computer Science or equivalent experience
- Experienced with an iterative-based development approach
- SharePoint & Microsoft Project experience a plus
- Excellent knowledge of Customer Business Practices and Processes

Departmental System Administrators:

A user representative for each affected department is typically appointed for the entire lifecycle of the implementation and to serve as ongoing configuration support or "Systems Administrator" post the production phase of the EnerGov system.

Typical positions: Departmental or division subject matter expert and typically a direct member of the business group or of the business applications support group.

Responsibilities include:

- Being trained on the EnerGov .NET system at a System Administration level.
- Being fully engaged in the business analysis system configuration, reviews and UAT activities.
- Assist internal efforts towards the creation of reports, interfaces & conversions.
- Actively participate in the full implementation of Tyler's EnerGov software solution.

- Serve as ongoing departmental or division system configuration support post the production phase of the project

Desired Skills/Experience:

- Proficient in Crystal Reports
- Analytical/Problem Solving Skills
- Experience with other “configurable” enterprise applications such as PeopleSoft, SAP, etc.

Departmental Business Leads:

A user representative for each affected department must be appointed for the entire lifecycle of the implementation. Assigning competent business leads to assist in the project is highly recommended and can often determine the success of the implementation for their respective areas. These Business Leads are typically transitioned into Tyler "Power Users".

Typical positions: Departmental or division "power user" and member of the business group.

Responsibilities include:

- Attending assessment workshop sessions.
- Willing and able to gather data and make decisions about business processes.
- Assist as a knowledge-base in the creation of specifications for reports, interfaces & conversions.
- Review and test the system configuration.

Technical Lead:

A technical individual from the Information technology group that is responsible for the technical infrastructure support of the implementation and to serve as ongoing technical infrastructure support post the production phase of the EnerGov software system.

Typical positions: Network / IT Administrator

Responsibilities include:

- Primary responsibility for the technical environment during the software implementation
- Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards
- Work with Tyler's technical personnel during implementation
- Maintain the testing and production databases
- Install software updates and releases
- Act as the primary technical resource for troubleshooting technical problems
- Establish and maintain backup, archival, and other maintenance activities

Exhibit C

To Attachment A-4.1 of Project Plan - TTC

Custom Report and Forms Form

Los Angeles County TTC Department

EnerGov Custom Request Form

Fill out this form as completely and with as much detail as possible. Please attach any sample reports or other supporting documentation and be sure to save a copy for your records. The more detail provided, the better the report designer can develop the report without additional follow-up. Not all items will apply to each report; you need only complete those items that are relevant to the request. Exceptions to these requirements may be noted under Additional Details. To save time for a large number of similar report requests, save basic information as a template.

Client Name:		Report Requestor/Point of Contact:		Request Date:
EnerGov Module: <input type="checkbox"/> Application Management <input type="checkbox"/> Business License <input type="checkbox"/> Cashier <input type="checkbox"/> Code Management <input type="checkbox"/> Contact Management		<input type="checkbox"/> Impact Management <input type="checkbox"/> Inspection Management <input type="checkbox"/> Object Management <input type="checkbox"/> Permit Management <input type="checkbox"/> Plan Management <input type="checkbox"/> Professional License		<input type="checkbox"/> Project Management <input type="checkbox"/> Rental Prop Management <input type="checkbox"/> Request Management <input type="checkbox"/> Tax Remittance System <input type="checkbox"/> Other
				Requested Completion Date: Priority (1=High, 5=Low) <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
Report Name:		Report Type: <input type="checkbox"/> Report <input type="checkbox"/> Document		
Report Description/Business Need:		Request Type: <input type="checkbox"/> New <input type="checkbox"/> Modification		
Based on Similar or Existing Standard or Custom Report:		Report Target: <input type="checkbox"/> Client <input type="checkbox"/> Customer <input type="checkbox"/> EnerGov		
Format Design:				
Report Style: <input type="checkbox"/> Replicate Sample Exactly OR <input type="checkbox"/> Listing <input type="checkbox"/> Letter <input type="checkbox"/> Free Form <input type="checkbox"/> Certificate <input type="checkbox"/> Dashboard				
Report Orientation: <input type="checkbox"/> Portrait <input type="checkbox"/> Landscape		Report Output: <input type="checkbox"/> Print/PDF <input type="checkbox"/> Excel/CSV		Paper Type: <input type="checkbox"/> Letter <input type="checkbox"/> Legal <input type="checkbox"/> Ledger <input type="checkbox"/> Printed Form <input type="checkbox"/> Other
Include Print Date/Time: <input type="checkbox"/> Time <input type="checkbox"/> Header <input type="checkbox"/> Left		Include Page Numbers: <input type="checkbox"/> Page N <input type="checkbox"/> Header <input type="checkbox"/> Left		Date/Time Formats: <input type="checkbox"/> MM/DD/YYYY <input type="checkbox"/> HH:MM?M

<input type="checkbox"/> Date <input type="checkbox"/> Footer <input type="checkbox"/> Center <div style="text-align: right;"><input type="checkbox"/> Right</div>	<input type="checkbox"/> Page N of M <input type="checkbox"/> Footer <input type="checkbox"/> <div style="text-align: center;">Center</div> <div style="text-align: right;"><input type="checkbox"/> Right</div>	<input type="checkbox"/> M/D/YY <input type="checkbox"/> HH:MM?m <input type="checkbox"/> MMM D, YYYY <input type="checkbox"/> H:MM?M <input type="checkbox"/> MMM, YYYY <input type="checkbox"/> H:MM?m <input type="checkbox"/> DD/MM/YY <input type="checkbox"/> HH:MM <input type="checkbox"/> MM/DD/YY <input type="checkbox"/> HHMM (24)
Default Font Information: (Times New Roman, 10 point, Black if not specified): Font Name: Font Size: Font Color: Black or		
Technical Design:		
Identify Attached Specifications/Sample Documents (XLS, DOC, PDF, etc.): 		
Primary SQL Stored Procedure (for existing reports): 	EnerGov Parameter: <input type="checkbox"/> Date Range <input type="checkbox"/> Module ID <input type="checkbox"/> Other	
Record Selection Inclusion/Exclusion Filter or Parameters (please put additional filters in the Notes for Developer): Filter #1 Filter#2 Filter#3 Parameter: <input type="checkbox"/> User <input type="checkbox"/> Static <input type="checkbox"/> Dynamic Parameter: <input type="checkbox"/> User <input type="checkbox"/> Static <input type="checkbox"/> Dynamic Parameter: <input type="checkbox"/> User <input type="checkbox"/> Static <input type="checkbox"/> Dynamic		
How Report Data is to be Stored or Grouped (please put additional sort/groupings in the Notes for Developer): Primary Sort: Secondary Sort: Tertiary Sort: <div style="text-align: center;"><input type="checkbox"/> Group <input type="checkbox"/> Group <input type="checkbox"/> Group</div>		

Additional Details
Notes For Developer:
QA Instructions/Test Case Scenarios:
Client Services Notes:

Client Notes:			
Approvals			
Ready To Develop Checklist			
<input type="checkbox"/>	All static and data elements have been identified in the report specification		
<input type="checkbox"/>	All formatting requirements have been identified in the report specification		
<input type="checkbox"/>	Indicate in the report specification whether to list one address type, all address types, or prioritization of address types		
<input type="checkbox"/>	Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types		
<input type="checkbox"/>	Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers		
<input type="checkbox"/>	All custom fields have been created in the client database		
<input type="checkbox"/>	All custom fields have been configured on appropriate Additional Info dialogs		
<input type="checkbox"/>	All record types, classes, statuses, etc. necessary to the report have been configured		
<input type="checkbox"/>	All fees and fee templates necessary to the report have been configured		
<input type="checkbox"/>	All address types necessary to the report have been configured		
<input type="checkbox"/>	All contact types necessary to the report have been configured		
<input type="checkbox"/>	All objects, impact conditions, certifications, and other elements necessary to the report have been configured		
<input type="checkbox"/>	All workflow steps and actions necessary to the report have been configured		
<input type="checkbox"/>	All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured		
<input type="checkbox"/>	Client has approved custom report request specification		
Specification Report Developer	Specification Date	Estimated Initial Dev/QA Hours	Estimated Initial Dev/QA Cost
Client Services Representative		Submitted Date	Billable Type:
Client Approval I agree that the above and associated documents accurately reflect the requirements for this Custom Report Request.			

Understanding the EnerGov Custom Report Request Form

The following describes each item on the EnerGov Custom Report Form:

General Information

- **Client Name** – Name of the project client.

- **Report Requestor/Point of Contact** – Name of original customer or Tyler source of report requirements.
- **Request Date** – The date the request form is filled out.
- **EnerGov Module** – Check the box for the module for which the report is being developed.
- **Requested Completion Date** – The date the report has been promised to the customer.
- **Priority** – The importance of the report to the client (high priorities will be completed first).
- **Report Name** – The name the report is to be called (will be used for the RPT and SQL file names).
- **Report Type** – Whether the report is a batch-style report or single case document.
- **Report Description/Business Need** - Describe the purpose or use of the report.
- **Request Type** – Whether request is based on, or modification to, an existing report or a new report.
- **Based On Or Similar To Existing Standard or Custom Report** – Identify an existing report that should be used as a starting point for further development.
- **Report Target** – Indicate if this report is for EnerGov use, internal Client use, or will be delivered to end Customers.

Format Design

- **Report Style** – Whether the report style is a listing format (table), Letter (to be mailed), Form (completed or to be filled out), Certificate (such as license or permit), Dashboard (summary analysis of data) or Exact (identical to the sample report).
- **Report Orientation** – Whether the report page orientation is Portrait or Landscape.
- **Report Output** – Whether report is intended to be read (Print/PDF) or exported (Excel/CSV).
- **Paper Type** – Select the type of paper the report will be printed on (letter, legal, ledger, pre-printed form, or other paper size). If selecting other, please identify in Additional Notes.
- **Include Print Date/Time** – Select whether to include the print date and/or time in the report header/footer and to justify it center, left or right.
- **Include Page Numbers** – Select whether to include Page Number and or Page Total in the report header/footer and to justify it center, left or right.
- **Date/Time Formats** – Select the default style of date and time to be used in the report.
- **Default Font Information** – If the default font size, style and color not specified: Times New Roman, 10pt, Black.

Technical Design

- **Identify Attached Specification/Sample Documents** - List the file names of additional requirements specifications or sample documents.
- **Primary SQL Stored Procedure** – The name of any existing stored procedure to be used for the report.
- **EnerGov Parameter** – Indicate if the key report parameter is a date range, an EnerGov Module ID or other field.
- **Record Selection Inclusion/Exclusion Filter Or Parameters** – List any filters to include or exclude records, in addition to any EnerGov Parameter, that should be applied to the data record selection or SQL Stored Procedure. If the filter is to be a user-prompted parameter, indicate whether the user will enter a value, select from a list of static values, or select from a dynamic list of values. If more than three, please list in *Notes For Developer*.
- **How The Report Is To Be Sorted or Grouped** – List any primary, secondary or tertiary sorting. Note if the report should be grouped by the sort value. If any group summary totals and/or if more than three sort/group levels are required, please list in *Notes For Developer*.

Additional Details

- **Notes for Developer** – Any additional information that will aid in the design and development of the report.
- **QA Instructions/Test Case Scenarios** – Special testing information to facilitate report testing and validation.
- **Client Services Notes** – Any additional comments about the report for the Implementation Team.
- **Client Notes** – Any additional comments about the report for the client.

Approval

- **Ready To Develop Checklist** – List of items for Implementation to make sure are complete before submitting the Report Request.
 - All static and data elements have been identified in the report specification
 - All formatting requirements have been identified in the report specification
 - Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
 - Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
 - Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
 - All custom fields have been created in the client database
 - All custom fields have been configured on appropriate Additional Info dialogs
 - All record types, classes, statuses, etc. necessary to the report have been configured
 - All fees and fee templates necessary to the report have been configured
 - All address types necessary to the report have been configured
 - All contact types necessary to the report have been configured
 - All objects, impact conditions, certifications, and other elements necessary to the report have been configured
 - All workflow steps and actions necessary to the report have been configured
 - All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
 - Client has approved custom report request specification
- **Specification Report Developer** – The name of the Report Developer assisting in the requirements gathering and report specification.
- **Specification Date** – The date the specification was completed.
- **Estimated Initial Development/QA Hours** – The number of hours expected for initial report development and QA. Revisions and subsequent changes to the specification may require additional hours.
- **Estimated Initial Development/QA Cost** – The expected billable cost for initial report development and QA. Revisions and subsequent changes to the specification may lead to additional billable costs.
- **Client Services Representative** – The name of the Client Services Representative working with the client.

- **Submitted Date** – The date the approved Custom Report Request is submitted to the Report Development Team.
- **Billable Type** – Whether this report is part of a contracted set of development hours, or will be billed against a client purchase order.
- **Client Approval** – Authorization by the client verifying that the report requirements are correct.

Exhibit D

To Attachment A-4.1 of Project Plan - TTC

DB Data Model and Guide

Los Angeles County TTC Department

Data Conversion for EnerGov Enterprise Server

Template DB Data Model and Guide

The tables in the EG_Template db are grouped together and named such that they correspond closely with the structure of the EnerGov core product, which is broken out into different units/modules. Below, each module will contain a listing of the tables, a brief description, and an ERD diagram. All of these ERD diagrams are present within the EG_Template db (under the Database Diagrams folder in SQL Server).

Contact Repository:

[contact](#)

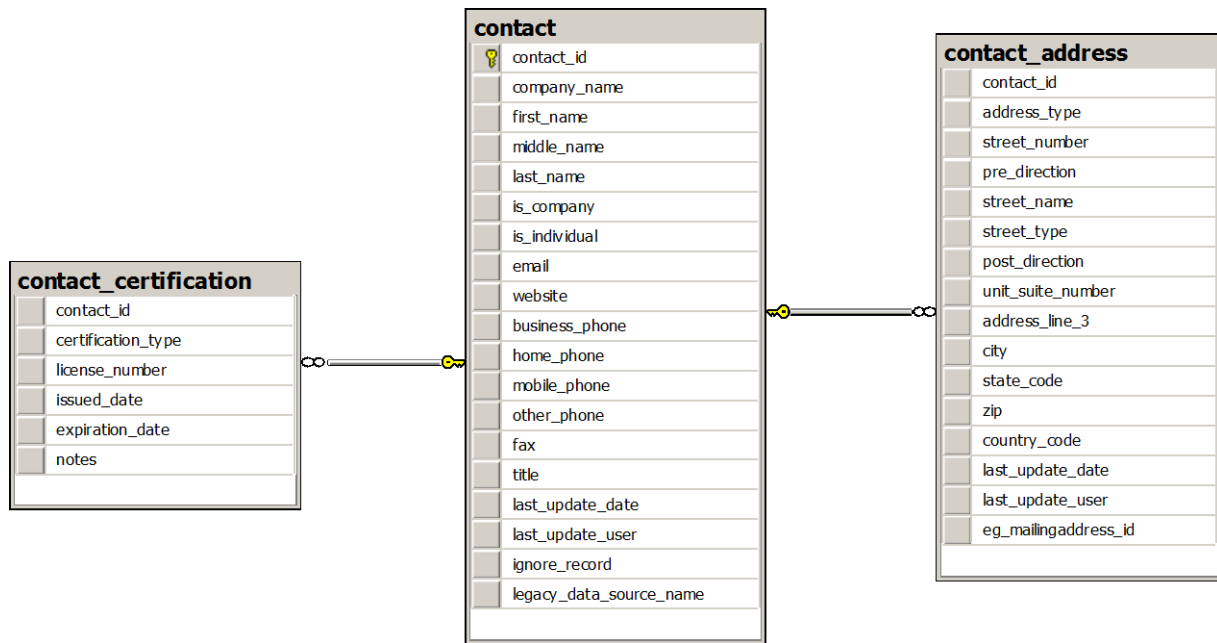
This contains the master list of contacts to convert. Duplicates should be kept to a minimum. The goal would be to have one contact record for each actual person or company. Every module within EnerGov will utilize this same contact master table for its case contacts.

[contact_address](#)

The various addresses associated to the contact. Address_type is available to distinguish different addresses (mailing, location, billing, etc.).

[contact_certification](#)

This is used to hold certifications or licenses that are desired for historical purposes, but are not being managed in EnerGov with Professional Licensing or Business Licensing.



Professional Licensing:

contact

See Contact Repository.

professional_license

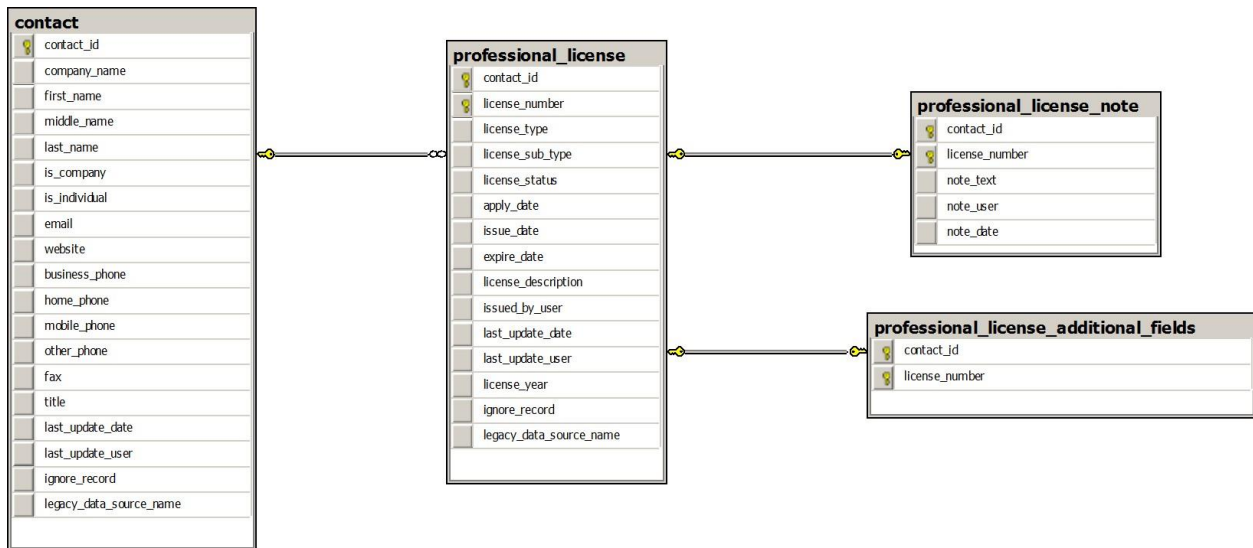
Usually a license related to an individual or contractor of some sort.

professional_license_note

Simply a place for logging memos on the license.

professional_license_additional_fields

Add any other fields which are not provided in the template model.



Business Licensing:

contact

See Contact Repository.

Business

The business table relates 1-to-1 with the contact table. This table simply holds extra attributes of the contact, and allows the contact to interact with the business license module of EnerGov as a business entity.

business_parcel

For integration with GIS, simply provide the parcel number (or PID) of the business location.

business_contact

For business contacts that link up to the master contact repository.

business_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the business record in the legacy db (Applicant, Owner, Manager, President, etc.).

business_inspection

For routine inspections associated to business licenses.

business_license

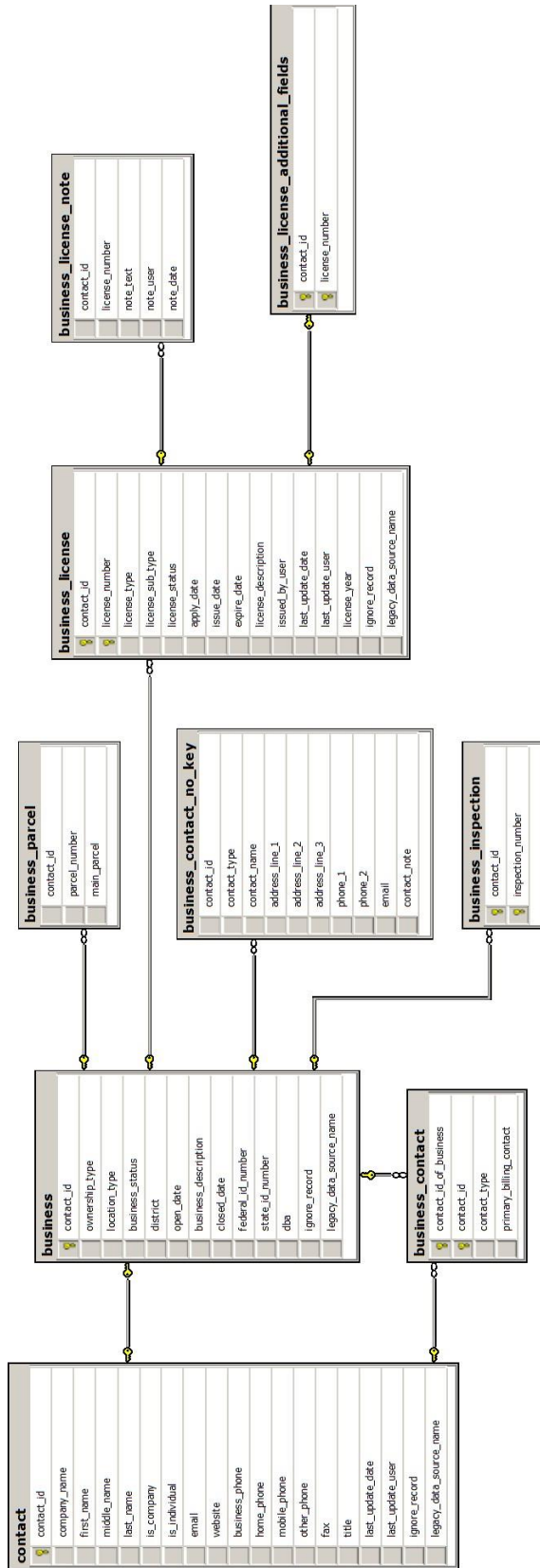
Holds licenses related to a company.

business_license_note

Simply a place for logging memos on the license.

business_license_additional_fields

Add any other fields which are not provided in the template model (at the license level).



Code Enforcement:

[code_case](#)

Self-explanatory.

[code_case_address](#)

The various addresses associated to the case. `Address_type` is available to distinguish different addresses (location, owner, etc.). `code_parcel` - For integration with GIS, simply provide the parcel number (or PID) of the case location.

[code_case_contact](#)

For case contacts that link up to the master contact repository.

[code_contact_no_key](#)

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Complainant, Owner, Tenant, etc.).

[code_inspection](#)

For inspections associated to code cases.

[code_case_history_log](#)

If history of updates to the case are really needed, they can be logged here.

[code_case_note](#)

Simply a place for logging memos on the case.

[code_case_additional_fields](#)

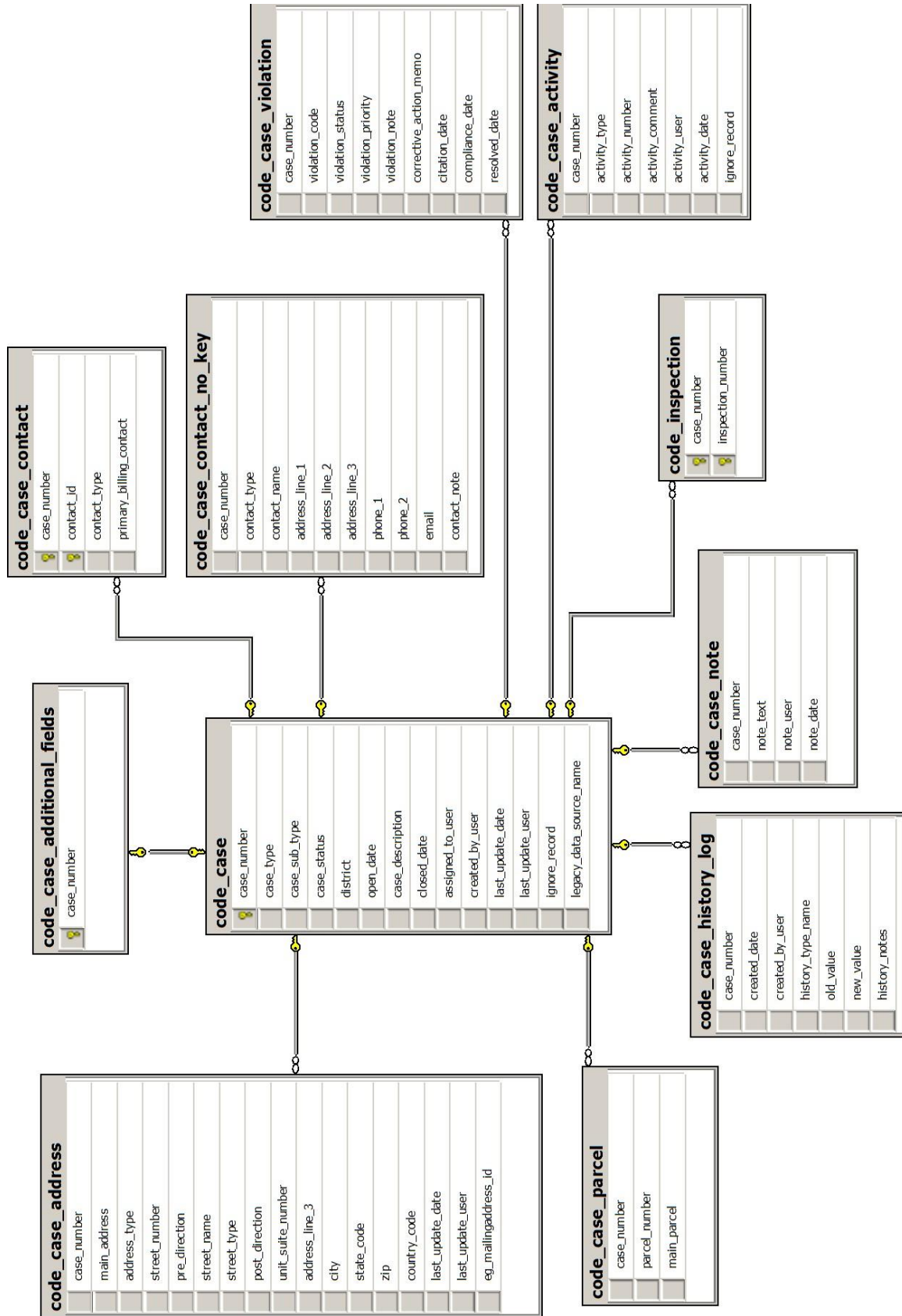
Add any other fields which are not provided in the template model (at the case level).

[code_case_violation](#)

Violations associated to the case. These usually reference city/county code numbers.

[code_case_activity](#)

A place to log various events that have occurred against the case.



Permits:

Permit

Self-explanatory. There is a parent-child relationship available within this table (for sub-permits).

permit_address

The various addresses associated to the permit. Address_type is available to distinguish different addresses.

permit_parcel

For integration with GIS, simply provide the parcel number (or PID) of the permit location.

permit_contact

For case contacts that link up to the master contact repository.

permit_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the permit record in the legacy db (Applicant, Owner, Contractor, etc.).

permit_inspection

For inspections associated to permits.

permit_history_log

If history of updates to the permit are really needed, they can be logged here.

permit_note

Simply a place for logging memos on the permit.

permit_additional_fields

Add any other fields which are not provided in the template model (at the permit level).

permit_activity

A place to log various events that have occurred against the permit.

permit_hold

Plans:

`plan_case`

Self-explanatory.

`plan_address`

The various addresses associated to the case. `Address_type` is available to distinguish different addresses.

`plan_parcel`

For integration with GIS, simply provide the parcel number (or PID) of the plan location. Where multiple parcels are on a case, one should be designated as the main parcel.

`plan_contact`

For case contacts that link up to the master contact repository.

`plan_contact_no_key`

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Applicant, Owner, Contractor, etc.).

`plan_inspection`

For inspections associated to cases.

`plan_history_log`

If history of updates to the case are really needed, they can be logged here.

`plan_note`

Simply a place for logging memos on the case.

`plan_additional_fields`

Add any other fields which are not provided in the template model (at the case level).

`plan_activity`

A place to log various events that have occurred against the case. For conversions, reviews would likely go here.

`plan_hold`

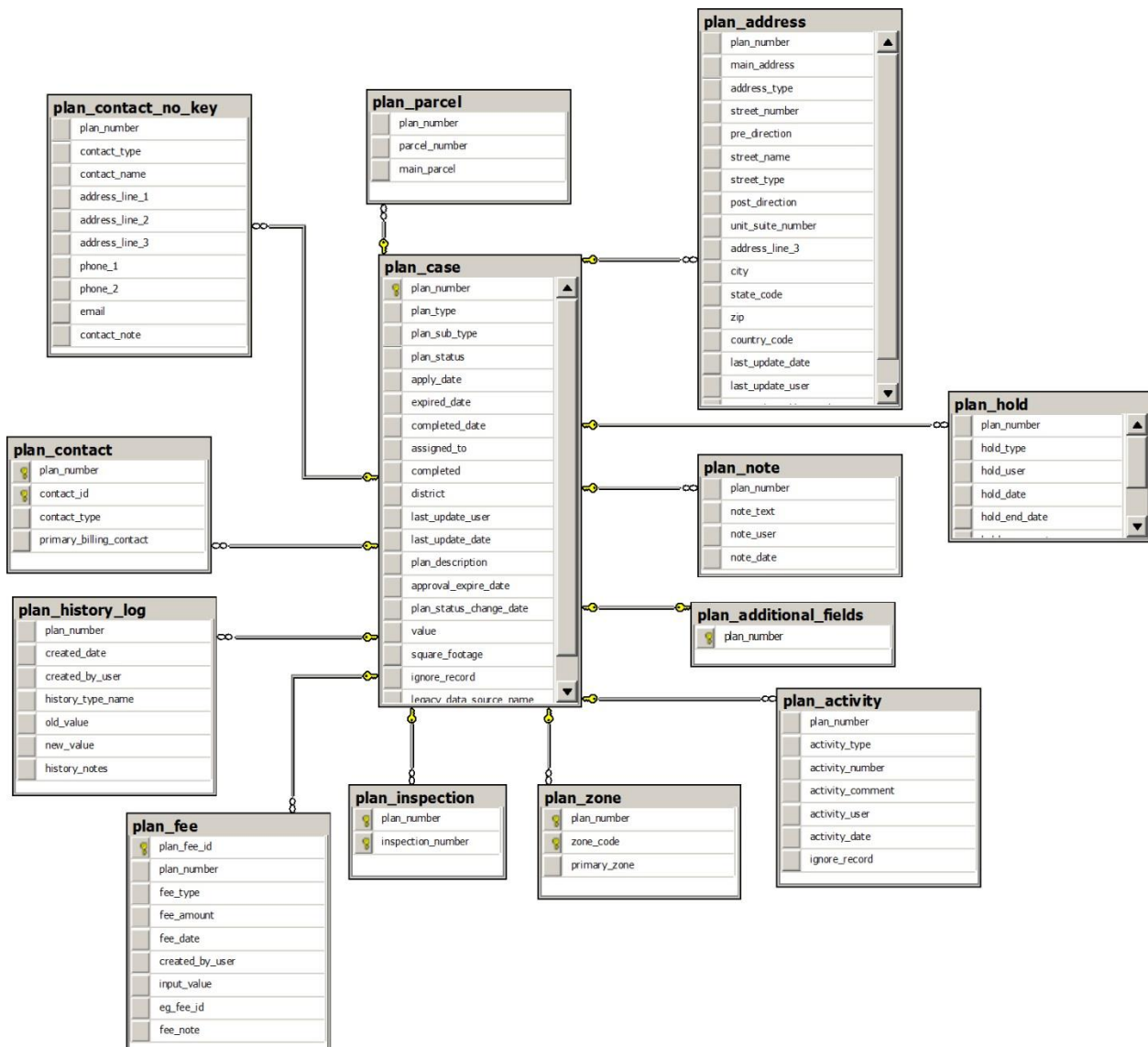
For instances where a stop work, or a hold was/is issued against a case.

plan_zone

Simply provides a place to link zones to a case. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

plan_fee

Simply shown for reference here. Also see the Financial Tables section.



Inspections:

Inspection

This holds the details of each inspection occurrence. Each inspection should be linked to the case that it relates to by using the cross reference tables below.

plan_inspection

For inspections associated to plan cases.

permit_inspection

For inspections associated to permits.

code_inspection

For inspections associated to code cases.

business_inspection

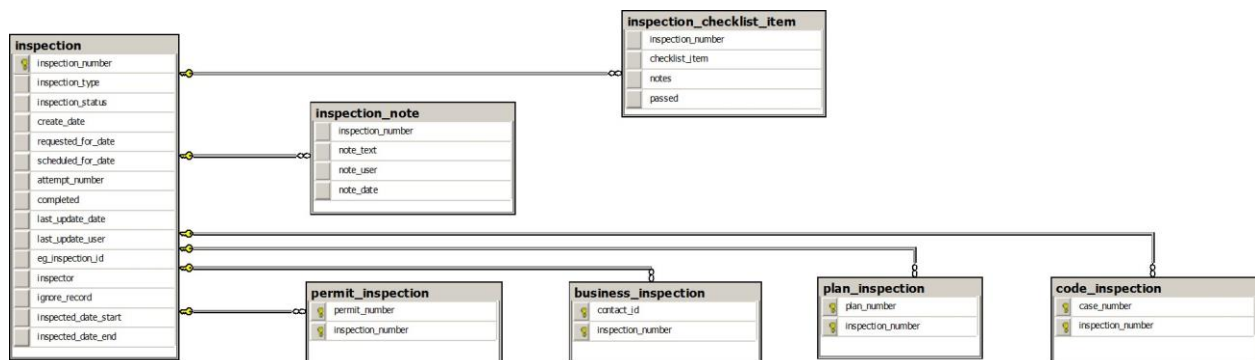
For inspections associated to businesses.

inspection_note

Simply a place for logging memos on the inspection.

inspection_checklist_item

These can be used for categorized checklist info, violations, etc.



Financial Tables:

permit fee

Holds the details for fees associated to permits.

plan fee

Holds the details for fees associated to plans.

payment

Records representing funds received.

payment_reversal

Records representing funds going back to a customer (or voided). The types of transactions here would likely be voids, NSF's, and refunds. These should be linked back to the original payment record that they are reversing.

permit_payment_detail

records the amount applied to each individual fee (line item) within a payment.

plan_payment_detail

records the amount applied to each individual fee (line item) within a payment.

permit_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.

plan_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.

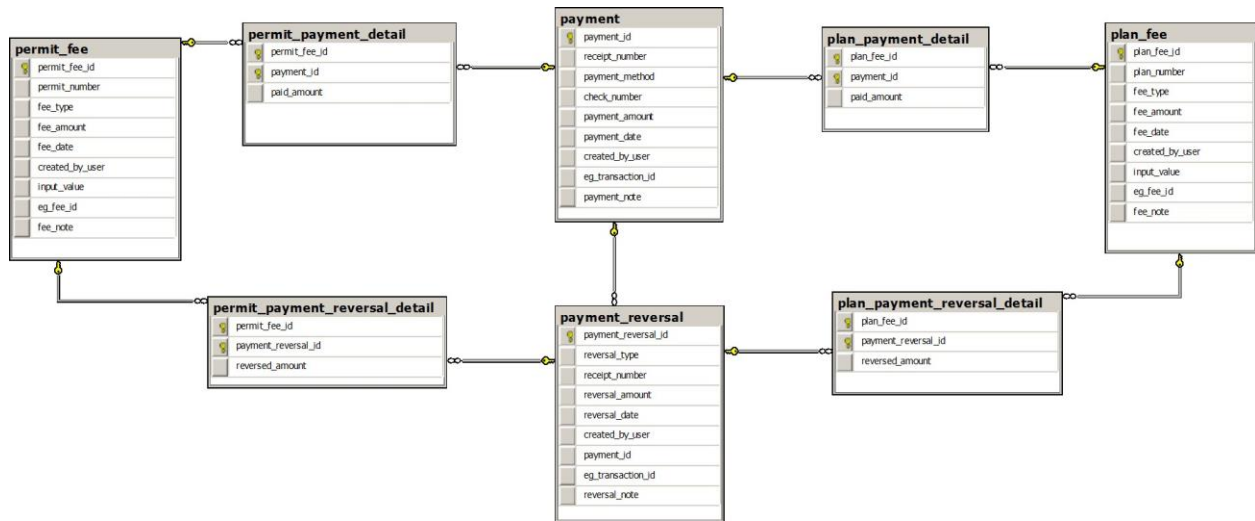


Exhibit E

To Attachment A-4.1 of Project Plan - TTC

Data Conversion Process

Los Angeles County TTC Department

Data Conversion Process for EnerGov Enterprise Server (Template DB Option)

Overview:

This document is an intro to the SQL Server EG_Template database and how to populate it.

Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned off into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, there will be various child tables branching out below the master table for that module (ex. 'permit_address', 'permit_note', etc.).

There are tables that cross multiple modules. The most notable of these involve inspections and payment transactions.

Database diagrams have been included in the EG_Template database. These show the tables and their relationships for each module.

Required Fields:

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov db without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Some of these fields are drop-down lists in EnerGov, which means that we will be restricted in the values that we can write to these required fields in the EnerGov db. For drop-down fields, there is no restriction on what can be written in the EG_Template db. So, exact spelling or careful matching to the EnerGov configured values is not an issue for fields that are destined for EnerGov drop-down fields. We will run these through a separate mapping table to translate the values to the appropriate EnerGov value during conversion. These mappings will be negotiated during the development phase of the conversion.

Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within EG_Template. In EnerGov, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), you may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

There are sometimes special features of a legacy system which EnerGov does not account for in the EG_Template db. We may have to work out a custom solution to handle these special cases.

Contacts:

This is always a big topic for data migrations. These generally fall into two categories:

1. Those contacts that were managed with each person/company having one contact record, which is kept up to date over time. As this person/company is associated with records over time (getting a business license, pulling permits, being associated to a code violation), that one contact record is attached to the permit, license, code case, etc. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user keys the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself. So, if a contact has been associated to 10 different permits over time, there would be 10 records with the contact attributes (each one will likely have slightly different values in the various fields like name, address, phone, etc.). With this model, there is considerable duplication of contacts.

In the EnerGov model, contacts are stored as in category 1 above. Those contacts put into EG_Template without a master 'contact' record link (category 2 above) will be migrated into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository.

For example, when populating the permit contacts, those contacts for category 1 should go into the 'permit_contact' table. Those contacts for category 2 should go into the 'permit_contact_no_key' table.

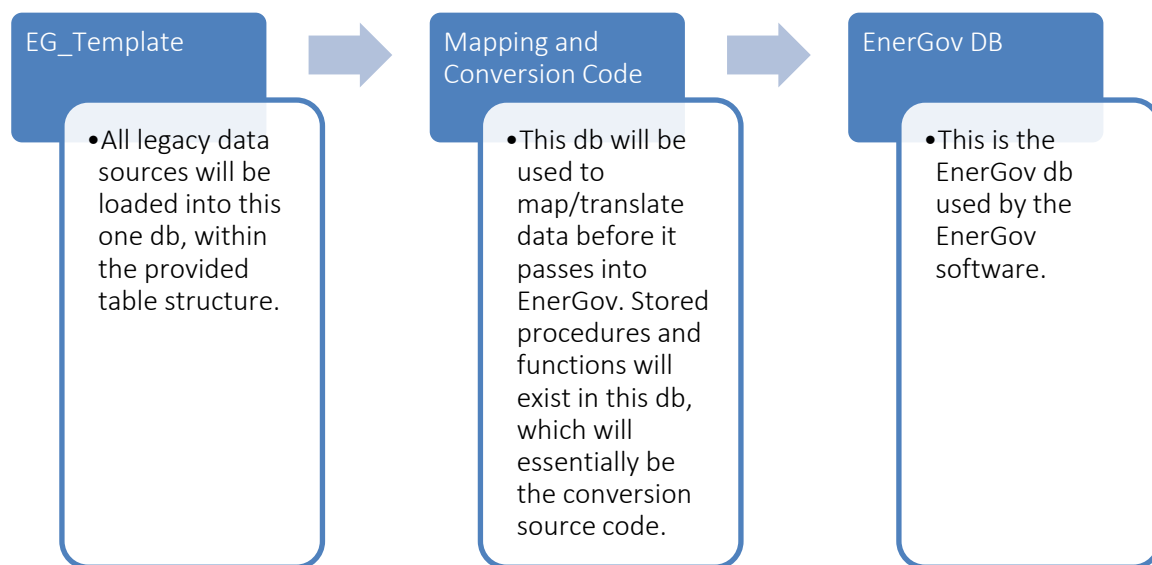
Multiple Legacy Data Sources:

There are usually multiple data sources to convert in a project. The plan is to have all data sources populated into the EG_Template db. At the main table level, there is an optional column where the legacy data source can be populated for reference. This is provided as a way to easily count up or research records originating from a particular legacy data source.

Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
2. EnerGov (the production EnerGov db)
3. A database containing all conversion processes and mapping tables. This is maintained by Tyler's data conversion team. This db takes the data from EG_Template, translates it, and populates it into the EnerGov db.



Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Client	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	Dependent on completed EnerGov configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties
4	Import-specific configuration changes to EnerGov	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client.
6	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	Client team will review the data and the interaction with it in the EnerGov software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the

Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	Go Live	Tyler /Client	Verification of EnerGov db and site functionality - Data Conversion sign-off Move to production phase



Exhibit C-4

Pricing and Payment Schedule - TTC

Customized for

Los Angeles County TTC Department

PRICING AND PAYMENT SCHEDULE

All defined terms have the meaning set forth in the Base Agreement, except as otherwise defined herein or in Amendment No. 5

1.0 CONTRACT SUM

The Contract Sum shall be County's maximum payment obligation to Contractor for the Users added via Amendment No. 5 in one-time fees or annual fees payable by Contract Year (CY), for (i) the License fee, (ii) Implementation Services fees, (iii) Training Certifications, (iv) Maintenance and Support Services Fees, (v) annual subscription fees, and (v) Pool Dollars, if any, each of which is set forth below and payable on the schedule set forth in Section 2 (Payment Schedule).

The prices set forth below do not include taxes for which the County is responsible.

Fee Component	One-Time Fee	CY6 6/24/19- 6/23/20	CY7 6/24/20- 6/23/21	CY8 6/24/21- 6/23/22	CY9 6/24/22- 6/23/23
A. Licenses	\$254,990				
B. Software					
C. Implementation Professional Services	\$222,140				
D. Estimated Travel Expenses	\$34,000				
E. Training	\$61,200				
F. Contingency (10%)	\$57,233				
G. Annual Software Maintenance and Support		\$26,099	\$54,808	\$57,548	\$60,426
H. Annual Licensing					N/A
Totals	\$629,563	\$26,099	\$54,808	\$57,548	\$60,426

2.0 PAYMENT SCHEDULE

A. LICENSE FEES

License fees shall be invoiced as follows:

(1) \$127,495 (50% of total License fees) invoiced upon completion of the project kick-off meeting.

(2) \$127,495 (50% of total License fees) invoiced upon the earlier of software installation in production environment or 120 days from the Amendment No. 5 Effective Date.

B. IMPLEMENTATION SERVICES

Implementation Services shall be invoiced on a monthly basis for the hours delivered in the prior month, subject to a ten percent (10%) retention. Retained amounts over the course of a Stage, as defined in the Project Plan (Attachment A-4.1), shall be released upon Stage sign-off, which sign-off shall not be unreasonably withheld.

C. TRAINING CERTIFICATIONS

Training Certifications (\$61,200) will be invoiced when delivered.

D. MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support Services Fees will be invoiced annually in advance of the Contract Year, beginning one (1) year from the Amendment No. 5 Effective Date, and thereafter in advance of the upcoming Contract Year, at the rates set forth in Section 1 of this Exhibit. Maintenance and Support Services Fees for any Extended Term shall be invoiced on the subsequent Contract Year anniversary(y)(ies) at Tyler's then-current rates, or at such other rates to which the parties may otherwise mutually agree.

E. ANNUAL SUBSCRIPTION FEES

Annual subscription fees, if any, will be invoiced annually in advance, beginning at Contract Year 6 (June 24, 2019-June 23, 2020) and thereafter in advance of the upcoming Contract Year, at the rates set forth in Section 1 of this Exhibit. Annual subscription fees for any Extended Term shall be invoiced on the subsequent Contract Year anniversary(y)(ies) at Tyler's then-current rates, or at such other rates to which the parties may otherwise mutually agree.

F. TRAVEL EXPENSES

Contractor has estimated travel expenses to be \$34,000. Contractor will invoice its actual travel expenses on a monthly basis, as incurred under Contractor's then-current Business Travel Policy, plus a 10% agency processing fee. Contractor's current Business Travel Policy is attached to Exhibit C-1 at Attachment C.1.

G. POOL DOLLARS FOR ADDITIONAL WORK/APPLICATIONS

All payments for or related to Additional Services and/or Additional Applications approved and paid by County shall correspondingly reduce the remaining Pool Dollars available. The quoted Pool Dollars is not a commitment or offer on the part of the County to spend such amounts for Additional Services, Additional Applications, or other expenses incurred or deliverables provided.

3.0 LICENSE - PRICING DETAIL

Application Software	Quantity	Per-Unit Price	Total Price	Comments
Business Management (BM) Suite	50	\$2,500	\$125,000	Entitles up to 50 TTC Users to a License of the BM Suite, as further defined in the Base Agreement.
Intelligent Automation Agent (IAA)	1	N/A	N/A	Included in TTC's License of the BM Suite: server-side plugin for post processing and proactive event handling automation.
Odata / Social IOE	1	N/A	N/A	Included in TTC's License of the BM Suite: Open data services / server-side plugin for enabling social media integration (Facebook/Twitter) and built-in Esri map views
Framework Enabling Products & Extensions				Extensions to DPR Enterprise License
EnerGov eReviews	1	N/A	N/A	Includes ePlan/Doc mgmt and external submission portal - Based on Population * Bluebeam licenses not included. An LA County wide license will be capped at \$149,999 total for all departments within the County. \$100,000 of this total has been split between DRP & DPW.

GIS Integration - EnerGov GIS	50	\$10,000	\$10,000	A County-wide license will be capped at \$120,000 total for all departments within the County. All new users outside DRP & DPW will be charged \$500 per user up to the \$120,000 County-wide license amount.
iG Workforce App	10	\$999	\$9,990	An LA County wide license will be capped at \$249,999 total for all departments within the County. All new users of the iG Workforce Apps will be charged the \$999 per user rate up to the \$249,999 cap.
VirtualPay	1	N/A	N/A	Included
Citizen Connected Products and Additional Citizen Components				*Based on Product License / Agency Population (10,000,000)
EnerGov Citizen Access Web Portal -BM	1	\$100,000	\$100,000	Included
EnerGov Decision Engine	1	\$10,000	\$10,000	An LA County wide license will be capped at \$100,000 total for all departments within the County. New departments will be charged \$10,000 per department, if the business requirements leverage the EnerGov Decision Engine.
TOTAL			\$254,990	

4.0 PROFESSIONAL SERVICES - PRICING DETAIL

Professional Services	Quantity	Blended rate	Total Price	Comments
Total Estimated Professional Services Resources	942	\$170	\$160,140	Quantity is quoted in hours; works out to 117 days. Hours breakdown is provided in Attachment A-4.1 ("Tyler Resources Purchased").
Estimated Travel Expenses (Based on weekly onsite trips)	20		\$34,000	Actual expenses to be incurred under Tyler's then-current Business Travel Policy, plus a 10% agency processing fee.
Other	Hours	Hourly Rate	Total	
Training Certification	360	\$170	\$61,200	Pre-Project training & End User Training & Onsite Production Support
Data Conversion Services	100	\$225	\$27,000	Data conversion- 1 consolidated source
Report Writing Services	100	\$170	\$17,000	Up to 10 reports
Integration Services	80	\$225	\$18,000	Up to 3 daily export files
TOTAL			\$317,340	
Annual Maintenance and Support			Base Price	
Annual Maintenance and Support Services			\$52,198	
iG Apps Subscription			N/A	
TOTAL			\$52,198	

5.0 ADDITIONAL APPLICATIONS AND ADDITIONAL SERVICES- PRICING DETAIL

Permitting and Land Management (PLM) Suite	\$2,500/named user	County may purchase named-user Licenses for other County Departments in the event the Users exceed a cap of 800 named users (200 for DRP and 600 for DPW), as set forth in the Base Agreement.
Licensing & Regulatory (LRM) Suite	\$2,500/named user	County may purchase named-user Licenses for other County Departments in the event the Users exceed a cap of 50 named users (0 for DRP, 50 for DPW and 0 for DPR), as set forth in the Base Agreement.
EnerGov eReviews	\$49,999	A County-wide license to EnerGov eReviews will be capped at \$149,999, with \$100,000 of that total already allocated to DRP (\$50,000) and DPW (\$50,000).
EnerGov GIS	\$10,000 per County Department or \$500/named user	A County-wide license to EnerGov GIS will be capped at \$120,000, with \$50,000 of that amount already allocated to DRP.

EnerGov Citizen Access Web Portal	\$0	A County-wide license to the Citizen Access Web Portal will be capped at \$100,000 for all County Departments, with that capped amount already met by DPW (\$50,000) and DRP (\$50,000)
EnerGov's Decision Engine	\$10,000 per Department	A County-wide license will be capped at \$100,000, with participating Departments choosing to leverage the Decision Engine, with \$20,000 of that capped amount already allocated to DPW (\$10,000) and DRP (\$10,000).
IG Workforce Apps	\$999 per User	A County-wide license will be capped at \$249,999, with \$199,999 of that amount already allocated to DPW (\$149,999) and DRP (\$50,000).
Additional Services	\$170/hour \$225/hour \$250/hour	\$170/hour: Implementation Consultant \$225/hour: Data & Integration Services \$250/hour: Custom Development

* Pricing for Additional Services shall be available at the rates set forth above for twenty-four (24) months from the Effective Date of Amendment No. 5.

6.0 CONSOLIDATED FEE SCHEDULE FOR DRP, DPW DPR, FIRE & TTC

For the County's reference, the parties agree that the following chart summarizes the fees and general payment terms, individually and combined, for the DRP, DPW, DPR, FIRE and TTC, licenses and services purchases under the Base Agreement. Additional pricing details specific to DRP and DPW are set forth at Exhibits C-1 and C-2, respectively.

Consolidated Fee Schedule for DRP, DPW, DPR FIRE & TTC														
	Fee Component	One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Total
DRP:	License	\$ 709,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 709,999
	Implementation Services	\$ 656,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,472
	Training Certifications	\$ 3,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,998
	Maintenance & Support Services	\$ -	\$ -	\$ 132,000	\$ 135,960	\$ 140,039	\$ 145,641	\$ 151,467	\$ 159,040	\$ 166,992	\$ 175,342	\$ 184,109	\$ 193,314	\$ 1,583,903
	Annual Subscriptions	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 550,000
	Estimated Travel Expense	\$ 78,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,540
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,300
DRP Contract Total		\$ 1,449,009	\$ 50,000	\$ 182,000	\$ 185,960	\$ 190,039	\$ 195,641	\$ 201,467	\$ 209,040	\$ 216,992	\$ 225,342	\$ 234,109	\$ 243,314	\$ 3,795,212
DPW:	License	\$ 1,944,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,944,991
	Implementation Services	\$ 3,755,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,755,280
	Training Certifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Maintenance & Support Services	\$ -	\$ -	\$ -	\$ 350,098	\$ 360,601	\$ 375,025	\$ 390,026	\$ 409,527	\$ 430,004	\$ 451,504	\$ 474,079	\$ 497,783	\$ 3,738,647
	Annual Subscriptions	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 450,000
	Estimated Travel Expense	\$ 443,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443,700
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 781,972
DPW Contract Total		\$ 6,143,971	\$ -	\$ -	\$ 400,098	\$ 410,601	\$ 425,025	\$ 440,026	\$ 459,527	\$ 480,004	\$ 501,504	\$ 524,079	\$ 547,783	\$ 11,114,590
DPR:	License	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
	Implementation Services	\$ 175,876	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,876
	Training Certifications	\$ 20,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,400
	Maintenance & Support Services	\$ -	\$ -	\$ -	\$ -	\$ 6,930	\$ 7,207	\$ 7,495	\$ 7,870	\$ 8,264	\$ 8,677	\$ 9,111	\$ 9,566	\$ 65,121
	Annual Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Estimated Travel Expense	\$ 17,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,491
DPR Contract Total		\$ 243,276	\$ -	\$ -	\$ -	\$ 6,930	\$ 7,207	\$ 7,495	\$ 7,870	\$ 8,264	\$ 8,677	\$ 9,111	\$ 9,566	\$ 334,887
DoFire:	License	\$ 224,492	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 224,492
	Implementation Services	\$ 550,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,150
	Training Certifications	\$ 64,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,600
	Maintenance & Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,409	\$ 42,025	\$ 44,127	\$ 46,333	\$ 48,650	\$ 51,082	\$ 53,636	\$ 326,262
	Annual Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 350,000
	Estimated Travel Expense	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,924
DoFire Contract Total		\$ 889,242	\$ -	\$ -	\$ -	\$ -	\$ 90,409	\$ 92,025	\$ 94,127	\$ 96,333	\$ 98,650	\$ 101,082	\$ 103,636	\$ 1,654,428
TTC:	License	\$ 254,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,990
	Implementation Services	\$ 222,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222,140
	Training Certifications	\$ 61,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,200
	Maintenance & Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,099	\$ 54,808	\$ 57,548	\$ 60,426	\$ 63,447	\$ 66,619	\$ 328,947
	Annual Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Estimated Travel Expense	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,000
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,233
TTC Contract Total		\$ 572,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,099	\$ 54,808	\$ 57,548	\$ 60,426	\$ 63,447	\$ 66,619	\$ 958,510
Combined DRP, DPW, DPR and DoFire Totals		\$ 9,297,828	\$ 50,000	\$ 182,000	\$ 586,058	\$ 607,570	\$ 718,282	\$ 767,112	\$ 825,372	\$ 859,141	\$ 894,598	\$ 931,828	\$ 970,919	\$ 17,857,627
	3% increase													
	4% increase													
	5% increase													

7.0 PRICING DETAIL FOR INTERFACES

Tyler shall provide 80 hours for this project to write up to 3 daily export files.



Exhibit D-4

Project Schedule - TTC

Customized for

Los Angeles County TTC Department

Below is a high-level schedule estimating the duration of Project Plan Stages, as defined in Exhibit A, Attachment A-4.1 (Project Plan – TTC). Once finalized and approved by authorized representatives of both parties during Stage 1 (Initiation and Planning), the final Project Schedule shall become part of this Exhibit D-4, as if fully set forth herein

TTC

Stage 1:	1 months
Stage 2:	3 month
Stage 3a:	1 month
Stage 3b:	1 month
Stage 4:	2 months
Stage 5a:	1 months
Stage 5b:	1 months
Stage 6:	1 months
Stage 7:	1 months
Total:	12 months

Exhibit E-4

In accordance with Subparagraph 14 of Amendment No. 5, an Exhibit E-4 (Administration of Agreement – TTC) shall be prepared during kick-off of the TTC Implementation Services, as set forth in Paragraph 4.1 of the Agreement.

**Exhibit F
Schedule 1**

Acceptance Sign Off

Client: _____

Date: _____

Visit/Deliverable: _____

Tyler Technologies Use Only
<input type="checkbox"/> Deliverable does NOT denote a payment milestone
<input type="checkbox"/> This deliverable denotes a payable milestone. Amount Due: \$0.00

Deliverables	Performed By	Notes
Additional Signoff Notes:		

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: _____

Signature: _____

Date: _____

(Please return signed copy to the Tyler Technologies project team)

Customer Notes:

--

**Exhibit F
Schedule 2**

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

**Exhibit F
Schedule 3**

Custom Programming Request Form

Client:	
Date of Request:	
Contact Name:	
Expiration Date:	(Quote is valid for 30 days)

Feature Request

[Short Narrative Here]

Option 1 – [Custom Programming Item Name], [Hour Estimate]

[Details here]

Tyler Technologies Use Only

Development Hours:	0	Impact Fee:	\$0
Estimated Release Date:	See Dates Below	Development:	\$0
Estimated Release Version:	See Dates Below	Implementation Cost:	\$0
		Training Cost:	\$0
		Documentation Cost:	\$0
		Total Cost:	\$0

R&D Authorization:		Total Cost:	\$0
Sales Rep Authorization:			
Authorized:			

Release Schedule

Release Schedule	Estimated Date
[EnerGov Software Beta Release date]	DATE
[EnerGov Software RC Release date]	DATE
[EnerGov Software Gold Release date]	DATE
* Release dates are subject to change	

Accepted and Ordered by Customer:

Signature:	
Name (print):	
Title:	
Date:	

Please sign, date and return by
fax:

Tyler Technologies, Inc.

BUSINESS LICENSE FEE CHART

Attachment A-4.2

CODE	FEE CODE	CLASSIFICATION	Animal Control	Beaches and Harbor	CEO Risk Management	Building & Safety (PW)	Fire	Fire CUPA	EMS	Health	Health - Tobacco Control	Treasurer & Tax Collector	Business License Commission	Regional Planning	Weights & Measure	Publishing	Environmental Health (PW)	Sheriff
7.92.070	7002 W/G	ADULT CABARET				X	X			X		X	X	X		X		X
7.16.040	1013 TO	AIR AMBULANCE (AIRCRAFT)							X									
7.16.058	1012 W/G	AIR AMBULANCE OPERATOR							X									
8.04.810	1014 TO	AMBULANCE TRANSFER LIC FEE							X									
7.16.170	1000 W/G	AMBULETTE DRIVER							X									
7.16.170	1011 W/G	AMBULETTE DRIVER W/CITY							X									
7.17.071	1001 W/G	AMBULETTE VEHICLE							X									
7.16.040	1002 W/G	AMBULANCE VEHICLE							X									
7.16.030	1003 W/G	AMBULANCE OPERATOR							X									
7.17.020	1004 W/G	AMBULETTE OPERATOR							X									
7.16.170	1009 W/G	AMBULETTE ATTENDANT							X									
7.16.170	1010 W/G	AMBULETTE ATT. W/CITY							X									
7.50.030	5721 TO	APARTMENT HOUSE 5-10					X							X				
7.50.030	5722 TO	APARTMENT HOUSE 11-15					X							X				
7.50.030	5723 TO	APARTMENT HOUSE 16+					X							X				
7.18.020	0441 W/G	BILLIARD ROOM				X	X						X	X		X		X
7.20.180	3531 W/G	BINGO MANAGER											X					X
7.20.530	3581 W/G	BINGO SUPPLIER											X					X
7.20.040	3802 W/G	BINGO OPERATOR			X	X	X			X			X	X				X
7.50.010	0571 TO	BOARDING HOUSE (7+ TENANTS)					X			X				X				
7.50.010	0572 TO	BOARDING HOUSE (1-6 TENANTS)					X							X				
7.94.050	6500 W/G	BODY ART ESTABLISHMENT			X	X	X			X		X	X	X				X

BUSINESS LICENSE FEE CHART

Attachment A-4.2

CODE	FEE CODE	CLASSIFICATION	Animal Control	Beaches and Harbor	CEO Risk Management	Building & Safety (PW)	Fire	Fire CUPA	EMS	Health	Health - Tobacco Control	Treasurer & Tax Collector	Business License Commission	Regional Planning	Weights & Measure	Publishing	Environmental Health (PW)	Sheriff
7.94.050	6550 W/G	BODY ART ESTAB. MOBILE			X	X	X			X		X	X	X				X
7.94.090	6560 W/G	BODY ART TECHNICIAN								X		X						X
7.94.090	6561 W/G	BODY ART TECH. MOBILE			X					X		X						X
7.90.030	0322 W/G	BOOKSTORE (ADULT)				X	X						X	X		X		X
7.90.030	0321 W/G	BOOKSTORE (GENERAL)				X	X						X	X		X		X
7.90.070	0324 TO	BOTTLE WASHING						X		X				X				
7.90.080	0325 TO	BOTTLE WORKS						X						X				
7.90.340	0326 W/G	BOWLING ALLEY				X	X			X		X	X	X		X		X
7.22.030	0841 W/G	CARD/GAME CLUB				X	X			X			X	X		X		X
7.25.010	0331 W/G	CARNIVAL			X							X	X				X	X
7.25.020	0374 W/G	CARNIVAL GAME BOOTH										X						
7.06.160	0048 W/G	CHARITABLE INSTITUTION										X	X					
7.25.010	0375 W/G	CIRCUS - 1ST DAY	X		X							X	X	X			X	X
7.25.010	9375 W/G	CIRCUS - EA. ADD'L DAY	X									X						
7.40.030	2422 W/G	CLOSE-OUT SALE 60 DAYS										X						
7.40.030	2423 W/G	CLOSE-OUT 30 DAY REN.										X						
7.90.360	0327 TO	COIN PHONOGRAPH										X		X				
7.90.370	0328 TO	COIN GAME										X		X				
7.26.020	0505 TO	COLD STORAGE					X			X				X				
7.08.050	7288 W/G	DIRECTOR'S CHG. W/HEARS.										X	X					
7.08.050	7290 TO	DIRECTOR'S CHG. WO/HEAR.										X						

BUSINESS LICENSE FEE CHART

Attachment A-4.2

CODE	FEE CODE	CLASSIFICATION	Animal Control	Beaches and Harbor	CEO Risk Management	Building & Safety (PW)	Fire	Fire CUPA	EMS	Health	Health - Tobacco Control	Treasurer & Tax Collector	Business License Commission	Regional Planning	Weights & Measure	Publishing	Environmental Health (PW)	Sheriff
7.30.110	2020 W/G	DANCE				X	X			X		X	X	X		X		X
7.30.180	2021 W/G	DANCE (SPECIAL)				X	X			X		X	X	X		X		X
7.30.130	2022 W/G	DANCE YOUTH/CHARITY				X	X			X		X	X	X		X		X
7.32.010	0751 TO	DEMONSTRATOR										X						
7.06.190	0075 TO	DUPLICATE LICENSE																
7.36.040	2809 W/G	ENTERTAINMENT W/DANCE				X	X					X	X	X		X		X
7.36.040	2811 W/G	ENTERTAINMENT WO/DANCE				X	X					X	X	X		X		X
7.36.130	2812 W/G	ENTERTAINMENT CHARITY				X	X					X	X	X		X		X
7.38.020	0533 W/G	ESCORT BUREAU					X			X			X	X				X
7.90.380	0329 W/G	EXHIBITION				X	X			X		X	X	X			X	X
7.90.090	0330 W/G	EXPLOSIVES					X	X		X				X				X
7.90.110	0332 TO	FERTILIZER PLANT					X	X						X				
7.90.120	0333 TO	FILLING STATION					X	X						X			X	
7.72.030	0654 TO	FOOD ESTABLISHMENT					X			X				X				
7.76.170	1325 TO	FOUNDRY					X	X				X		X				
7.42.010	1251 TO	FUNERAL ESCORT SERVICE										X						
7.42.030	1252 TO	FUNERAL ESCORT RIDER										X						
7.90.440	3281 W/G	GAME ARCADE				X	X					X	X	X				X
7.28.040	0710 TO	GAS & OIL TANKER					X	X										
7.46.020	0760 TO	GUN DEALER					X							X				X
7.90.130	0335 TO	HAY, GRAIN AND FEED					X							X				

BUSINESS LICENSE FEE CHART

Attachment A-4.2

CODE	FEE CODE	CLASSIFICATION	Animal Control	Beaches and Harbor	CEO Risk Management	Building & Safety (PW)	Fire	Fire CUPA	EMS	Health	Health - Tobacco Control	Treasurer & Tax Collector	Business License Commission	Regional Planning	Weights & Measure	Publishing	Environmental Health (PW)	Sheriff
7.47.020	5912 W/G	HEALTH CLUB/SPA			X	X	X	X		X		X	X	X				X
7.48.010	5611 TO	HOG RANCH	X				X			X				X				
7.90.140	0336 TO	HORSEMEAT UNCOOKED								X				X				
7.50.030	5731 TO	HOTEL 5-10					X			X				X				
7.50.030	5732 TO	HOTEL 11-15					X			X				X				
7.50.030	5733 TO	HOTEL 16+					X			X				X				
7.52.020	0581 W/G	IDENTIFICATION CARD										X						X
7.90.160	0339 TO	LAUNDERETTE					X			X				X				
7.90.170	0340 TO	LIVERY STABLE	X				X			X				X				
7.90.190	0341 W/G	LOCKSMITH										X		X				X
7.90.190	0342 W/G	LOCKSMITH ITINERANT										X						X
7.90.280	0364 TO	LUMBERYARD					X	X						X				
7.36.270	2732 W/G	MANAGER										X						X
7.54.020	5910 W/G	MASSAGE ESTABLISHMENT				X	X			X		X	X	X		X		X
7.54.020	5911 W/G	MASSAGE ESTABLISHMENT (RENEWAL)								X		X	X			X		X
7.54.210	0594 W/G	MASSAGE TECHNICIAN										X						
7.54.210	0595 W/G	MASSAGE TECHNICIAN (RENEWAL)										X						
7.55.040	9500 W/G	MEDICAL MARIJUANA DISPENSARY			X	X	X	X		X		X	X	X				X
7.55.080	5911 W/G	MEDICAL MARIJUANA MANAGER										X						X
7.56.020	2615 W/G	MODEL STUDIO					X			X			X	X		X		X
7.50.040	0573 TO	MOTEL					X			X				X				

BUSINESS LICENSE FEE CHART

Attachment A-4.2

CODE	FEE CODE	CLASSIFICATION	Animal Control	Beaches and Harbor	CEO Risk Management	Building & Safety (PW)	Fire	Fire CUPA	EMS	Health	Health - Tobacco Control	Treasurer & Tax Collector	Business License Commission	Regional Planning	Weights & Measure	Publishing	Environmental Health (PW)	Sheriff
7.90.510	0343 TO	MOTORCYCLE CONTEST					X					X		X				
7.90.510	0943 TO	MTRCYCLE CONTEST @ DAY										X						
7.58.040	4039 TO	MOTOR VEH. REPAIR ITIN.						X				X						
7.58.040	4040 TO	MOTOR VEHICLE REPAIR					X	X				X		X			X	
7.58.020	4041 TO	MOTOR VEH. BODY/FENDER					X	X				X		X				
7.58.030	4042 TO	MOTOR VEHICLE PAINT					X	X				X		X				
7.88.010	0721 TO	MOTOR VEHICLE RENTAL					X	X				X		X				
7.90.570	0354 W/G	OFF-ROAD VEHICLE					X	X				X	X	X		X		X
7.76.190	1333 TO	OIL TOOL EXCHANGE						X				X		X				
7.60.030	3172 W/G	OUTDOOR FESTIVAL RELIG.			X		X			X		X	X	X		X	X	X
7.60.030	3202 W/G	OUTDOOR FEST. 1ST DAY			X		X			X		X	X	X		X	X	X
7.60.030	3203 W/G	OUTDOOR FEST. ADD'L DAY										X						
7.06.300	7287 W/G	PARTNERSHIP CHG W/HEAR										X	X					X
7.06.300	7289 TO	PARTNERSHIP CHG WO/HEAR										X						
7.76.220	1343 W/G	PAWNBROKER										X		X				X
7.62.030	0605 W/G	PEDDLER (COMM MOTOR VEH)								X		X						
7.62.040	0606 TO	PEDDLER (MDSE-SPEC. EVENT)										X						
7.14.010	9000 TO	PEDDLER VETERAN										X						
7.90.550	0350 TO	PICNIC PARK					X			X				X				
7.64.020	2714 W/G	PICTURE ARCADE (GENERAL)				X	X			X		X	X	X		X		X
7.64.020	2715 W/G	PICTURE ARCADE (ADULT)				X	X			X		X	X	X		X		X

BUSINESS LICENSE FEE CHART

Attachment A-4.2

CODE	FEE CODE	CLASSIFICATION	Animal Control	Beaches and Harbor	CEO Risk Management	Building & Safety (PW)	Fire	Fire CUPA	EMS	Health	Health - Tobacco Control	Treasurer & Tax Collector	Business License Commission	Regional Planning	Weights & Measure	Publishing	Environmental Health (PW)	Sheriff
7.90.210	0347 TO	PLANT NURSERY												X				
7.90.560	0351 TO	PONY RIDE	X							X								
7.90.220	0352 TO	POULTRY DEALER (LIVE)	X							X				X				
7.24.410	3171 W/G	PROMOTOR			X							X	X					X
7.72.020	0652 W/G	PUBLIC EATING					X			X		X		X				
7.74.020	1111 TO	REBOUND TUMBLING			X	X	X			X		X		X				
7.90.240	0358 TO	RENDERING PLANT												X				
7.25.060	1112 TO	RIDES MECHANICAL				X						X						
7.90.250	0360 W/G	RIFLE RANGE				X	X	X		X		X	X	X				X
7.90.590	3614 W/G	RODEO - 1ST DAY	X									X	X	X			X	X
7.90.590	3615 W/G	RODEO EA. ADD'L DAY										X						
7.76.260	1354 W/G	SALVAGE DEALER					X					X		X			X	X
7.76.250	1356 TO	SALVAGE COLLECTOR										X						X
7.76.280	1357 TO	SALVAGE COLL. CHARITY										X						X
7.76.280	1355 W/G	SALVAGE DEALER CHARITY					X					X		X			X	X
7.90.280	0365 TO	SAWMILL					X							X				
7.70.020	0622 W/G	SCHOOL PRIVATE				X	X			X		X	X	X				X
7.06.170	0051 TO	SEASONAL LICENSE																
7.76.270	1352 W/G	SECONDHAND DEALER					X					X		X			X	X
7.76.270	1351 W/G	SECONDHAND DEALER ITIN.										X						X
7.76.280	1353 W/G	SECONDHAND DEALER CHAR					X					X		X			X	X

BUSINESS LICENSE FEE CHART

Attachment A-4.2

CODE	FEE CODE	CLASSIFICATION	Animal Control	Beaches and Harbor	CEO Risk Management	Building & Safety (PW)	Fire	Fire CUPA	EMS	Health	Health - Tobacco Control	Treasurer & Tax Collector	Business License Commission	Regional Planning	Weights & Measure	Publishing	Environmental Health (PW)	Sheriff
7.06.280	0766 W/G	SITE TRANSFER																
7.30.670	2171 W/G	SKATING RINK					X	X		X		X	X	X		X		X
7.04.050		SEPARATE ACTIVITY																
7.90.610	0366 W/G	SHOOTING GALLERY					X	X				X		X				
7.62.080	0611 W/G	SOLICITOR COMPANY										X						X
7.62.090	0612 W/G	SOLICITOR INDIVIDUAL										X						X
7.62.080	0049 W/G	SOLICITOR CHARITY										X						
7.78.070	2501 TO	SOUND TRUCK										X						
7.90.290	0372 TO	SWIMMING POOL PUBLIC						X		X				X				
7.80.450	1501 W/G	TAXICAB DRIVER										X						X
7.80.450	1500 W/G	TAXICAB DRIVER W/CITY										X						X
7.80.030	1502 W/G	TAXICAB OPERATOR			X							X	X					X
7.80.040	1503 W/G	TAXICAB 1ST VEHICLE										X			X			
7.80.040	1504 W/G	ADD'L TAXICAB VEHICLE										X			X			
7.80.190	9001 W/G	TAXICAB MODIFY WO/HEAR.										X						
7.80.190	9002 W/G	TAXICAB MODIFY W/HEAR.										X	X					
7.30.070	2011 W/G	TAXI DANCE HALL				X	X			X		X	X	X				X
7.30.690	2191 TO	TAXI DANCE INSTRUCTOR										X						
7.82.090	3342 W/G	THEATRE (ADULT)				X	X			X		X	X	X		X		X
7.82.090	3341 W/G	THEATRE (GENERAL)				X	X			X		X	X	X		X		X
7.83.030	9050 W/G	TOBACCO SHOP*				X	X				X	X		X				

BUSINESS LICENSE FEE CHART

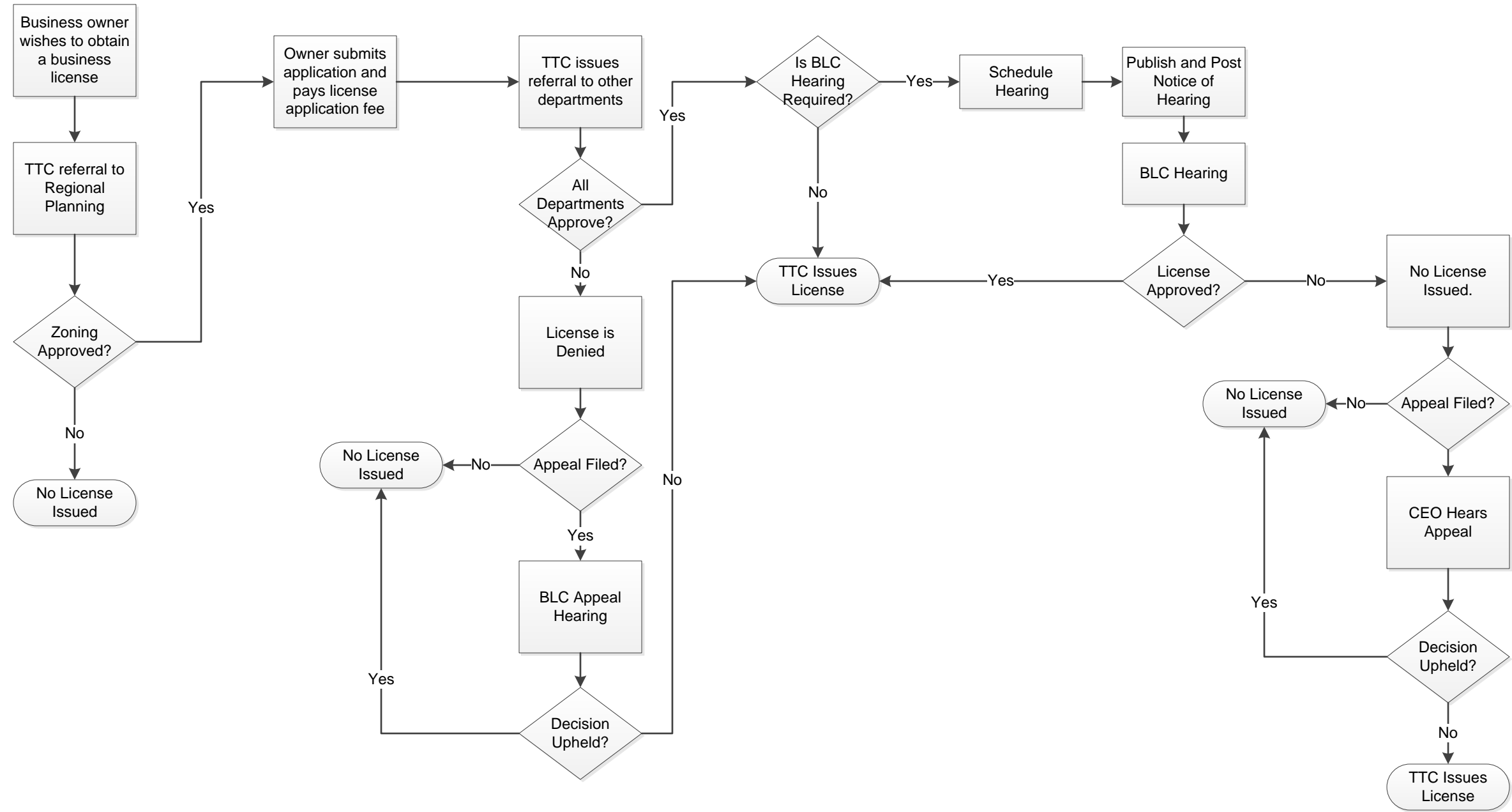
Attachment A-4.2

CODE	FEE CODE	CLASSIFICATION	Animal Control	Beaches and Harbor	CEO Risk Management	Building & Safety (PW)	Fire	Fire CUPA	EMS	Health	Health - Tobacco Control	Treasurer & Tax Collector	Business License Commission	Regional Planning	Weights & Measure	Publishing	Environmental Health (PW)	Sheriff
7.83.030	9051 W/G	TOBACCO SHOP (RENEWAL ONLY)*									X	X						
7.28.030	0706 TO	TOW TRUCK										X						
7.28.030	0707 TO	TOW TRUCK W/CITY										X						
7.84.020	2311 W/G	TRADE-IN-DEALER					X					X		X			X	
7.90.620	0375 W/G	TRAVELING SHOW 1ST DAY			X							X	X	X			X	X
7.90.620	9375 W/G	TRAVELING SHOW ADD'L DAY										X						
7.85.020	0785 W/G	VACATION CERTIFICATES			X							X	X					X
7.86.020	0732 TO	VALET PARKING			X							X						
7.90.310	0376 TO	WEED ERADICATOR					X											
7.80.680	1573 W/G	WATER TAXI OPERATOR		X	X							X	X					X
7.80.680	1574 W/G	WATER TAXI BOAT		X	X							X						
7.80.680	1575 W/G	EACH ADD'L BOAT		X	X							X						

Last Edited: 10/16/2019

* = 2 year
license
duration

TTC Business License Application Process within the System



Pending Referral Summary				
DATE				
	30	30-60	60+	Total
Animal Care & Control				
Building & Safety				
Fire CUPA				
Fire				
Public Health				
Public Works				
Regional Planning				
Risk Management				
Sheriff				
TTC				
Totals	0	0	0	0

NOTICE OF VIOLATIONS

Attachment A-4.6

[illegible]

Scanline Specification

^ - Space
 9 - Numeric
 V - Decimal
 X - Alphanumeric

 Z - Zero Suppress

Field No.	Field Name	Length of Field	Instructions
1	Delinquent Year	2	Renewal Bill: '00' NOV: year of today
2	Check Digit of Delinquent Year and Instruction Code	1	See Check Digit Calculation
3	Billing Year	2	Year of Due Date
4	Sequence	3	Always '999'
5	Check Digit for Billing Year and Sequence	1	See Check Digit Calculation
6	Business Code	4	
7	Account Number	6	
8	Fee Due	9	
9	Fee Due with Penalties	9	
10	Check Digit for Business Code and Account Number	1	See Check Digit Calculation
11	Check Digit for Fee Due and Installment Key	1	See Check Digit Calculation
12	Check Digit for Fee Due w/Penalty and Installment Key	1	See Check Digit Calculation
13	Installment Key	1	Always '3'
14	Instruction Code	4	Renewal Bill: '0000' NOV: MMdd of today

Scanline SpecificationDetail Line

^ - Space
 9 - Numeric
 V - Decimal
 X - Alphanumeric
 Z - Zero Suppress

Field No.	Field Name	Length of Field	Format	Instructions
1.	Business Code	4	9(4)	
2.	Account Number	6	9(6)	
3.	Year-Sequence	5	9(5)	Billing Year +'999'
4.	Filler	1	X(1)	Space
5.	File Number	11	9(11)	a unique number from payment process
6.	Pay Type (PT)	1	9(1)	Always '3'
7.	Payment Amount	9	9(9)	
8.	Penalty Indicator (PI)	1	X(1)	space
9.	Payment Date	6	9(6)	YYMMDD
10.	Batch Id	4	9(4)	'9999'

Scanline Specification (Cont.)Trailer

^ - Space
 9 - Numeric
 V - Decimal
 X - Alphanumeric
 Z - Zero Suppress

Field No.	Field Name	Length of Field	Format	Instructions
1	Total Amount	12	9(12)	Total BLS Detail Payment Amount
2	Summary Code	16	9(16)	All 9 always
3	Total Record Count	6	9(6)	Total number of BLS detail records
4	Summary Code	13	9(13)	All 9 always
5	Filler	1	X(1)	Spaces



William S. Kehoe
CHIEF INFORMATION OFFICER

DRAFT

Office of the CIO
CIO Analysis

DATE:

2/11/2020

SUBJECT:

APPROVE AMENDMENT TO AGREEMENT NO. 78227 FOR THE ELECTRONIC PERMITTING AND INSPECTIONS COUNTY OF LOS ANGELES SYSTEM

CONTRACT TYPE:

☐ New Contract ☐ Sole Source ☒ Amendment to Contract #: 78227

SUMMARY:

Description: This Board Letter requests the Board of Supervisors (Board) to approve Amendment No. 5 to Agreement Number 78227 with Tyler Technologies, Inc. (Tyler) to expand the scope of the Electronic Permitting and Inspections County of Los Angeles (EPIC-LA) system to include the data collection and workflows related to the Treasurer and Tax Collector's (TTC) business licensing and registration functions.

The Board Letter also recommends an extension of the term of the Agreement by three years. Combined with two optional one-year extensions previously approved by the Board, the maximum contract term would be through June 23, 2025. By extending the base term by three years, the maximum contract sum will need to be increased to account for the additional maintenance and support costs during the extended period, in addition to the one-time implementation costs for the TTC's Scope of Work. Regional Planning has confirmed the respective obligations with each of the EPIC-LA departments, who will plan for the amended costs in their operating budgets.

On February 18, 2018, the Board directed that this Amendment to expand this existing Agreement with Tyler include the TTC's business licensing, registration, and data collection function as part of the EPIC-LA system. Additionally, the Department of Consumer Affairs (DCBA) and the TTC reported back to the Board on October 25, 2018 that this Amendment was being prepared to provide online registration and data collection for the Business Registration Program.

Amendment Amount: **\$3,565,362**

Term Extension: **3 years**

FINANCIAL ANALYSIS:

Contract Costs:

Amendment No. 5, One-Time Costs to the TTC

Licenses	\$	254,990
Implementation Services	\$	222,140
Training Certifications	\$	61,200

APPROVE AMENDMENT TO AGREEMENT NO. 78227 FOR THE ELECTRONIC PERMITTING AND INSPECTIONS COUNTY OF LOS ANGELES SYSTEM

DRAFT

Tyler Estimated Travel Expense	\$	34,000
Pool Dollars	\$	57,233
Total Amend. No. 5, One-Time Costs to the TTC: .	\$	629,563

Amendment No. 5, Maintenance & Support (M&S) Costs for TTC through June 23, 2025 ¹		
TTC.....	\$	328,947
Total Amend. No. 5, M&S Cost, TTC, to 6/2025:...	\$	328,947

Amendment No. 5, Additional Maintenance & Support (M&S) Costs for through June 23, 2025 ²		
Regional Planning	\$	702,764
Public Works	\$	1,573,366
Parks and Recreation	\$	27,355
Fire District	\$	303,368
Total Amend. No. 5, Add'l M&S Cost to 6/2025:..	\$	2,606,853

TOTAL AMENDMENT NO. 5: \$ **3,565,362**

MAXIMUM CONTRACT SUM: \$ **17,857,627**

Annual Non-Contract Costs:

Estimated ISD Hosting³ \$ 262,554

Notes:

¹ M&S costs to TTC for both base and optional terms. The M&S costs include a 5.0 percent increase year over year through the base and optional terms.

² Additional costs to the EPIC-LA departments due to the increase of the base term by 3 years. The M&S costs include a 5.0 percent increase year over year through the base and optional terms.

³ These costs are apportioned to the EPIC-LA participating departments by a percentage share of the Tyler licenses that each department holds. In the TTC's case, its share is estimated at \$14,285 per year. This amount will vary depending on computing resources needed to support EPIC-LA, ISD's current rates, and the number of licenses departments hold compared to the County's aggregate licenses. If the ISD hosting costs were to remain constant, the other EPIC-LA departments would see a slight decrease in their cost share due to the addition of the TTC.

RISKS:

1. This is not a fixed fee engagement, which introduces cost, quality, acceptance and schedule risks. These risks have mitigation measures, including time and cost estimates for each stage of the estimated 12-month project. This is especially true because the Scope of Work includes assessment of business processes to ensure that all required business functionality is addressed, which could require additional work beyond what is currently expected. The

APPROVE AMENDMENT TO AGREEMENT NO. 78227 FOR THE ELECTRONIC PERMITTING AND INSPECTIONS COUNTY OF LOS ANGELES SYSTEM

project includes Pool Dollars of 10 percent (\$57,233) to account for any unanticipated work. OCIO recommends that the TTC's project manager provide a monthly written report to the Department's executive sponsor, identifying any project cost, quality, or schedule issues. Finally, the TTC will keep the Board of Supervisors informed as to the progress of the implementation via the on-going EPIC-LA 120-day report backs.

2. Due to the complexity of the implementation project, OCIO recommends a strong project governance and a dedicated County project manager to ensure adherence to schedule and budget, to manage change requests, to manage the Contractor's performance, and to represent the needs and acceptance of the business users of the TTC. Should the TTC not assign a dedicated County project manager, OCIO recommends that the TTC's project governance team closely monitor and provide any needed assistance to the non-dedicated project manager.
3. OCIO understands that there is the possibility that the business licensing function may be transferred to DCBA in the future. Although there are no immediate plans or approval to do so, it would be advantageous for DBCA staff to observe the implementation of the system to be knowledgeable of the TTC EPIC-LA software if the business licensing operations are transferred before the termination of the Agreement.
4. While no security risks associated with the Amendment have been identified, the TTC implementation will take advantage of the established EPIC-LA architecture, including the use of the County-approved payment processor and the ISD private cloud service for hosting. The County has extensively vetted these environments and designs.
5. While no contract risks with the Amendment have been identified, County Counsel participated in its negotiation and has approved the Amendment as to form. The Amendment specifically allows the TTC's software licenses to be transferred to another County department should operations be transferred at some point during the term.

PREPARED BY:

ERIC SASAKI, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

DATE

DRAFT

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	1/22/2020			
BOARD MEETING	2/4/2020			
SUPERVISORIAL DISTRICT AFFECTED	All			
DEPARTMENT	Department of Public Health (DPH)			
SUBJECT	APPROVAL TO AMEND A SOLE SOURCE DATA MANAGEMENT SERVICES CONTRACT WITH AUTOMATED CASE MANAGEMENT SYSTEMS, INC. TO EXTEND THE TERM EFFECTIVE MARCH 1, 2020 THROUGH FEBRUARY 28, 2021			
PROGRAM	Division of HIV and STD Programs (DHSP)			
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <p>In June 1994, ACMS was funded by the Health Resources Services Administration (HRSA) to design client level data collection systems for HRSA. In June 1994, DPH submitted an application to HRSA for additional funding to support the “Demonstration of the Usefulness of Client Level Data for Evaluation of HIV/AIDS Services Programs” project. DPH was awarded funding and subsequently entered into sole source contracts for these services with ACMS. ACMS maintained the computer system software CD4 Online Management and Patient Information System (COMPIS) and Information Management of AIDS Cases and Services (IMACS) originally used to collect the client level data required for HRSA reporting. ACMS is the sole proprietor and only provider with the rights to maintain the current system, which currently supports all DPH contracted HIV care services providers.</p>			
DEADLINES/ TIME CONSTRAINTS	The current contract expires February 29, 2020.			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td>Total cost: \$660,000 for one year</td><td>Funding source: Ryan White Program (RWP) Part A</td></tr> </table> <p>TERMS (if applicable): March 1, 2020 through February 28, 2021 and delegated authority for an additional 24 months if needed through February 28, 2023.</p> <p>Explanation:</p>		Total cost: \$660,000 for one year	Funding source: Ryan White Program (RWP) Part A
Total cost: \$660,000 for one year	Funding source: Ryan White Program (RWP) Part A			
PURPOSE OF REQUEST	DPH is requesting approval to extend the current contract with Automated Case Management System, Inc. for 12 months, effective March 1, 2020 through February 28, 2021, to complete the implementation and evaluation phase of the solicitation process. In addition, DPH is requesting delegated authority for the following: 1) to extend the term for two (2) additional 12 month terms through February 28, 2023, to reconcile all final data variables in the transfer between data management systems; 2) execute change notices and; 3) to terminate the contraction during the extension period by providing a 30 day advance written termination notice.			
BACKGROUND (include internal/external issues that may exist)	The current data management system for HIV care services funded through DPH's DHSP is used for reporting requirements to federal funders. This system includes a significant amount of historical information and is used by all DHSP contracted care services providers for invoicing and other critical financial functions. It includes database services such as: administration, security, maintenance, encryption, conversion and migration, design and modification, and development of interfaces with other Electronic Health Record systems. It also provides valuable clinical outcomes data for clients served by DHSP.			
DEPARTMENTAL AND OTHER CONTACTS	DPH/DHSP, Mario Perez, Director, (213) 351- 8001 / mjperez@ph.lacounty.gov DPH/Public Health Information Systems, David Cardenas, Departmental Chief Information Officer , (323) 914-8163 / dcardenas@ph.lacounty.gov DPH/Lauren Dunning, (213) 288-7107 / ldunning@ph.lacounty.gov County Counsel, Michael D. Owens, Deputy County Counsel, (213) 808-8778/ mowens@counsel.lacounty.gov			

SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)

- ☐ New Sole Source Contract
- ☒ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: January 3, 1995

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and prices competition are not available. <i>A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
X	<p>➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available options periods.</p> <p>As a recipient of federal and State funding for HIV Care services, DPH's Division of HIV and STD Program (DHSP) is required to collect and submit client-level data. HIV Casewatch, DHSP's current HIV Care and support data management (DM) system, is used to meet this reporting requirement. This system includes a significant amount of historical information and is used by all DHSP contracted HIV Care service providers for invoicing and other critical financial functions. It includes database services such as: administration, security, maintenance, encryption, conversion and migration, design and modification, and development of interfaces with other Electronic Health Record systems. DPH anticipates releasing the solicitation for the DM services in early 2020; however, DPH must continue to extend these services until the solicitation process for a new DM system is completed and the new system is functioning concurrently with the old system to allow DPH time to reconcile all final data variables in the transfer between data management systems.</p>
	➤ Maintenance and service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or non-profit organization).
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office_____
Date



COUNTY OF LOS ANGELES
Public Health

BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

February 4, 2020

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

Dear Supervisors:

**APPROVAL TO AMEND A SOLE SOURCE DATA MANAGEMENT SERVICES
CONTRACT WITH AUTOMATED CASE MANAGEMENT SYSTEMS, INC.
TO EXTEND THE TERM EFFECTIVE MARCH 1, 2020
THROUGH FEBRUARY 28, 2021
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

SUBJECT

Request approval to execute a sole source contract amendment for the provision of Data Management services (DM) with Automated Case Management Systems, Inc. (ACMS) to extend the term effective March 1, 2020 through February 28, 2021.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of the Department of Public Health (DPH), or designee, to execute a sole source contract amendment, substantially similar to Exhibit I, with ACMS, Contract Number H-204251 for the provision of DM services for various Human Immunodeficiency Virus (HIV)/Sexually Transmitted Disease (STD) services contracts, to extend the contract term for 12 months, effective March 1, 2020 through February 28, 2021, at an annual maximum obligation of \$660,000; 100 percent offset by Health Resources Services Administration (HRSA) Ryan White Program (RWP) Part A funds.
2. Delegate authority to the Director of DPH, or designee, to execute amendments to Contract Number H-204251 that extend the term for two (2) additional 12 month terms through February 28, 2023; allow a no-cost adjustment through August 31, 2023;

provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution; and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and the Chief Information Office (CIO), and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of DPH, or designee, to execute change notices to the contract that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; and/or corrections of errors in the contract's terms and conditions.
4. Delegate authority to the Director of DPH, or designee, to terminate the contract during the extension periods by providing a 30 day advance written termination notice upon completion of a competitive solicitation process and completion of the implementation of the replacement system and cutover from the legacy system, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DPH Division of HIV and STD Programs (DHSP) is responsible for the management and administrative oversight of HIV/STD prevention, care, and treatment in Los Angeles County (LAC). DHSP has approximately 98 HIV/Acquired Immunodeficiency Syndrome (AIDS) care contracts and 18 Memoranda of Understanding with County clinics that require HIV/AIDS Care services client data to be transmitted to DHSP. Additionally, as a recipient of federal and State funding for HIV/AIDS Care services, DHSP is required to collect and submit client-level data. HIV Casewatch, DHSP's current HIV/AIDS Care and support DM system, is used to meet this reporting requirement. The DM system includes a significant amount of historical information and is used by all DHSP contracted HIV/AIDS Care services providers for invoicing and other critical financial functions. It includes database services such as: administration, security, maintenance, encryption, conversion and migration, design and modification, and development of interfaces with other Electronic Health Record systems. The DM system is used as a tool to help quantify the delivery of HIV/AIDS care services to people living with HIV/AIDS, and is an important tool to ensure accountability and productivity among contracted providers. It also provides valuable clinical outcome data for clients served by DHSP.

Approval of Recommendation 1 will allow DPH to continue to provide uninterrupted HIV data management and billing support to DHSP contracted HIV/AIDS Care services providers and ensure compliance with State and federal data collection and reporting requirements associated with the delivery of HIV Care services to LAC residents. Additionally, information within the current DM system allows for coordinated care among DHSP contracted providers.

DPH anticipates releasing a solicitation for DM services in 2020; however, DPH must continue to extend these services until the solicitation process for a new DM system is completed and the new DM system is functioning concurrently with the old DM system to

allow DPH time to reconcile all final data variables in the transfer between data management systems.

Approval of Recommendation 2 will allow DPH to execute contract amendments to extend and/or adjust the term of the contract, and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend the contract to adjust the term at no cost for a period of up to six months beyond the expiration. Such amendment will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Approval of Recommendation 3 will allow DPH to execute change notices to the contract that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; and/or corrections of errors in the contract's terms and conditions

Approval of Recommendation 4 will allow DPH to terminate the contract during the extension periods by providing a 30 day advance written termination notice upon completion of a competitive solicitation process and completion of the implementation of the replacement system and cutover from the legacy system.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the amendment is \$660,000 for the term effective March 1, 2020 through February 28, 2021; 100 percent funded by HRSA RWP Part A funds.

Funding is included in DPH's fiscal year (FY) 2019-20 Final Adopted Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHSP has initiated a multi-phased modernization initiative to replace its outdated legacy DM system. Phase I focused on the implementation of On-line Real-Time Centralized Health Information Database (ORCHID) to track clinical services such as STD screening and treatment and pre-exposure prophylaxis (PrEP) provided in DPH sexual health clinics. Phase II, which is currently underway, involves the replacement of STD

Casewatch with DPH's Integrated Reporting, Investigation and Surveillance (IRIS) system for HIV/STD surveillance, disease investigation, and partner services. Phase III includes the extension of the ACMS contract during the procurement for a replacement system. Finally, Phase IV to be implemented at a later date, will include the replacement of software tools used to track HIV Testing Services for HIV/STD services delivered by DHSP contracted providers.

As part of Phase III of this system modernization effort, DHSP intends to develop and complete a competitive solicitation for a new DM system to replace HIV Casewatch that will be released in 2020. However, the replacement DM system for HIV Casewatch needs to be in place and fully functional before DHSP can close out the current ACMS contract obligations. The continuation of the HIV Casewatch system in the interim will help DHSP maintain its current operations and avoid federal sanctions up to, and including, the elimination of federal funding for these services in the County.

As required under Board Policy 5.100, your Board was notified on October 17, 2019 of DPH's intent to extend the term of the sole source contract with ACMS.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is the Sole Source Checklist signed by the CEO. The CIO has reviewed this request and has determined that this does not introduce any new technology-related issues that would necessitate the preparation of a formal CIO analysis.

CONTRACTING PROCESS

Since the original award, Contract Number H-204251 has undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to scopes of work.

On February 9, 2016, your Board approved an amendment to Contract Number H-204251, to extend the contract term for 12 months effective March 1, 2016 through February 28, 2019, and delegated authority to extend the contract term through February 29, 2020. On February 27, 2019, DPH exercised the delegated authority approved by your Board to extend the term through February 29, 2020. This extension will allow for the continuation of DM services and for DPH to assess programming and solicitation options.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue to provide uninterrupted HIV data management and billing support to DPH-contracted HIV/AIDS Care and treatment providers and ensure compliance with State and federal data collection and reporting requirements associated with the delivery of HIV/AIDS Care services to LAC residents.

The Honorable Board of Supervisors
February 4, 2020
Page 5

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

William S. Kehoe
Chief Information Officer

BF:ls
BL#05061

Enclosures

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

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	1/22/2020	
BOARD MEETING	2/11/2020	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Consumer and Business Affairs	
SUBJECT	Master Agreements for Minimum Wage Outreach and Education Services	
PROGRAM	Wage Enforcement Program	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Prior contract with the Korean Immigrant Worker's Alliance (KIWA) expired December 31, 2019	
COST & FUNDING	Total cost: up to \$250,000 per year	Funding source: NCC
	TERMS (if applicable): 3 year + 2 optional 1-year extensions, and 6 month-to-month extensions- Total 5.5 years	
	Explanation:	
PURPOSE OF REQUEST	Provide Minimum Wage Outreach and Education services.	
BACKGROUND (include internal/external issues that may exist)	On November 17, 2015, the Board of Supervisors approved the County's Wage Enforcement Program (WEP) and designated DCBA as the agency responsible for enforcement of the County's MWO. DCBA is responsible for educating employers and workers on their rights and responsibilities under the MWO, providing a system to receive worker complaints, conducting timely investigations, and working to recover unpaid wages. The Board of Supervisors also directed DCBA to conduct outreach to employers and workers concerning the new MWO. The proposed master agreement will assist DCBA provide culturally competent and linguistically appropriate communication to the full diversity of communities regarding the MWO and remedies available to workers for redress.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Albert Navas, Administrative Deputy, 213-974-9756 anavas@dcba.lacounty.gov 	



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 Deputy

Rafael Carbajal
Chief Deputy

February 11, 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:

**DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
RECOMMENDATION FOR APPROVAL OF MASTER AGREEMENTS FOR
AS-NEEDED MINIMUM WAGE OUTREACH AND EDUCATION SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Department of Consumer and Business Affairs (DCBA) seeks approval to award and execute Master Agreements (Agreement) for as-needed minimum wage outreach and education services at a yearly cost of up to \$250,000.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of DCBA, or designee, to award and execute master agreements with Korean Immigrant Workers Alliance (KIWA), and Zharrison & Associates, dba ZELDESIGN, in a form substantially similar to Attachment I, upon approval as to form by County Counsel, for an initial term of three years, with two additional one-year option periods, and six month-to-month extensions.
2. Authorize the Director of DCBA, or designee, to execute additional Master Agreements with new contractors meeting the minimum requirements for master agreements during the initial three-year term, and first yearly option, if exercised.

500 W. Temple Street, Room B-96, Los Angeles, CA 90012-2706
Telephone (213) 974-9750 * Fax (213) 687-1137 * Website: dcba.lacounty.gov

3. Delegate authority to the Director of DCBA, or designee, to exercise two optional one-year extension periods, and six month-to-month optional periods by written notice, provided County Counsel approves each extension as to form, and instruct the Director of DCBA to notify the Board in writing within 10 working days that a renewal option has been exercised.
4. Authorize the Director of DCBA, or designee, to execute individual work orders; and if necessary, amend, extend or terminate Master Agreements when in the best interest of the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the proposed agreement will authorize the Director of DCBA, or designee, to issue work orders to qualified vendors to provide education, outreach, counseling, and referral services of the County's Minimum Wage ordinance to workers and employers in a variety of languages.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan *Goal I - Make Investments That Transform Lives*. Specifically, Strategy I.1 – *Increase Our Focus on Prevention Initiatives*, which supports the implementation of evidence-based practices to increase our residents' self-sufficiency, prevent long-term reliance on the County's social safety net, and prevent involvement with the County's foster, juvenile justice, and adult justice systems.

FISCAL IMPACT/FINANCING

Approval of the recommended Master Agreements does not guarantee a minimum amount of work to any contractor. The Department only incurs an obligation as individual work orders are issued. Work Orders will only be issued when enough funds have been identified. DCBA has budgeted \$250,000 per year to fund work orders issued under the Master Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Los Angeles County Minimum Wage Ordinance (MWO) was enacted by your Board and became law on October 29, 2015. The MWO requires employers with twenty-six (26) or more employees in the unincorporated areas of Los Angeles County to pay a minimum wage of \$10.50 starting July 1, 2016. The minimum wage increases each year thereafter culminating in an hourly wage of \$15.00 on July 1, 2020. For employers with twenty-five (25) or fewer employees in the unincorporated areas of Los Angeles County, the \$10.50

minimum wage becomes effective July 1, 2017, and increases each year thereafter culminating in an hourly wage of \$15.00 on July 1, 2021. Beginning July 1, 2022, the minimum wage for all workers in the unincorporated areas of Los Angeles County increases annually based on the Consumer Price Index for Urban Earners and Clerical Workers.

On November 17, 2015, the Board of Supervisors approved a County Wage Enforcement Program (WEP) and designated DCBA as the agency responsible for enforcement of the County's MWO. DCBA is responsible for educating employers and workers on their rights and responsibilities under the MWO, providing a system to receive worker complaints, conducting timely investigations, and working to recover unpaid wages. The Board of Supervisors also directed DCBA to conduct outreach to employers and workers concerning the new MWO. The proposed Master Agreements will assist DCBA to provide culturally competent and linguistically appropriate communication to the full diversity of communities regarding the MWO and remedies available to workers for redress.

CONTRACTING PROCESS

On October 15, 2019, the Department released a Request for Statement of Qualifications (RFSQ) seeking qualified contractors to provide Minimum Wage outreach and education services on an as-needed basis. The RFSQ was advertised in the Antelope Valley Press, Los Angeles, Sentinel, Santa Monica Daily Press, LA Opinion, and the Daily Journal. A notice was posted on the County's "Doing Business with Us" internet site, as well as the Department's own Internet site. To allow for increased opportunities and participation for County Preference Program (CPP) vendors (i.e., Local Small Business, Disabled Veterans Business, and Social Enterprises) and the Community Business Enterprise (CBE), DCBA's Office of Small Business send out an e-mail announcement to all DCBA certified vendors. The optional proposer's conference was held on November 13, 2019; six (6.0) vendors attended.

The Department received three (3.0) Statement of Qualifications (SOQ) that were reviewed for compliance with the minimum requirements of the RFSQ. Two of the responding vendors were deemed as qualified contractors and will be placed on the Master Agreement list (Attachment II). One vendor did not meet the minimum requirements. On final analysis and consideration of award, the proposed Master Agreement selection was made without regard to gender, race, creed or color. After Board approval, the Master Agreements will be executed by the Director, or designee, with the qualifying contractors.

The RFSQ is open continuously and new contractors meeting the minimum qualifications of the RFSQ will be allowed to submit SOQs to qualify for inclusion on the Master Agreement list throughout the initial three-year term of the Master Agreement and first optional year, if exercised.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your Board's approval of the proposed Master Agreements increases and broadens the reach of DCBA into diverse communities to provide education and outreach to workers and employers in different trades and cultural communities across the region.

CONCLUSION

Upon Board approval, please provide two copies of the adopted Board letter to DCBA's Administrative Division.

Respectfully submitted,

JOSEPH M. NICCHITTA
Director

JMN:JA:
AN:rv

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

Attachment I

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS

AND

(CONTRACTOR)

FOR

**AS-NEEDED MINIMUM WAGE OUTREACH
AND EDUCATION SERVICES**

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Appendix H
Sample Master Agreement

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
AND
CONTRACTOR
FOR
AS-NEEDED MINIMUM WAGE OUTREACH AND EDUCATION SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 201_ by and between the County of Los Angeles, Department of Consumer and Business Affairs hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide as-needed minimum wage outreach and education services.

RECITALS

WHEREAS, the County may contract with private businesses for as-needed minimum wage outreach and education services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing as-needed minimum wage outreach and education services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Consumer and Business Affairs or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J and K are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Sample Work Order Formats
- 1.7 Exhibit G Forms Required For Each Work Order Before Work Begins

Unique Exhibits:

- 1.8 Intentionally Omitted
- 1.9 Intentionally Omitted
- 1.10 Intentionally Omitted
- 1.11 EXHIBIT K - Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.4 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.5 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of the Department of Consumer and Business Affairs
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Consumer and Business Affairs.
- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.15 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Work Orders derived from the Statement of Work, Exhibit F. The execution of this Master Agreement does not guarantee a Contractor any minimum amount of business

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Director of the Department of Consumer and Business Affairs or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire three (3) years after the date of execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.
- The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided

for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department of Consumer and Business Affairs at the address herein provided in Exhibit A.

5.0 CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department of Consumer and Business Affairs by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

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

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

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

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order by deliverable, if performed on a fixed price per deliverable basis (see Exhibit F2).

- 5.4.2 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.
- 5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.
- 5.4.6 **Invoice Content**
- The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 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.

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

5.5.1 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).

5.5.2 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.

5.5.3 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.

5.5.4 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.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department of Consumer and Business Affairs and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.3.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

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 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 Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G3.
- 7.6.5 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G5.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 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 Master Agreement during the term of this Master Agreement. 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 orders, an Amendment to the Master Agreement shall be

prepared and executed by the Contractor and by the Director of the Department of Consumer and Business Affairs.

- 8.1.2 The Director of the Department of Consumer and Business Affairs, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of the Department of Consumer and Business Affairs

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 Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement 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 Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable

provisions of this Master Agreement.

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

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

- 8.4.1 Within fifteen (15) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.4.4 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.
- 8.4.5 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.

- 8.4.6 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.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race,

creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master Agreement 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 D and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for

purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, 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 Master Agreement. 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.

8.8.2 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement 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 Master Agreement.

8.10 Consideration of Hiring GAIN-GROW Participants

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

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

8.11 Contractor Responsibility and Debarment

8.11.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

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

8.11.3 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 Master Agreement 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 Master Agreement 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.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit

evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E, 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.

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

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement 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.

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

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement 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 Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

- 8.16.1 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 Master Agreement 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.

- 8.16.2 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 Master Agreement.

8.17 Facsimile Representations

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 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.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement 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.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement 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.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement 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 Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 of this Master Agreement. 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 Master Agreement. 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 Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete,

certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Department of Consumer and Business Affairs
Administration Division
500 W. Temple St. Room B-96
Los Angeles, CA 90012
Attention: Albert Navas, Administrative Deputy

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 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 Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. 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.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, 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.

8.23.7 Waivers of Subrogation

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

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

8.24.1 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

8.24.2 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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.24.3 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 Liquidated Damages

- 8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director 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 Director 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 may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, 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.

8.25.3 The action noted in sub-paragraph 8.25.2 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 Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices shall be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

8.27.1 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.

- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 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.
- 8.27.4 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.
- 8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement 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 Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of the Department of Consumer and Business Affairs, or designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement 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 A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Department of Consumer and Business Affairs or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement 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.

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, 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.

- 8.35.2 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 an SOQ 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.

8.36 Publicity

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement 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 Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, 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.

- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement 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 Master Agreement. 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 Master Agreement. 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 Master Agreement 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.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, 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 Master Agreement 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement 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 Master Agreement.

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

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's MAPD 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.

8.39.7 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.

- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Department of Consumer and Business Affairs
Administration Division
500 W. Temple St. Room B-96
Los Angeles, CA 90012
Attention: Albert Navas, Administrative Deputy

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, 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 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.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with subparagraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 Termination for Default

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement 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.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in subparagraph 8.42.1, 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 Master Agreement to the extent not terminated under the provisions of this subparagraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the

type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master

Agreement. 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.

8.43.2 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.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

Master Agreement.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement 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.

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement 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.

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

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time off For Voting

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

8.53 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 Master Agreement. 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 Master Agreement.

8.54 Intentionally Omitted

8.55 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.

8.56 Compliance with the County Policy of Equity

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement 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 Master Agreement; 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 Master Agreement award.

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED MINIMUM WAGE OUTREACH AND EDUCATION
SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, _____ Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 201__.

COUNTY OF LOS ANGELES

By _____
Director

_____ Department

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

**MASTER AGREEMENT FOR
MINIMUM WAGE OUTREACH AND EDUCATION SERVICES**

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- B CONTRACTOR'S ADMINISTRATION**
- C CONTRACTOR'S EEO CERTIFICATION**
- D JURY SERVICE ORDINANCE**
- E SAFELY SURRENDERED BABY LAW**
- F STATEMENT OF WORK**
 - F1 PRICING SCHEDULE
 - F2 SAMPLE WORK ORDER - FIXED PRICE PER DELIVERABLE BASIS
- G FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**
 - G1 CERTIFICATION OF EMPLOYEE STATUS
 - G2 CERTIFICATION OF NO CONFLICT OF INTEREST
 - G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H INTENTIONALLY OMITTED**
- I INTENTIONALLY OMITTED**
- J INTENTIONALLY OMITTED**
- K CHARITABLE CONTRIBUTIONS CERTIFICATION**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY WORK ORDER DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

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

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

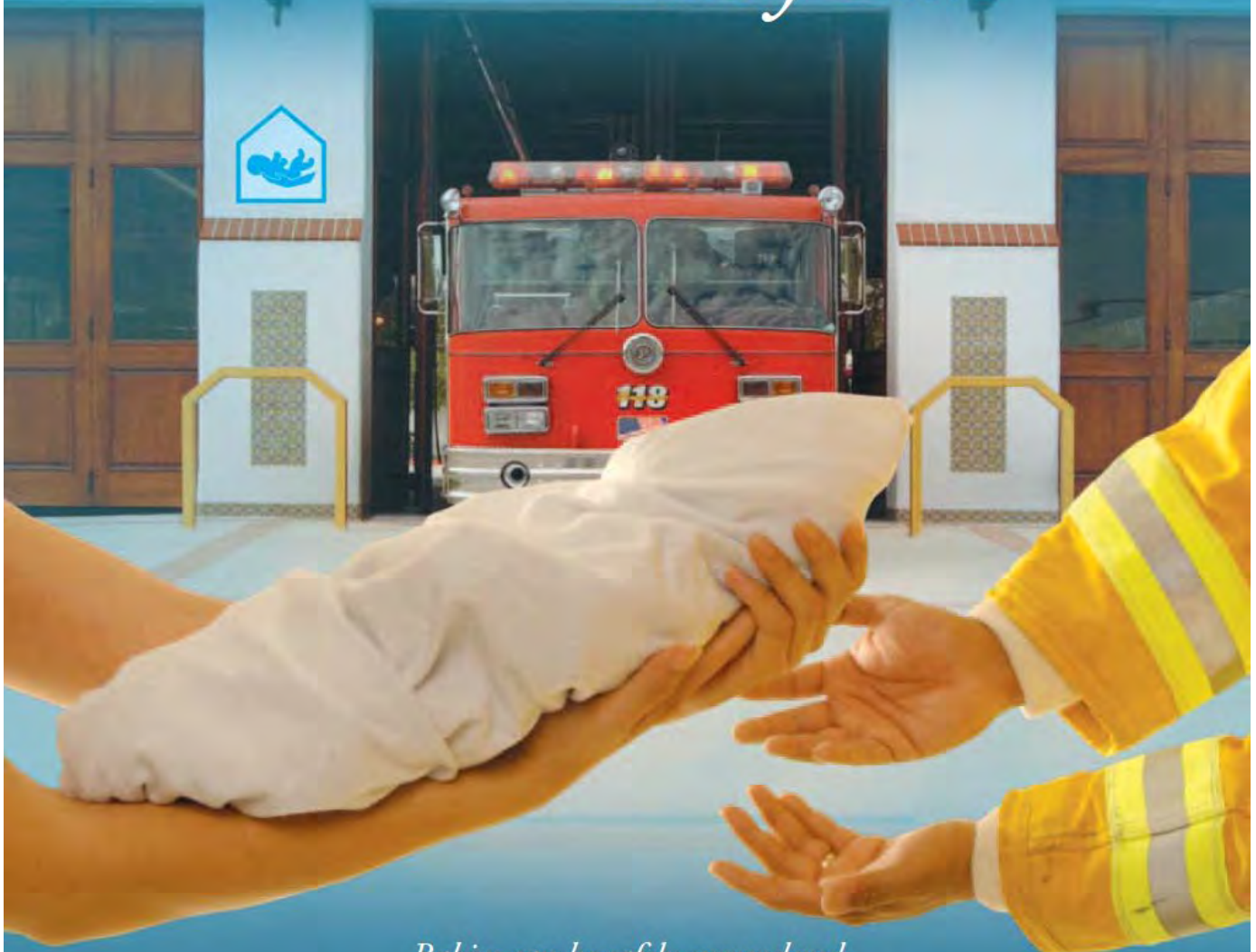
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

2.203.090. Severability.

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

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

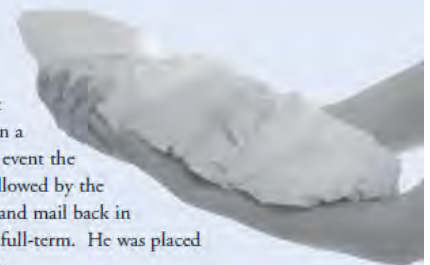
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



STATEMENT OF WORK

Task Name
<p>EMPLOYER OUTREACH: Visit businesses to conduct in person educational sessions with business owners and/or representatives in charge. The purpose is to educate them on the requirements of the County's minimum wage law and to ensure that the business abides by the ordinance. Printed educational materials will be provided to the business owners and/or representatives and records will be maintained of all business locations visited.</p> <p>Refer cases which have violations of the provisions contained in the County's Minimum Wage Ordinance. Such complaints may be anonymous, from a complainant, worker, or third party. Referrals may also be made of businesses suspected of violating the County's Minimum Wage Ordinance.</p> <p>DCBA will provide:</p> <ol style="list-style-type: none">1. A list of businesses geographical locations to visit and conduct outreach;2. A template document for record keeping purposes; and3. Printed educational materials
<p>WORKER OUTREACH AND COMPLIANCE: Conduct outreach and education to low wage workers and immigrant workers who perform work in the unincorporated areas of the County through employer outreach visits, meetings, events, and forums that are within the worker's community such as schools, churches, and community centers, etc. It will also be required that records be maintained of all locations visited, which will also include sign-in sheets.</p> <p>Refer cases which have violations of the provisions contained in the County's Minimum Wage Ordinance. Such complaints may be anonymous, from a complainant, worker, or third party. Referrals may also be made of businesses suspected of violating the County's Minimum Wage Ordinance.</p> <p>Contractor will propose outreach locations to DCBA for approval.</p> <p>DCBA will provide:</p> <ol style="list-style-type: none">1. A template document for record keeping purposes; and2. Printed educational materials

WORKER TRAINING WORKSHOPS: Conduct worker training workshops within unincorporated areas of the County to provide a comprehensive understanding of the requirements of the County's Minimum Wage Ordinance.

Refer cases which have violations of the provisions contained in the County's Minimum Wage Ordinance. Such complaints may be anonymous, from a complainant, worker, or third party. Referrals may also be made of businesses suspected of violating the County's Minimum Wage Ordinance.

Contractor will propose training locations and training materials to DCBA for approval.

DCBA will provide:

1. Presentation Materials, including Power Point presentations;
2. A template document for record keeping purposes;
3. Sign-in sheets; and
4. Printed educational materials

ASSISTANCE TO COUNTY STAFF: Act as support to County staff in an investigation of a business in violation of the County's Minimum Wage Ordinance. Assistance may include: language translation services, interviews under the direction of County staff, collection of data, and any other activities required by the County

CONTRACTOR TRAINING AND MEETINGS: Participate in meetings and trainings to discuss outreach strategies, improvement of the referral process, material distribution, and leveraging of partners.

EXHIBIT – F1

PRICING SCHEDULE

Compensation pursuant to this Master Agreement shall be **\$40.00 per hour**.

A half-day of work shall be compensated for four (4) hours and will include a fifteen (15) minute break.

A full day of work shall be compensated for eight (8) hours and will include one (1) fifteen (15) minute break in the morning, and one (1) fifteen (15) minute break in the afternoon. Contractor will not be compensated for the lunch period, which could be half-hour or one hour.

Each work order will specify a maximum compensation for performing the tasks outlined within. Contractors shall be paid monthly in arrears. Invoices shall be submitted by the 10th day after the end of the previous month.

SERVICES
MASTER AGREEMENT WORK ORDER
(FIXED PRICE PER DELIVERABLE BASIS)

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform the tasks outlined in this work order, and detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount: _____	

Work Order No. _____ County Master Agreement No. _____

B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with this task order, detailed in Exhibit ____ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

C. Contractor shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

 CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

 Signature of Authorized Official

 Printed Name of Authorized Official

 Title of Authorized Official

 Date

SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

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

 CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

 Signature of Authorized Official

 Printed Name of Authorized Official

 Title of Authorized Official

 Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

Master Agreement Contractor List
Department of Consumer and Business Affairs
Minimum Wage Outreach and Education

1. Korean Immigrant Workers Alliance (KIWA)
2. Zharrison & Associates, dba ZELDESIGN