



FESIA A. DAVENPORT
Acting Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

DATE: October 28, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**
TELECONFERENCE ID: 927075833

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

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Join meeting](#)

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

AGENDA

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

1. **Call to order – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
RECOMMENDATION TO AWARD A CONTRACT FOR PRINTING, SORTING, AND MAILING SERVICES TO FINANCIAL STATEMENT SERVICES, INC. (FSSI)
TTC – Keith Knox, Treasurer and Tax Collector and Elizabeth Buenrostro Ginsberg, Chief Deputy
 - B) Board Letter:
COUNTYWIDE CLASSIFICATION ACTIONS
CEO/CLASSIFICATIONS – Irish Wong, Principal Analyst

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- C) Board Letter:
APPROVE PARKING FEE WAIVER FOR PROJECT ROOMKEY STAFF
AT AUTO PARK 29
CEO/RE – Dean Aardema, Acting Manager
- D) Board Letter:
OVERVIEW OF FORTHCOMING DHS ONLINE REALTIME
CENTRALIZED HEALTH INFORMATION DATABASE (ORCHID)
CHANGES AND ENHANCEMENTS
DHS – Kevin Lynch, CIO; Julio Alvarado, Director C&G; and Christopher
Kinney, Section Manager
CC – Lillian Anjargolian, Deputy County Counsel
- E) Board Letter:
OVERVIEW OF FORTHCOMING DHS AGREEMENT FOR THE
PROVISION OF A COST ACCOUNTING AND DECISION SUPPORT
SERVICES SYSTEM
DHS – Allan Wecker, Chief Financial Officer; Julio Alvarado, Director C&G;
and Christopher Kinney, Section Manager
CC – Lillian Anjargolian, Deputy County Counsel
- F) Board Letter:
APPROVAL OF A SOLE SOURCE AMENDMENT TO AGREEMENT
NUMBER 77869 WITH IDEMIA IDENTITY AND SECURITY USA, LLC
FOR CONTINUED LIVESCAN EQUIPMENT MAINTENANCE AND
SUPPORT SERVICES
LASD – Angelo Faiella, Contracts Manager and Lt. Derek Sabatini
- G) Board Letter:
ACCEPT A GRANT AWARD FROM FIRST 5 LA TO SUPPORT THE
DEVELOPMENT OF OFFICE OF CHILD PROTECTION'S COUNTYWIDE
PROTECTION METRICS
CEO/CIO – William Kehoe, CIO Manager

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

None available.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/28/2020	
BOARD MEETING	11/17/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Treasurer and Tax Collector (TTC)	
SUBJECT	Recommendation to award a contract for printing, sorting, and mailing services to Financial Statement Services, INC. (FSSI)	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Current contract expires on 3/14/21.	
COST & FUNDING	Total cost: \$1,000,000 annually	Funding source: TTC's Adopted Budget
	TERMS (if applicable): Five years, plus two optional one-year renewals and/or six month-to-month extensions.	
	Explanation:	
PURPOSE OF REQUEST	Request for approval to award and execute a contract for Printing, Sorting, and Mailing Services to Financial Statement Services, Inc.	
BACKGROUND (include internal/external issues that may exist)	The TTC bills and collects taxes on behalf of all taxing agencies in the County. In addition, the TTC mails over 2.5 million secured and unsecured tax bills and related notices throughout the year. The TTC's current contract with FSSI was awarded in September 2015 and allowed the Department to streamline its tax billing and collecting processes, increase per piece accountability, leverage functionalities associated with current state-of-the-art equipment, and reduce operational costs. The proposed Contract will again provide an all-in-one printing, sorting, and mailing solution that will allow the TTC to continue achieving the established objectives.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Keith Knox, Treasurer and Tax Collector (213) 974-2101 kknox@ttc.lacounty.gov Elizabeth Buenrostro Ginsberg, Chief Deputy, (213) 974-0703 eginsberg@ttc.lacounty.gov Deondria Barajas, Assistant Treasurer and Tax Collector (213) 974-2077 dbarajas@ttc.lacounty.gov 	



KEITH KNOX
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.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

November 17, 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:

TREASURER AND TAX COLLECTOR RECOMMENDATION TO AWARD A CONTRACT FOR PRINTING, SORTING, AND MAILING SERVICES TO FINANCIAL STATEMENT SERVICES, INC. (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The recommended action is to approve a Contract Award to Financial Statement Services, Inc. (FSSI) for the provision of Printing, Sorting, and Mailing Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract (Exhibit I) with FSSI to provide Printing, Sorting, and Mailing Services to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) commencing with Board approval, or January 1, 2021, whichever is later, for a five-year contract term, with an annual maximum Contract Sum not to exceed \$1,000,000.
2. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute amendments to the Contract to: (1) exercise the optional two one-year renewals and/or six month-to-month extensions; (2) add, delete, and/or revise certain terms and conditions as required under federal, state law or regulation, policies of the

County, Board, and/or Chief Executive Office (CEO), which are not part of the Statement of Work (SOW); and (3) increase the Contract Sum in the event of unanticipated increases in sales tax.

3. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute amendments and/or change notices to modify the terms of the SOW that do not materially alter the Contract provided the TTC obtains County Counsel's approval prior to the execution of such amendments and/or change notices.
4. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute amendments to increase the Contract Sum by no more than 15 percent annually based on any unanticipated workload increases or reporting requirements.
5. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute change notices for paper stock and envelope fee increases by no more than five percent annually with documented proof of the cost increase from a paper mill or supplier.
6. Delegate authority to the Treasurer and Tax Collector, or his designee, if necessary, to execute substantially similar Contract(s) to the next highest ranked, most responsive, and responsible proposer identified in this Request for Proposals (RFP) process in order to ensure that unanticipated circumstances or changes in the Printing, Sorting, and Mailing Services workload requirements, or the incumbent's inability to provide the required services during the Term of the Contract do not jeopardize the TTC's mandated operations, provided County Counsel's concurrence is obtained prior to execution.
7. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute applicable Contract amendments in the event an entity acquires the original contracting entity, the original contracting entity merges, or otherwise undergoes a corporate action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The TTC bills and collects taxes on behalf of all taxing agencies in the County. In addition, the TTC mails secured and unsecured tax bills and related notices throughout the year, although the largest mailings occur each October with the mailing of approximately 2.5 million Annual Secured Property Tax bills and each April with the mailing of approximately 185,000 Annual Unsecured Property Tax bills. In September 2015, the Board awarded the current contract to FSSI to provide an all-in-one printing, sorting, and mailing solution for the TTC. Since the commencement of the current contract, the TTC has streamlined its tax billing and collecting processes,

increased per piece accountability, leveraged functionalities associated with current state-of-the-art equipment, and reduced operational costs. These actions allowed TTC to account for each and every one of the bills in each mailing and provided confirmation that each mailing was completed accurately and timely.

The proposed Contract will again provide an all-in-one printing, sorting, and mailing solution which achieves the established objectives. In addition, consistent with the mission critical nature of the contracted service and the department's focus on Business Continuity Planning (BCP), the Contract requires the vendor to operationalize a BCP exercise on at least an annual basis. The vendor also maintains an out-of-state BCP location, capable of handling even the largest of TTC's mailings.

In addition, staff worked closely with representatives from the Chief Information Office regarding data security requirements, and the CEO regarding risk management and insurance requirements.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The maximum Contract Sum for the first year is \$1,000,000. Funding is included in the TTC's Fiscal Year 2020-2021 Adopted Budget. Funds required for subsequent years will be included in each year's budget request. The Contract does not include the cost of postage, which is budgeted and procured separately.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section 31000, your Board is authorized to contract for special services.

The recommended Contract contains your Board's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process; the consideration of qualified GAIN/GROW participants for employment openings; the compliance with the Jury Service Program; Safely Surrendered Baby Law; Contractor notification to the County when Contract is within six months from the expiration of the Term of the Contract; Contractor's compliance with the Defaulted Property Tax Reduction Program; Default Method of Payment: Direct Deposit or Electronic Funds Transfer; and Compliance with Fair Chance Employment Practices; Green Initiatives; Prohibition from Participation in

Future Solicitations; Contractors with Unresolved Disallowed Costs; Compliance with County's Zero Tolerance Policy on Human Trafficking; and Compliance with the County Policy of Equity. The following Board provisions are inapplicable to the recommended Contract and are therefore excluded: Integrated Pest Management, Compliance with the County's Living Wage Program, and Health Insurance Portability and Accountability Act of 1996.

The recommended Contract is for a term of five years with two one-year renewals and/or six month-to-month extensions, for a maximum Contract Term of seven years and six months. The Contractor is in compliance with all of the requirements of the Board, CEO, and County Counsel.

The TTC will not request FSSI to perform services that exceed the Contract Sum, scope of work, or Contract dates of the Contract. FSSI shall notify the TTC when it has incurred 75 percent of the total Contract Sum. The Contract expressly provides that the County does not have an obligation to pay for expenditures by FSSI that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

County Counsel has reviewed and approved as to form the attached Contract.

CONTRACTING PROCESS

On February 27, 2020, the TTC released the RFP for the provision of Printing, Sorting, and Mailing Services and posted the RFP on the County's open bids website of registered vendors under the following Commodity Codes (Attachment A), which consisted of approximately 1,712 registered vendors (Attachment B):

- 915-28 Electronic Information and Mailing Services
- 915-58 Mailing Services (including Collating, Packaging and Sorting)
- 965-46 Graphic Design Services for Printing
- 966-03 Printing – Bar Code
- 966-16 Printing – Continuous Form
- 966-61 Printing – Offset, Large Production Runs (Quantity over 100,000)

The RFP was also posted on the TTC website.

A Mandatory Proposers' Conference was held on March 12, 2020, with seven firms attending. Subsequently, the TTC issued three RFP addenda to provide written responses to Proposers' questions and updated information related to the RFP's Timetable and Proposal Submission, and Exhibit 11, Pricing Schedules.

The proposal submission due date was April 17, 2020 at 5:00 p.m. Pacific Time. The TTC received three proposals by the due date from the following proposers: FSSI, InfoSend, Inc. (InfoSend), and KUBRA America West, Inc. (KUBRA). All three proposals were missing information; consequently, the TTC issued Supplemental Data Requests to each proposer and all Proposers complied by providing the requested information.

The TTC evaluated proposals by utilizing the County's Informed Averaging scoring methodology. The proposal submitted by FSSI was the highest ranked, the most responsive and responsible proposal, and demonstrated that FSSI understands the requirements. FSSI has over 40 years of experience providing Printing, Sorting, and Mailing Services.

On July 10, 2020, the TTC notified the non-awarded proposers, InfoSend and KUBRA, in writing and provided them with instructions for requesting a debriefing. Only InfoSend requested a debriefing from the TTC. On July 23, 2020, the TTC debriefed and provided InfoSend with instructions for submitting a Notice of Intent to Request a Proposed Contractor Selection Review (PCSR). InfoSend did not file a Notice of Intent to Request a PCSR.

FSSI accepted most of the County's terms and conditions in the Contract, but the following two Board provisions were modified to accommodate exceptions: (1) Background and Security Investigations – specifying designated sensitive positions within Contractor's staff who may perform services under the Contract only upon successfully passing a background investigation; and (2) General Provisions for all Insurance Coverage – clarifying that the 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, unless such liability is attributable solely to the County (under Additional Insured Status and Scope of Coverage provision), and clarifying that all liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc., where this requirement is applicable (under Separation of Insureds provision). The TTC consulted with County Counsel and with CEO Risk Management staff who advised of the risks associated with the acceptance of the exceptions. The TTC believes the potential risks are acceptable given the services being provided.

The County Counsel approved the Contract, as to form. The Chief Information Office (CIO) reviewed the Board Letter and recommends approval. The CIO determined that because there is no new technology being implemented and the new contract is substantially similar to the previous contract, no formal CIO Analysis is required. However, the County's Information Security Officer reviewed the contract and

determined that it contains the County's currently approved information security requirements language.

The TTC determined that the recommended Contract is exempt from Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) does not apply.

A summary of the Community Business Enterprise Program Statistical Information for the recommended Contractor is included (Attachment C). On final analysis and consideration of award, the TTC selected the Contractor without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

IMPACT ON CURRENT SERVICES

Approval of the attached Contract will ensure that all-in-one printing, sorting, and mailing services continue with no lapse in service.

Respectfully submitted,

Reviewed by:

KEITH KNOX
Treasurer and Tax Collector

WILLIAM S. KEHOE
Chief Information Officer

KK:EBG:NK:EVT:MV:AC:lac

Enclosures

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

AND

FINANCIAL STATEMENT SERVICES, INC.

FOR

PRINTING, SORTING, AND MAILING SERVICES

**CONTRACT PROVISIONS
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STANDARD EXHIBITS

- A STATEMENT OF WORK
- A1 STATEMENT OF WORK ATTACHMENTS AND EXHIBITS
- B PRICING SCHEDULES
- C STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
AND
FINANCIAL STATEMENT SERVICES, INC.
FOR
PRINTING, SORTING, AND MAILING SERVICES

This Contract and Exhibits made and entered into this ____ day of _____, 2021 by and between the County of Los Angeles, hereinafter referred to as County and Financial Statement Services, Inc., hereinafter referred to as Contractor. Financial Statement Services, Inc. is located at 3300 South Fairview Street, Santa Ana, CA 92704.

RECITALS

WHEREAS, pursuant to [Government Code Section 31000](#) which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the County desires to contract with a private business for Printing, Sorting, and Mailing Services and the County has determined that the Printing, Sorting, and Mailing Services to be provided under this Contract are extraordinary and necessary; and

WHEREAS, the Contractor is a private firm specializing in providing Printing, Sorting, and Mailing Services, herein after referred to as "Services;" and

WHEREAS, the Contractor has submitted a proposal to the Treasurer and Tax Collector (TTC) for the provision of such Services and based upon the Request for Proposals process Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the TTC on behalf of the County shall administer said Contract;

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, A1, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits according to the following priority:

STANDARD EXHIBITS:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT A1- Statement of Work Attachments and Exhibits
- 1.3 EXHIBIT B - Pricing Schedules
- 1.4 EXHIBIT C - Statement of Work and Contract Technical Exhibits
- 1.5 EXHIBIT D - Contractor's EEO Certification
- 1.6 EXHIBIT E - County's Administration
- 1.7 EXHIBIT F - Contractor's Administration
- 1.8 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement (Form/s Required at the time of Contract Execution)
- 1.9 EXHIBIT H - Jury Service Ordinance (Contractor Employee Jury Service)
- 1.10 EXHIBIT I - Safely Surrendered Baby Law
- 1.11 EXHIBIT J - Defaulted Property Tax Reduction Program

This Contract and the Exhibits constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1, Change Notices and 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 **Board of Supervisors:** The governing body of the County of Los Angeles.
- 2.2 **Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.3 **Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.

- 2.4 Certified Mail:** A United States Post Office (USPS) special service that provides the sender with a mailing receipt and, upon request, electronic verification that an article was delivered or that a delivery attempt was made.
- 2.5 Contract:** This Agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. It sets forth the Terms and Conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 2.6 Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or problems with Contractor's performance and record explanations of unsatisfactory performance.
- 2.7 Contract Term:** The period of the Contract, commencing upon the effective date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.8 Contractor:** The sole proprietor or business that has entered into a Contract with the County to perform or execute the work covered by this Contract.
- 2.9 Contractor's Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.10 Contractor's Contract Administrator:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.11 Contractor's Contract Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.12 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.13 County:** The County of Los Angeles.
- 2.14 County Data:** All of the County's confidential information, data, records, and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract (County Data), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by

Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

2.15 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. The following are the holidays observed by the County:

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

2.16 County's Contract Administrator: The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.

2.17 County's Contract Manager: The individual authorized by the County's Contract Administrator to manage the operations under this Contract.

2.18 Day(s): Calendar day(s) unless otherwise specified.

2.19 Firm Mailing Book: Postal Service Form 3877.

2.20 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.

2.21 Item Number: A TTC tracking number for parcels that are scheduled for a tax sale.

- 2.22 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that the TTC will evaluate to assure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.23 Proposal:** A Contractor's response to an RFP detailing the Contractor's proposed work specifications and pricing for performing the work requested in the County's solicitation.
- 2.24 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A, SOW.
- 2.25 Secure Shell (SSH) File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.26 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract.
- 2.27 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing data processing services to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement.
- 2.28 Treasurer and Tax Collector:** The Director of the County's Department of Treasurer and Tax Collector.
- 2.29 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.30 Undeliverable Mail:** Mail that is returned by the USPS because of an invalid address, insufficient postage, or expiration of a forwarding time. This will also include mail that the TTC has identified as Return Service mail.
- 2.31 Web Portal:** A web page by which the TTC shall access information pertaining to the TTC data/documents in Portable Document Format (PDF) or other electronic format for the purpose of administering, viewing, printing and approving all mail jobs, including duplicate tax bills constructed to meet the TTC format requirements sufficient to process a payment.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully

perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, including, but not limited to, Exhibit A, SOW.

- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3** If the Contractor provides any tasks, goods, services, and/or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor without consideration, and the Contractor shall have no claim whatsoever against the County for those tasks, goods, services, and/or other work.

4.0 TERM OF CONTRACT

- 4.1** The Contract Term shall be for a period of five years commencing upon approval by the Board or January 1, 2021, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** After the initial term, the TTC shall have the sole option to extend the Contract Term for up to two additional one-year and/or six month-to-month extensions, for a maximum total Contract Term of seven years and six months. The TTC may exercise each such extension option at its sole discretion. In the event the TTC desires to renew the Contract by exercising an option term, the TTC shall provide Contractor with a written notice of intent to renew the Contract at least 30 calendar days prior to the expiration of the then current term of the Contract. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments, in this Contract.
- 4.3** The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.
- 4.4** The Contractor shall notify the County's Contract Administrator when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County's Contract Administrator at the address herein provided in Exhibit E, County's Administration.

5.0 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

- 5.1.1** The maximum Contract Sum under the terms of this Contract

shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit B, Pricing Schedules, and shall not exceed \$1,000,000 for the first year of this Contract.

5.1.2 Contract rates specified in Exhibit B, Pricing Schedules, shall remain firm and fixed for the Contract Term including all option extensions unless identified in Subparagraph 5.1.3.

5.1.3 Paper stock and envelopes are subject to a maximum increase of five percent annually with documented proof of the cost increase from a paper mill or supplier. The written verification of the cost increase shall be provided within 60 days of industry price increase.

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

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

5.3 NOTIFICATION OF 75 PERCENT OF TOTAL CONTRACT SUM

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

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

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

5.5 INVOICES AND PAYMENTS

- 5.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedules, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2** The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Schedules. Failure to comply with prices as established in Exhibit B, Pricing Schedules, may result in assessed liquidated damages. The assessment of liquidated damages does not relieve the Contractor from the responsibility of correcting invoices.
- 5.5.3** TTC will pay all invoices via Electronic Funds Transfer (EFT). The Contractor is responsible for updating banking information timely if there are any changes and notify Fiscal Services.
- 5.5.4** The Contractor's invoices shall contain the information set forth in Exhibit A, SOW, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices at a minimum shall contain the following (see Exhibit C, Statement of Work and Contract Technical Exhibits, Technical Exhibit 3, Sample Invoice):
- The Contractor's name
 - The Contractor's address
 - TTC's name
 - TTC's address
 - The Contractor's Vendor Identification Number that the County assigns
 - The Contractor's Tax Identification Number
 - Date of Invoice
 - Invoice Number
 - Date of Mail Job Completion
 - Name of Mail Job and/or Job Number
 - Itemized Description (Task performed)
 - Quantity of work completed

- Unit price per job/task
- Total dollar amount of job
- Total billed amount

5.5.5 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.6 The Contractor shall prepare and submit an invoice for each mail job and submit it in accordance to Subparagraph 5.5, Invoices and Payments, of the Contract.

5.5.7 All invoices and supporting documentation shall be submitted via email to:

tcbudget@ttc.lacounty.gov

5.5.8 The County's Contract Manager may request Contractor to provide a revised, annotated invoice based on an identified discrepancy. Revised or corrected invoices must be properly marked. Revised invoices must indicate "Revised" if using the same invoice number, or "Cancel/Supersede" and reference the original invoice number, if using a new invoice number.

5.5.9 COUNTY APPROVAL OF INVOICES

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

5.5.10 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 15 calendar days after receipt of an undisputed invoice.

5.6 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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

- 5.6.2** The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

The TTC shall assign a County Contract Administrator and a Contract Manager to provide, among other things, overall management and coordination of this Contract and act as liaisons for the TTC. The County's Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements. The County's Contract Manager shall monitor the Contractor's performance during the Contract Term.

The TTC will notify the Contractor in writing of the names, addresses, and telephone numbers of the individuals designated to act as the County's Contract Administrator and Contract Manager.

6.1 COUNTY'S CONTRACT ADMINISTRATOR

- 6.1.1** The County's Contract Administrator is responsible for ensuring the Contractor meets the objectives of this Contract and determines the Contractor's compliance with this Contract. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 6.1.2** The County's Contract Administrator is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policies, information requirements, and procedural requirements.

6.1.3 The County's Contract

Administrator is not authorized to make any changes to the Terms and Conditions of this Contract except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of this Contract, and is not authorized to further obligate the County in any respect whatsoever.

6.2 COUNTY'S CONTRACT MANAGER

6.2.1 The County's Contract Manager will be responsible for managing all operational matters under this Contract; requesting meetings as needed with the Contractor's Contract Manager; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The County's Contract Manager is not authorized to make changes to the Terms and Conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department's information systems.

6.4 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

The DISO develops and implements departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of data and to ensure the integrity and security of the Department's IT infrastructure.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

The Contractor shall assign a sufficient number of employees to perform the required work. The Contractor shall appoint at least one authorized employee on-site to act for the Contractor in every detail, and that employee must speak and read fluently in English.

7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR

7.1.1 The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be a principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in coordinating the performance under this Contract. The Contractor

shall provide the TTC, in writing, with the name, address, and telephone number of the individual designated to act as Contract Administrator or any alternate identified in Exhibit F, Contractor's Administration, of this Contract, and provide a current copy of the employee's resume at the time this Contract is executed and notify the TTC as changes occur.

7.1.2 The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with Contract.

7.1.3 The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss project coordination. Such meetings will be conducted at a time and place as mutually agreed by the parties.

7.2 CONTRACTOR'S CONTRACT MANAGER

7.2.1 The Contractor's Contract Manager shall be a full-time employee of the Contractor. The Contractor shall inform the County in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Manager and notify the County as changes occur.

7.2.2 The Contractor shall inform the County's Contract Administrator in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Manager at the time this Contract is implemented and as changes occur during the Contract Term. The Contractor shall make such notification no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Manager. The County will have the right to approve the assignment of a replacement for any Contractor's Contract Manager the Contractor recommends.

7.2.3 The Contractor's Contract Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of this Contract. The Contractor's Contract Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, for telephone and email contact and to meet with the County's Contract Manager to discuss this Contract.

7.3 CONTRACTOR'S EMPLOYEES

- 7.3.1** The Contractor shall provide its employees when on-site at TTC premises with a standard photo identification badge acceptable to the TTC, which include a recent picture of the employee, the employee's name, and the name of the Contractor.
- 7.3.2** The Contractor is responsible for providing training and supervising employees assigned to perform services under this Contract. All employees the Contractor assigns to perform these services shall at all times be employees of the Contractor; and, the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the opinion of the County is performing unsatisfactory work, shall be removed from the performance of services related to this Contract immediately upon the written request of the County's Contract Manager.
- 7.3.3** The Contractor shall ensure a high standard of conduct of the Contractor's employees, including compliance at all times with all applicable local, state, and federal laws and regulations related to printing, sorting and mailing services, and the specific requirements of this Contract.
- 7.3.4** For any work, in which the Contractor requires a Subcontractor to perform services under this Contract, the Contractor shall first notify and receive the County's Contract Administrator's written approval.
- 7.3.5** The Contractor's employees assigned to provide services under this Contract shall:
- a. Communicate effectively using good judgment and discretion;
 - b. Be trained sufficiently in performing the services; and
 - c. Comply with the requirements of this Contract.

7.3.6 NOTICE OF PERSONNEL CHANGES

The Contractor shall inform the County's Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contractor's Contract Administrator, Contract Manager, and Financial Manager at the time the Contract is implemented and as changes occur during the Contract Term. The Contractor shall make such notification no later than five business days after a change occurs and shall include a current resume for the newly designated person. The

County shall have the right to approve the assignment or replacement of any personnel by the Contractor.

7.4 CONTRACTOR'S FINANCIAL MANAGER

Exhibit F, Contractor's Administration, reflects the designation of the Contractor's Financial Manager. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Financial Manager.

The Contractor shall assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone and email contact and to meet with County personnel regarding any invoices issued under this Contract.

7.5 APPROVAL OF CONTRACTOR'S EMPLOYEES

The County has the absolute right to approve or disapprove all of the Contractor's employees performing work hereunder and any proposed changes in the Contractor's employees including, but not limited to, the Contractor's Contract Manager.

7.6 CONTRACTOR'S STAFF IDENTIFICATION

7.6.1 The Contractor shall provide adequate staff to complete the printing, sorting and mailing services.

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

7.6.3 The Contractor shall notify the TTC within one business day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's County photo ID badge at the time of removal from the County Contract.

- 7.6.4** If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo Identification badge at the time of removal from working on the Contract.

7.7 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.7.1** Each of the Contractor's staff performing work under this Contract, who is in a designated sensitive position, as determined by the TTC in the TTC's sole discretion, shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. The positions required to undergo and pass a California Department of Justice (DOJ) background investigation include but are not limited to, Contractor's Contract Administrator, Contractor's Contract Manager, and staff indicated in Exhibit F, Contractor's Administration.

Such background investigation shall be obtained through fingerprints submitted to the California DOJ to include state, local, and federal level review, which include, but may not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with background investigation shall be at the expense of the Contractor regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.7.2** The Contractor shall provide to the TTC the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor shall provide such information in writing within five calendar days of the date on which the fingerprinting occurred.
- 7.7.3** Staff indicated in Exhibit F, Contractor's Administration, shall not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC.
- 7.7.4** During the Contract Term, if the TTC identifies a subsequent disqualifying factor for a member of the Contractor's staff, the TTC shall request that the member of the Contractor's staff be immediately removed from performing services under the

Contract. Contractor shall promptly comply with the TTC's request.

- 7.7.5** The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.7.6** The TTC may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term.
- 7.7.7** The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who do not pass such investigation to the satisfaction of the TTC or whose background or conduct is incompatible with TTC facility access.
- 7.7.8** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.7 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.8 CONFIDENTIALITY

- 7.8.1** The 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.
- 7.8.2** The Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.8, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph 7.8 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the County.

Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

- 7.8.3 The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.
- 7.8.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgement and Confidentiality Agreement," Exhibit G2.
- 7.8.6 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgement and Confidentiality Agreement," Exhibit G3.
- 7.8.7 During the Contract Term, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the County's Contract Administrator whenever changes in personnel occur.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the scope of work, term, contract sum, fees or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Contract Administrator.
- 8.1.2 For any change, which affects the fees or payments and/or SOW that does not materially alter the Contract, an Amendment or a

Change Notice to this Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee, provided County Counsel approval is obtained prior to execution of such Amendment(s) or Change Notice(s). The TTC is expressly authorized to approve paper stock and envelope fee increases by no more than five percent annually with documented proof of the cost increase from a paper mill or supplier.

8.1.3 For any change which affects the Contract Term, Contract Sum, the fees, the SOW, or any provision under this Contract, that materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the County's Board, except that the TTC is expressly authorized to (1) increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed 15 percent of the total Contract Sum for a particular contract year based on any unanticipated increases in work volume or reporting requirements, and (2) increase the Contract Sum in the event of unanticipated increases in sales tax. Any such change shall be in writing and signed by the Contractor and the Treasurer and Tax Collector or his/her authorized designee.

8.1.4 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions, as required under federal or state law or regulation, in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her authorized designee.

8.1.5 The Treasurer and Tax Collector or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's optional one-year and/or month-to-month extensions, a written notice shall be prepared and signed by the Treasurer and Tax Collector or his/her designee and delivered to the Contractor at least 30 calendar days prior to the expiration of the current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally

notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the County's consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 WARRANTIES

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

of the Contractor have been fulfilled to provide such actual authority.

8.3.2 The Contractor represents and warrants that the Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor staff in accordance with this Contract and consistent with industry best practices.

8.3.3 The Contractor represents and warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract.

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

The Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints. The procedures shall include the procedures listed in Subparagraphs 8.5.1 through 8.5.7 of this Contract.

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

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

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

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

- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five business days of receiving the complaint unless otherwise specified in the SOW.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Contract Administrator within three business days of mailing to the complainant unless otherwise specified in the SOW.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6, Compliance with Applicable Law, shall be conducted by the Contractor and performed by the counsel selected by the Contractor and approved by the 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 the County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 JURY SERVICE PROGRAM

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

8.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five calendar 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 subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is

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

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

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way

participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Contract Term. 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 subparagraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: gaingrow@dpss.lacounty.gov and bservices@wdacs.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 RESPONSIBLE CONTRACTOR

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

8.12.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 NON-RESPONSIBLE CONTRACTOR

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

8.12.4 CONTRACTOR HEARING BOARD

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
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. The Board 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 years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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 years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request

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

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

8.12.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of the County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the Contract Term maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act ([42 USC Section 653a](#)) and [California Unemployment Insurance Code Section 1088.5](#), and shall implement all lawfully

served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to [Code of Civil Procedure Section 706.031](#) and [Family Code Section 5246\(b\)](#).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. The Contractor shall repay all costs for such repairs incurred by the County as determined by the County, by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

documentation for all covered employees for the period prescribed by law.

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

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile and/or PDF signatures as representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and/or Amendments prepared pursuant to Subparagraph 8.1, Change Notices and Amendments, and Subparagraph 8.34, Notices, respectively, and received via communications facilities (including emails), as legally sufficient evidence that such original signatures have been affixed to Change Notices and/or Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents or PDF documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 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.

8.20 FORCE MAJEURE

- 8.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party), 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 subparagraph as "force majeure events").

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

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall

be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

- 8.22.4** The Contractor shall adhere to the provisions stated in Subparagraph 7.8, Confidentiality.

8.23 INDEMNIFICATION

- 8.23.1** The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.
- 8.23.2** The Contractor shall indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's System (System) and/or Services under this Contract.
- 8.23.3** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the System is not materially impeded, shall either: (a) Procure for County all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

Subparagraphs 8.24 and 8.25 of this Contract. Such insurance shall be primary to and not combined with other insurance or self-insurance programs maintained by the County. These minimum insurance coverage terms, types and limits (the Required Insurance) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 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 the 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 15 business days prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten business days prior to Contractor's policy expiration dates.
- The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the Contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

- Contractor also shall promptly report to the 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 the Contractor.
- The Contractor also shall promptly notify the County of any third-party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against the Contractor and/or the County.
- In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.2 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. Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, unless such liability is attributable solely to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 CANCELLATION OF OR CHANGES IN INSURANCE

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the 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 the County at least ten calendar days in advance of cancellation for non-payment of premium and 30 calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 FAILURE TO MAINTAIN INSURANCE

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

8.24.5 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.

8.24.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

8.24.7 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from

or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

8.24.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

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

8.24.10 CLAIMS MADE COVERAGE

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

8.24.11 APPLICATION OF EXCESS LIABILITY COVERAGE

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

8.24.12 SEPARATION OF INSUREDs

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO)

separation of insureds provision with no insured versus insured exclusions or limitations, where available.

8.24.13 ALTERNATIVE RISK FINANCING PROGRAMS

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

8.24.14 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.

8.25 INSURANCE COVERAGE

8.25.1 COMMERCIAL GENERAL LIABILITY

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

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

8.25.2 AUTOMOBILE LIABILITY

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

8.25.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or

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

8.25.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

8.25.5 CRIME COVERAGE

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

8.25.6 TECHNOLOGY ERRORS & OMISSIONS INSURANCE

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to

computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.7 PRIVACY/NETWORK SECURITY (CYBER) LIABILITY

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Treasurer and Tax Collector or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, or his/her designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Treasurer and Tax Collector, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Treasurer and Tax Collector, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector, or his/her designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the

Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit C, Statement of Work and Contract Technical Exhibits, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five 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 the County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor (or invoiced to the Contractor if no payment is due) from the County, as determined by the County.

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

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

- 8.28.2** The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 NON-EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this subparagraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this subparagraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

8.31.1 Contractor and County agree to act with urgency to mutually resolve any disputes, which may arise with respect to this contract. All such disputes shall be subject to the provisions of this Subparagraph 8.31, Dispute Resolution Procedure, (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

8.31.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, which

the County determines should be delayed as a result of such dispute.

- 8.31.3** If Contractor fails to continue without delay its performance hereunder which the County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by the Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by the Contractor, and Contractor shall make no claim whatsoever against the County for such costs. Contractor shall promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such additional costs from any amounts due to the Contractor from the County.
- 8.31.4** If County fails to continue without delay to perform its responsibilities under this Contract, which County determines should not be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the County as a result of County's failure to continue to so perform shall be borne by the County, and County shall make no claim whatsoever against the Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Contract Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Contract Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Contract Administrators for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or his/her designee. These persons shall have ten days to attempt to resolve the dispute.

8.31.8 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

8.31.9 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

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

8.31.11 Contractor shall bring to the attention of the County's Contract Manager and/or County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 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.

8.33 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 the County, and where and how to safely surrender a baby. The information

is set forth in Exhibit I, Safely Surrendered Baby Law, of this Contract. Additional information is available at www.babysafela.org.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E, County's Administration, and F, Contractor's Administration, or via facsimile representation pursuant to Subparagraph 8.18, Facsimile Representation. Addresses may be changed by either party giving ten calendar days prior written notice thereof to the other party. The Treasurer and Tax Collector, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the Contract Term and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 CALIFORNIA PUBLIC RECORDS ACT

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

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees

to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the Contract Term, 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 Contract Administrator.

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, timecards, or records relating to this Contract during normal business hours with reasonable prior notice. 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 Contract Term and for a period of five 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. Upon request of the County, Contractor shall make such material available for review during normal business hours in the County.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller (A-C) within 30 calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the Contract Term or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 Financial Statements:** Beginning one year after the effective date of this Contract and every year thereafter until the expiration of this Contract, the Contractor shall submit to the County a complete set of financial statements, audited if available, for the 12-month period. Such statements shall, at a minimum, include a

Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, the Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to the County. The County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

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

- 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.

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

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

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this

Contract. The Contractor is responsible to notify its Subcontractors of this County right.

- 8.40.6** The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012

8.41 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 Subparagraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder

shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award,

amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the 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.

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in the [County Code Section 2.160.010](#) retained by the Contractor,

shall fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 USE OF COUNTY SEAL AND/OR TREASURER AND TAX COLLECTOR LOGOS

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of

the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

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

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

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the 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 the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Contract Term will maintain compliance, with the [County Code Chapter 2.206](#).

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.52, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten calendar days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to [County Code Chapter 2.206](#).

8.54 TIME OFF FOR VOTING

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

8.55 GREEN INITIATIVES

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

8.56 COUNTY DATA

All County Data provided or made accessible by the County to the Contractor is and shall remain the property of the County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor shall provide the County, at no additional cost and no later than 15 calendar days after the termination, expiration or the County's request, any County Data or other proprietary data belonging to the County. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by the County. At the County's option, the Contractor shall destroy all originals and copies of all such data and other related information or documents.

8.57 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

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

8.58 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 subparagraph 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.

8.59 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 or its Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of Contractual agreements as well as civil liability.

8.60 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

- 9.1.1** During the Contract Term and for five years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy, and use at any time during and subsequent to the Contract Term, any and all such working papers and all information contained therein.
- 9.1.2** Any and all materials, software, and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.3** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.2.1** The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Contractor's defense and settlement thereof.
- 9.2.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained,

enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 DATA DESTRUCTION

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days of receipt of written request, a signed document from the Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

The Contractor or Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices including, but not limited to, printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. The Contractor or vendor shall provide

the County with a written certification within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.4 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.4.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise (LSBE) Preference Program, as codified in [Chapter 2.204 of the County Code](#).
- 9.4.2** 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 an LSBE.
- 9.4.3** 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 an LSBE.
- 9.4.4** If the Contractor has obtained certification as an LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, be assessed a penalty in an amount of not more than ten percent of the amount of the Contract; and
 3. Be subject to the provisions of [Chapter 2.202 of the County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department of Consumer and

Business Affairs of this information prior to responding to a solicitation or accepting a Contract Award.

9.5 SOCIAL ENTERPRISE PREFERENCE PROGRAM

9.5.1 This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

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

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

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

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

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

9.6 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in [Chapter 2.211 of the County Code](#).

9.6.2 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 DVBE.

9.6.3 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 DVBE.

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

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

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

/

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

CONTRACTOR:
FINANCIAL STATEMENT SERVICES, INC.

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

PRINTING, SORTING, AND MAILING SERVICES

**STATEMENT OF WORK
PRINTING, SORTING, AND MAILING SERVICES**

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EXHIBIT A1
STATEMENT OF WORK ATTACHMENTS AND EXHIBITS

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT A HISTORICAL DATA

ATTACHMENT B INFORMATION SECURITY REQUIREMENTS

STATEMENT OF WORK EXHIBITS

EXHIBIT 1 MAILING SPECIFICATIONS

EXHIBIT 1A ENVELOPE SPECIFICATIONS

EXHIBIT 2 POSTAGE RECAP REPORT

1.0 INTRODUCTION

The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) bills and collects taxes on behalf of the County. Agencies for which the County collects taxes include the County's 88 incorporated cities, more than 100 school districts, and all other revenue districts and taxing agencies located in the County. The TTC mails approximately 2.5 million Annual Secured Real Property Tax Bills each year beginning in late September. By California statute, the TTC must mail all bills by November 1. The Annual Secured Real Property Tax Bill mail job is the largest one the TTC executes each year (see Exhibit A1, Statement of Work Attachments and Exhibits, Exhibit 1, Mailing Specifications). There is scheduled mailing activity throughout the year for other types of mail jobs, such as Payment Activity Notices, Notices of Delinquency, Statements of Prior Year Taxes, Unsecured Personal Property Tax Bills, etc., as well as a variety of weekly and monthly mail jobs, including Certified Mail.

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 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.2 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.3 Certified Mail:** A United States Post Office special service that provides the sender with a mailing receipt and, upon request, an electronic verification of delivery of an article or a delivery attempt.
- 2.4 Contract:** This Agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the services to be performed. It sets forth the Terms and Conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 2.5 Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or problems with Contractor's performance and record explanations of unsatisfactory performance.

- 2.6 Contract Term:** The period of the Contract, commencing upon the effective date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.7 Contractor:** The sole proprietor or business that has entered into a Contract with the County to perform or execute the work covered by this Contract.
- 2.8 Contractor's Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.9 Contractor's Contract Administrator:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.10 Contractor's Contract Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.11 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.12 Contractor's Financial Manager:** The individual authorized by the Contractor to have full authority to act on behalf of the Contractor in all matters related to invoicing under this Contract.
- 2.13 County:** The County of Los Angeles.
- 2.14 County Data:** All of the County's confidential information, data, records, and information of the County to which Contractor has access, or otherwise provided to the Contractor under this Contract.
- 2.15 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. The following are the holidays observed by the County.
- New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Presidents' Day
 - Cesar Chavez Day
 - Memorial Day

- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

2.16 County's Contract Administrator: The individual authorized by the TTC to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.

2.17 County's Contract Manager: The individual authorized by the County's Contract Administrator to manage the operations under this Contract.

2.18 Day(s): Calendar day(s) unless otherwise specified.

2.19 Firm Mailing Book: Postal Service Form 3877.

2.20 Fiscal Year: The 12-month period beginning on July 1st and ending the following June 30th.

2.21 Item Number: A TTC tracking number for parcels scheduled for a tax sale.

2.22 Performance Requirements Summary (PRS) Chart: Identifies the key performance indicators of the Contract that the TTC will evaluate to assure the Contractor meets performance standards, as specified in this Contract and SOW.

2.23 Personal Data: Any information that may be used to identify a person including, but not limited to, name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification (ID) data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all "personal information," as defined under the [Gramm-Leach-Bliley Act \(15 United States Code \(U.S.C.\) §6801 et seq.\)](#), Protected Health Information, and Personally Identifiable Information.

2.24 Quality Control Plan: All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness,

consistency, and conformity to the requirements set forth in this Exhibit A, SOW.

- 2.25 Secure Shell (SSH) File Transfer Protocol:** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.26 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract.
- 2.27 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing data processing services to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement.
- 2.28 System:** The System Software, and Services, Intellectual Property and/or Work Product, including, without limitation, all components, equipment, software, hardware and Documentation, as specified, created, and/or delivered under this Contract.
- 2.29 Treasurer and Tax Collector:** The Director of the County's Department of Treasurer and Tax Collector.
- 2.30 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.31 Undeliverable Mail:** Mail that the United States Postal Service (USPS) returns due to an invalid address, insufficient postage, or expiration of a forwarding time. This will also include mail that the TTC has identified as Return Service mail.
- 2.32 Web Portal:** A web page by which the TTC shall access information pertaining to TTC data/documents in PDF or other electronic format for the purpose of administering, viewing, printing, and approving all mail jobs, including duplicate property tax bills constructed to meet the TTC format requirements sufficient to process a payment.

3.0 SCOPE OF WORK

3.1 General

The Contractor shall be required to print, reprint, assemble, sort, track, meter, and deliver approximately 10 million documents comprising nearly 3.5 million mail pieces annually to the USPS. The Contractor shall be required to furnish all necessary facilities, supplies, materials, equipment, and vehicles required to perform the services pursuant to the Contract.

The TTC shall furnish funds for postage along with the other items referenced in Subparagraph 5.6.1, Furnished Items. The Contractor must print and barcode all of the mail jobs for sorting in accordance with the specifications the TTC provides. The Contractor shall be responsible for providing all paper stock and envelopes (as specified in the Exhibit A1, Statement of Work Attachments and Exhibits, Exhibit 1, Mailing Specifications), and accurately print, assemble, and sort mail jobs according to the TTC's instructions. The Contractor shall also be responsible to complete all mail jobs by the deadlines the TTC specifies.

3.2 Printing

The TTC will provide the Contractor with any data or information via electronic data files that will be printed on the mail jobs. The Contractor shall take all necessary measures to ensure that the quality of service meets the TTC requirements. The Contractor shall be required to manage all printing requirements including, but not limited to:

- 3.2.1** Ability to provide pre-printed forms or print each bill without the use of a pre-printed form.
- 3.2.2** Ability to develop and modify templates or custom form overlays to meet specific requirements for each form(s) and/or bill type.
- 3.2.3** Ability to populate the templates and/or custom forms with supplied data from sources including, but not limited to, electronic data files pursuant to Paragraph 7.0, Security/Data Exchange.
- 3.2.4** Ability to print in color with variable fonts and sizes.
- 3.2.5** Ability to print all intelligent inserts and envelopes in accordance with the templates and specifications the TTC provides. Print an Optical Character Recognition scan line on bill stubs and/or documents based on requirements the TTC sets forth by the TTC.
- 3.2.6** Ability to provide samples of proposed final form bills and/or documents to the TTC for review and approval.
- 3.2.7** Ability to provide online control reports indicating the number of bills and/or documents processed before and after the printing process is complete; Contractor shall attest to 100 percent accuracy of mail jobs (see Subparagraph 3.15, Inspection, Testing, and Approval Processes).

- 3.2.8** Ability to remove print job(s) up to one day prior to the scheduled print job at no additional cost to the County.
- 3.2.9** Ability to print, assemble, sort, and mail paper or print stock for Substitute Property Tax Bills, Duplicate Property Tax Bills, Unsecured Bills, and Statements of Prior Year Taxes according to the TTC's instructions.

3.3 Property Tax Bills

The Contractor shall assemble all property tax bills, inserts, notices, and return envelopes as listed on the attached Exhibit A1, Statement of Work Attachments and Exhibits, Exhibit 1, Mailing Specifications. During the Annual Secured Real Property Tax Bill mailing period (October 1 through October 28), the Contractor is required to mail, at a minimum, 120,000 bills per day and complete all mailing no later than October 28 of each year. Exhibit A1, Statement of Work Attachments and Exhibits, Attachment A, Historical Data, reflects the historical volumes.

During the Annual Unsecured Personal Property Tax Bill mailing period (March 1 through June 30), the Contractor is required to mail the Unsecured Personal Property Tax Bills in a volume the TTC specifies. Exhibit A1, Statement of Work Attachments and Exhibits, Attachment A, Historical Data, reflects the historical volumes of these billings.

3.4 Intelligent Printing and Inserting

The Contractor shall have the ability to print specialized messages or information on all or select documents and/or include a special insert in a mail job based on one or more unique identifiers (e.g., individualized information related to direct assessments based on Assessor's I.D. Number, Tax Rate Area, etc.).

3.5 Presorting, Barcoding, Mailing, and Forwarding

The Contractor shall leverage the most current technology available through the USPS to provide the following:

- 3.5.1** Presorted mail to ensure the lowest first-class postage available;
- 3.5.2** Current standard barcoding to provide the ability to track mail as the TTC requests; and
- 3.5.3** Mail Forwarding and Address Correction Service via NCOALink®

so that the TTC receives notice of undeliverable mail and address corrections via a data file, or some similar service that is acceptable to the TTC.

The Contractor shall guarantee 100 percent compliance with all applicable USPS policies and standards related to barcoding, presort services, and delivery to the USPS. The Contractor must complete the delivery of all print jobs to the USPS by the deadlines the TTC establishes.

In addition, the Contractor shall use 2D Data Matrix or any other similar technology available to track each individual mail job through the production process. The Contractor shall use this technology to detect discrepancies and errors such as duplicate billing or formatting errors.

3.6 Damaged Mail

The Contractor shall reprocess any mail that is damaged as a result of the Contractor's actions at the Contractor's expense.

3.7 Missing or Incomplete Addresses

All mail will be processed and mailed, including those with a missing or incomplete address, unless specified by the TTC.

3.8 Reprints and Errors

The Contractor shall have the ability to print a subset or select records from a print job based on one or more unique identifiers. The TTC will be responsible for the costs associated with reprints due to any errors or changes the TTC makes to any document after it has been printed.

3.9 Certified Mail

3.9.1 Throughout the year, the Contractor may be required to produce and assemble various Secured Property Tax notices that require a Certified Mail job as specified in Subparagraphs 3.9.2 through 3.9.7. The types of notices may include, but are not limited to, the following:

- Impending Notice of Power to Sell
- Notice of Auction
- Excess Proceeds Notice
- Sealed Bid Sale Documents

- 3.9.2** For any Notice requiring Certified Mailing, the TTC will provide the Contractor with a data file containing a list of addressee items, which include the following:
- Name
 - Address
 - Assessor's Identification Number
 - Sale Item Number
- 3.9.3** For each addressee item contained in the data file the TTC provides (see Exhibit A1, Statement of Work Attachments and Exhibits, Attachment A, Historical Data, which reflects the historical volume), the Contractor shall assemble, prepare, and produce a Certified Mail piece, which includes the following process requirements:
- 3.9.3.1** Assembly of the Certified Mail documents that meet USPS requirements for the electronic tracking of signed return receipts.
- 3.9.3.2** Delivery of the mail pieces to the USPS within the mail job deadlines the TTC directs.
- 3.9.3.3** Creation of a file containing the images of the signed return receipts and the documents. This file must include a functionality to sort by fields including, but is not limited to:
- Outgoing Certified Mail number;
 - Assessor's Identification Number; and
 - Item Number when applicable.
- 3.9.4** The Contractor shall ensure the metering of proper postage on the outgoing envelopes.
- 3.9.5** The Contractor shall prepare Certified Mail documents in accordance with instructions from the TTC.
- 3.9.6** The Contractor shall separate foreign/international mail pieces from regular Certified Mail pieces to ensure that proper mailing procedures and postage for foreign/international mail piece tracking are applied. The Contractor shall complete an

International Return Receipt for each piece of foreign/international mail and ensure that the corresponding return receipt matches correctly.

3.9.7 The Contractor shall provide the End Users the capability to create a variety of electronic return receipt mail reports, which include, but are not limited to the following:

1. List of all items for which the mail-to party executed a return receipt.
2. List of all items of mail returned undeliverable, with images of undeliverable mail upon request of the TTC.

Any discrepancy shall be reported to the County Contract Administrator immediately.

3.10 As-Needed Mail Jobs

The Contractor may be required to perform as-needed mail jobs throughout the Contract Term as directed by the TTC. However, the TTC does not guarantee a minimum or maximum of as-needed mail jobs. The time frame for completion of as-needed mail jobs is typically three to five days. As-needed mail jobs may include one-time or recurrent mail jobs. Pricing for as-needed mail jobs shall be in accordance with Exhibit B, Attachment 1, Standard Component Pricing Schedule. The Contractor shall provide as-needed mail jobs that are similar in scope to those listed on Exhibit B, Attachment 2, Pricing Schedule by Mailing Type, for the price listed on Exhibit B, Attachment 1, Standard Component Pricing Schedule. If the TTC agrees that a mail job is not similar to a mail job listed on Exhibit B, Attachment 2, Pricing Schedule by Mailing Type, the TTC may negotiate a price specific to that mail job. If the TTC negotiates a price successfully, the TTC shall incorporate a description of the mail job and price into Exhibit 11, Pricing Schedules, through the Change Notice process. In the event the TTC initiates an as-needed mail job, the TTC will provide postage. If the TTC does not negotiate a price with the Contractor successfully, then the TTC may, under its sole discretion, direct another Contractor to perform the as-needed mailing services outside of this Contract.

3.11 Mailing Specifications

Mailing Specifications are described in the Exhibit A1, Statement of Work Attachments and Exhibits, Exhibit 1, Mailing Specifications. Periodically, the TTC may change Mailing Specifications to add, delete, or modify the types of bills/notices (or change mail job time frames) the Contractor is

required to process. In the event such changes are not similar in scope to existing mail jobs, the changes may be added as described in Subparagraph 3.10, As-Needed Mail Jobs.

3.12 Archiving and Retention

For the duration of the Contract, the Contractor shall be required to archive all document images and provide online access with the functionality to view, download, and print documents in accordance with the retention schedule on Exhibit A1, Statement of Work Attachments and Exhibits, Exhibit 1, Mailing Specifications. In addition, throughout the Contract Term, the Contractor shall provide electronic archives which must be searchable by the following fields: name, address, parcel number, or year and bill number, tax year and amount, including the usage of wildcards or truncation. In addition, the Contractor must be able to provide the data on portable media (i.e., DVD) when the TTC requests it. Upon conclusion of the Contract Term, with prior approval from the County's Contract Administrator, the Contractor shall certify in writing that it purged/destroyed all of TTC's data.

3.13 Web Portal

The Contractor shall establish a Web Portal that provides the following functionality for the TTC's use:

1. Administrative access to add/modify/delete user accounts for secure portal access;
2. Ability to assign permissions for individual user accounts;
3. Ability to view and approve new or edited templates and documents;
4. Ability to preview, approve, and release jobs for printing;
5. Ability to search archived documents based on indexing as defined by the TTC (see Subparagraph 3.12, Archiving and Retention);
6. Ability to reprint and/or download archived documents;
7. Ability to access, download, and print reports; and
8. Ability to view real-time status of print jobs via a dashboard.

3.14 Additional Services

In meeting the needs of the County, the Contractor may be required to provide additional services including, but not limited to, as-needed mail jobs and unanticipated projects the TTC determines. From time to time, and at the sole discretion of the County, the Contractor may be required to

provide mailing and/or sorting services for jobs reflected on Exhibit A1, Statement of Work Attachments and Exhibits, Exhibit 1, Mailing Specifications. Fees shall be in accordance with Exhibit B, Pricing Schedules and shall be determined and negotiated at the time of request.

3.15 Inspection, Testing, and Approval Processes

Once the Contractor has received and processed the data file(s) the TTC submits, the Contractor shall allow the TTC to inspect, test, and approve submitted mail jobs prior to printing. At a minimum, the approval process will include the following steps:

3.15.1 The TTC will inspect document images of the subject mail job via a Web Portal (as referenced in Subparagraph 3.13, Web Portal) in order to validate the formatting and integrity of the data.

3.15.2 For select mail jobs, the Contractor shall provide to the TTC a 100-count sampling of printed documents for scan line testing. The sample documents must be provided within three days of the date of request and shall be printed on the same equipment/bill forms as reflected in Exhibit A1, Statement of Work Attachments and Exhibits, Exhibit 1, Mailing Specifications and in the same manner as the forthcoming mail job.

The TTC shall process the sample documents in a test environment to ensure that the machine reads scan lines properly:

3.15.3 If the TTC discovers no errors, the TTC shall approve the mail job via the Web Portal, authorizing the Contractor to begin the actual printing of the entire mail job (including the reprinting of any prior sample documents).

3.15.4 If the TTC discovers errors, the TTC shall report the errors to the Contractor for evaluation and resolution. At the discretion of the TTC and depending on the type of error (e.g., data, mechanical, printing materials, etc.), the approval and testing process, including sample documents, may start over at the beginning.

4.0 REPORTS

4.1 Required Reports

4.1.1 Real-Time Daily Recap Reports

During any mail job, the Contractor shall provide via web portal/dashboard, the ability to view real-time production statistics that accurately portray the status of a given mail job. In addition, the Contractor shall provide access to Daily Recap Reports designed according to the TTC's specifications. The function of such reports will be to serve as daily summaries of productivity on mail jobs and the data/information contained on such reports will be static as of that given day. The TTC may require access to such reports, including statistical data, for up to two years after the completion of that mail job; thereafter, the Contractor shall be required to archive all documents pursuant to Subparagraph 3.12, Archiving and Retention, of this SOW.

4.1.2 Postage Recap Reports

4.1.2.1 The Contractor shall e-mail to the County a Postage Recap Report (Exhibit A1, Statement of Work Attachments and Exhibits, Exhibit 2) or monthly invoice as defined by Subparagraph 5.5.4 (Contract), within three days of the first day of every month. The documents shall be submitted via email to the County's Contract Manager identified in Exhibit E, County's Administration and shall also be submitted to:

ttcbudget@ttc.lacounty.gov

4.1.3 Firm Mailing Book Pages

4.1.3.1 The Contractor shall provide the TTC with a mutually agreeable method for detailing International/Certified Mail pieces sent (e.g., copies of the completed PS Form 3877, Firm Mailing Book). The certified listing and/or Firm Mailing Book pages shall include the Assessor's Identification Number and Auction Item Number as well as the existing fields for the Registered Mail Article Number, Addressee Name, and Address.

4.1.3.2 The Contractor shall have the USPS appropriately

complete each page of the Firm Mailing Book verifying the receipt of mailings.

- 4.1.3.3** The Contractor shall utilize the USPS electronic return receipt service for Certified Mail.
- 4.1.3.4** The Contractor shall provide copies of each page to the County's Contract Manager or other TTC designee as the County's Contract Manager directs within three days of the mail processing date.
- 4.1.3.5** The Contractor shall provide an electronic report, in the form of an accepted industry standard format, listing all items mailed.
- 4.1.3.6** The Contractor shall make available to the TTC images of electronic return receipts and images of undeliverable mail upon request.

5.0 ADMINISTRATION OF CONTRACT – COUNTY

5.1 County Administration

The TTC shall assign a County Contract Administrator and a Contract Manager, to provide, among other things, overall management and coordination of this Contract and act as liaisons for the TTC. The County's Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements. The County's Contract Manager shall monitor the Contractor's performance during the Contract term.

The TTC will notify the Contractor in writing of the names, addresses, and telephone numbers of the individuals designated to act as the County's Contract Administrator and Contract Manager.

5.2 County's Contract Administrator

- 5.2.1** The County's Contract Administrator is responsible for ensuring the Contractor meets the objectives of this Contract and determines the Contractor's compliance with this Contract. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

5.2.2 The County's Contract Administrator is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policies, information requirements, and procedural requirements.

5.2.3 The County's Contract Administrator is not authorized to make any changes to the Terms and Conditions of this Contract except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of this Contract, and is not authorized to further obligate the County in any respect whatsoever.

5.3 County's Contract Manager

5.3.1 The County's Contract Manager will be responsible for managing all operational matters under this Contract; requesting meetings as needed with the Contractor's Contract Manager; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

5.3.2 The County's Contract Manager is not authorized to make changes to the Terms and Conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

5.4 County's Departmental Chief Information Officer (DCIO)

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department's information systems.

5.5 County's Departmental Information Security Officer (DISO)

The DISO develops and implements departmental information technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of data and to ensure the integrity and security of the Department's IT infrastructure.

5.6 County's Responsibilities

5.6.1 Furnished Items

The County is responsible for furnishing the Contractor with the following items:

1. Funds for postage;
2. Electronic data (including file definitions) to populate and print on the mail pieces;
3. Graphical elements to be included on printed material;
4. Mailing Exhibits; and
5. Samples of: bills, notices, letters, etc.

6.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

The Contractor shall assign a sufficient number of employees to perform the required work. The Contractor shall appoint at least one authorized on-site employee to act for the Contractor in every detail, and that employee must speak and read fluently in English.

6.1 Contractor's Contract Administrator

- 6.1.1** The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be a principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in coordinating the performance under this Contract. The Contractor shall provide the TTC, in writing, with the name, address, and telephone number of the individual designated to act as Contract Administrator identified in Exhibit F, Contractor's Administration, of this Contract, and provide a current copy of the employee's resume at the time this Contract is executed and notify the TTC as changes occur.
- 6.1.2** The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with Contract.
- 6.1.3** The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss project coordination. Such meetings will be conducted at a time and place as mutually agreed by the parties.

6.2 Contractor's Contract Manager

- 6.2.1** The Contractor's Contract Manager shall be a full-time employee of the Contractor. The Contractor shall inform the County in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Manager and notify the County as changes occur.
- 6.2.2** The Contractor shall inform the County's Contract Administrator in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Manager at the time this Contract is implemented and as changes occur during the Contract Term. The Contractor shall make such notification no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Manager. The County will have the right to approve the assignment of a replacement for any Contractor's Contract Manager the Contractor recommends.
- 6.2.3** The Contractor's Contract Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of this Contract. The Contractor's Contract Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, for telephone and email contact and to meet with the County's Contract Manager to discuss this Contract.

6.3 Contractor's Employees

- 6.3.1** The Contractor shall provide its employees with a standard photo identification badge acceptable to the TTC, which include a recent picture of the employee, the employee's name, and the name of the Contractor.
- 6.3.2** The Contractor is responsible for providing training and supervising employees assigned to perform services under this Contract. All employees the Contractor assigns to perform these services shall at all times be employees of the Contractor; and, the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the opinion of the County is performing unsatisfactory work, shall be removed from the performance of services related to this Contract immediately upon the written request of the County's Contract Manager.

- 6.3.3** The Contractor shall ensure a high standard of conduct of the Contractor's employees, including compliance at all times with all applicable local, state, and federal laws and regulations related to printing, sorting and mailing services, and the specific requirements of this Contract.
- 6.3.4** For any work, in which the Contractor requires a Subcontractor to perform services under this Contract, the Contractor shall first notify and receive the County's Contract Administrator's written approval.
- 6.3.5** The Contractor's employees assigned to provide services under this Contract shall:
- a. Communicate effectively using good judgment and discretion;
 - b. Be trained sufficiently in performing the services; and
 - c. Comply with the requirements of this Contract.

6.4 Contractor's Financial Manager

Exhibit F, Contractor's Administration, reflects the designation of the Contractor's Financial Manager. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Financial Manager.

The Contractor shall assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone and email contact and to meet with County personnel regarding any invoices issued under this Contract.

6.5 Approval of Contractor's Employees

The County has the absolute right to approve or disapprove all of the Contractor's employees performing work hereunder and any proposed changes in the Contractor's employees including, but not limited to, the Contractor's Contract Manager.

6.6 Background and Security Investigations

Pursuant to the provisions of the Contract, Subparagraph 7.7, Background and Security Investigations, the TTC has determined, in its sole discretion, that each of the Contractor's employees performing work under this Contract is in a designated sensitive position and shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract.

6.7 Contractor Responsibilities

The Contractor is responsible for adhering to the following list of County expectations as defined below:

6.7.1 Postage

- 6.7.1.1** The TTC will estimate the amount of postage necessary for mail jobs as needed and issue a County warrant made out to the U.S. Postmaster for the Contractor to purchase the required postage.
- 6.7.1.2** The Contractor shall provide a monthly statement that clearly shows the beginning postage balance, detail postage usage per job, replenishments to the TTC for postage spoilage, excessive postage or Contractor error, and ending postage balance.
- 6.7.1.3** If the Contractor applied excessive postage to any TTC mailing, upon discovery by the Contractor or the County, at the TTC's option, the Contractor shall replenish the amount equal to the excessive postage balance.
- 6.7.1.4** If the USPS returns any mailings to the TTC as undeliverable due to the Contractor's error including, but not limited to, the address is not visible through the envelope window or inadequate postage, at the TTC's option, the Contractor shall replenish the postage. The Contractor shall also credit the TTC the per item construction cost on the next invoice.

6.7.2 Identification Badges

Any time the Contractor's employee(s) is on the County designated property, the Contractor shall require such employee to

prominently display a photo identification badge on the upper part of his/her body, identifying the employee by name, physical description, and company.

6.7.3 Materials, Facilities, Vehicles, Supplies, and Equipment

- 6.7.3.1** The Contractor shall have facilities to process mail relating to this Contract within or adjacent to the County of Los Angeles.
- 6.7.3.2** The purchase, lease, or acquisition and maintenance of all materials, facilities, vehicles, supplies, and equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee(s). The Contractor shall maintain a facility(ies) that is adequate to provide the quantity and quality of services required in this Contract. This includes, but is not limited to, a facility with at least one loading dock that is accessible to the County and/or another County Contractor, a receiving area(s) and secure and adequate storage capabilities for all mailing documents, envelopes, and inserts in the quantities necessary for each mailing. The Contractor shall also ensure that employees keep any information that may be contained on any mailing confidential.
- 6.7.3.3** The USPS must certify the Contractor and each piece of applicable certifiable equipment to provide such services, and the Contractor shall maintain such certifications annually or at other frequencies the USPS may require.
- 6.7.3.4** Upon advance notification, where feasible, the County reserves the right to change the dimensions and/ or quantity of inserts, envelopes, or bills used in the Annual Secured Real Property Tax Bill(s) or other mail jobs. The County may also change or otherwise modify instructions given to the Contractor regarding a specific job.

6.7.4 Contractor's Office

The Contractor shall maintain an office located within or adjacent to the County of Los Angeles with a working telephone line in the Contractor's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m.

PT, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

7.0 SECURITY/DATA EXCHANGE

- 7.1** The Contractor shall provide a secure online environment to protect the confidentiality, integrity, and availability of the data exchanged. The Contractor shall host the Website on a secure web server including its web application that incorporates security and privacy safeguards and protections. These measures consist of continuous performance of vulnerability assessments including, but not limited to, the application, server, and the network(s). Other measures include maintaining currency with software patches of its operating system, associated software running on the web server, and maintenance for related network devices.
- 7.2** The Contractor must exchange all data with the TTC electronically and securely, unless the County's Project Director directs otherwise. All data exchanges must take place in a secure manner using SSH-SFTP with data encryption with minimum cipher strength of 256-bit.
- 7.3** The Contractor must encrypt electronic files using an encryption algorithm and key strength approved by the DCIO and the DISO.
- 7.4** Email exchanged between the Contractor and the County shall be kept at the absolute minimum to conduct business and encrypted using an enterprise email encryption solution. Confidential/sensitive information shall not be sent via email. If it is necessary to attach a file, the file shall be encrypted and attached to the encrypted email.
- 7.5** The Contractor shall perform and provide an overview of its Annual Cyber Information Security Risk Assessment to the TTC, as it pertains to the online operating environment of the System. The actual report detailing identified risks is not being requested from either a self-assessment or third-party perspective; however, what is requested is a general overview of those identified risks (i.e., high, medium, and low), and actions taken to remediate the vulnerabilities pertaining to the System.

8.0 INFORMATION SECURITY REQUIREMENTS

The Contractor shall adhere to physical and/or computer security safeguards identified in Exhibit A1, Statement of Work Attachments and Exhibits, Attachment B, Information Security Requirements.

9.0 DATA ENCRYPTION REQUIREMENTS

Contractors and Subcontractors that electronically transmit or store personal information (PI), shall comply with the encryption standards set forth below. The [California Civil Code Section 1798.29\(g\)](#) defines PI.

9.1 Stored Data

Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bits is minimally required.

9.2 Transmitted Data

All transmitted (e.g., network) County PI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 256-bits.

9.3 Certification

The County must receive a certification from Contractor that certifies and validates compliance with the encryption standards set forth above within ten business days of its request. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generates, and such reports shall be subject to audit in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement of the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of the Contract upon which the County may terminate or suspend this Contract.

10.0 QUALITY CONTROL PLAN

10.1 Quality Control Plan

The Contractor shall establish, maintain, and utilize a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides the County a consistently high level of service throughout the term of the Contract. After the Contract start date and as changes occur to the QCP, the Contractor must provide an updated QCP to the TTC Contract Administrator within ten business days. The QCP shall include, but may not be limited to, the following:

- 10.1.1** Method of monitoring to ensure that Contract requirements are being met including, but not limited to, all of the items listed on the PRS.
- 10.1.2** The activities the Contractor will monitor, and if the monitoring will be either scheduled or unscheduled, the minimum frequency, and the title of the individual(s) performing the monitoring.
- 10.1.3** A record of all inspections the Contractor conducts, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- 10.1.4** The methods the Contractor uses for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract.
- 10.1.5** Security procedures approved by the TTC and maintained to ensure the protection of all mailing services documents, postage, and envelopes in the Contractor's possession against theft, fire, water, or any other damage or loss by any cause. The Contractor shall also take measures to protect and keep any confidential information that may be contained on any mail job documents.
- 10.1.6** A file the Contractor maintains of all the inspections the County conducts and, if necessary, the corrective action taken. The Contractor shall make this file available, upon request from the County, throughout the term of the Contract.

10.2 Test Run

At the TTC's option and prior to initiating live production for each type of bill, the Contractor shall complete a successful test run to ensure the performance standards outlined in Exhibit C, Statement of Work and Contract Technical Exhibits, Technical Exhibit 2, Performance Requirements Summary (PRS) Chart, and specifications according to the TTC instructions are met. In addition, the Test Run will validate compliance with the TTC's folding/perforation requirements. The TTC may request the Contractor to provide print samples before the start of a print job in order to review for errors. The Contractor shall make the samples accessible online for the TTC to review.

10.3 Internal Controls Requirements

The Contractor shall provide written internal control procedures within ten days upon the Contract Award, which is subject to the County's approval. These procedures shall be maintained and periodically updated as necessary and/or as the County requests so. The Contractor shall provide an updated copy to the County for review and approval within ten days of the update/request. The Contractor personnel shall be periodically instructed in said procedures, and office management staff shall continuously monitor operations to ensure compliance.

10.4 County Quality Control Monitoring

On an ongoing basis, the TTC will compare the Contractor's performance to the Contract standards set forth in the PRS. The TTC may use a variety of inspection methods to evaluate the Contractor's performance. These methods may include, but are not limited to:

1. User complaints;
2. Inspection of completeness and quality of work on a periodic basis;
3. Reconciliation of Daily Recap Report (reconcile the per piece count of all mail);
4. Inspection of Secured Property Certified/Registered Mailings for each mail job; and
5. Adherence to County policies, procedures, rules, and regulations.

11.0 BUSINESS CONTINUITY PLAN

The Contractor shall provide a written Business Continuity Plan (BCP) for providing continuing services to the County in the event of an emergency that disrupts the Contractor's operations. The Contractor shall provide an updated copy of the BCP to the County's Contract Administrator within ten business days of this Contract start date and within ten business days when changes occur during the Contract Term. The BCP shall include, at a minimum, the following components:

- 11.1** The process for notifying the TTC immediately of any emergency that disrupts service (i.e., power outages, natural disaster, fire, cyber terrorism, etc.);
- 11.2** Timeline for operationalizing the BCP;
- 11.3** Description of the Contractor's disaster recovery plans and solutions;
- 11.4** Address, telephone number, and fax number of any alternate site(s) where the Contractor will perform services;
- 11.5** Description of the production capabilities at any alternate site(s);
- 11.6** Description of the Contractor's IT plans and features to ensure the County's information remains accessible and secure;
- 11.7** Description of how the Contractor would implement the BCP;
- 11.8** Description of how the Contractor will test the BCP on an annual basis and update it accordingly.
- 11.9** A demonstration of the Contractor's ability to operationalize the BCP on an annual basis with smaller, non-tax bill mail jobs; and
- 11.10** Description of how the Contractor will transport mail jobs (i.e., pickup and delivery of mail pieces).

12.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract.

12.1 Meetings

The Contractor is required to attend any scheduled meetings as agreed upon by the County and the Contractor. Failure to attend may result in an assessment as defined in the PRS. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

12.2 Contract Discrepancy Report

12.2.1 The County Contract Manager shall monitor the Contractor's performance based on, but not limited to, the PRS. If at any time during the term of the Contract, the work does not meet the performance standards or a Contract discrepancy has been identified, the County Contract Manager may prepare a Contract Discrepancy Report (CDR) (Exhibit C, Statement of Work and Contract Technical Exhibits, Technical Exhibit 1) and issue the CDR to the Contractor. The Contractor shall respond to the CDR within five business days from receipt of the CDR either with a Corrective Action Plan (CAP) acknowledging the reported discrepancy(ies) and detailing how the discrepancy(ies) will be remedied by the Contractor, or with a written response presenting contrary evidence.

12.2.2 The County Contract Manager will review the CAP and notify the Contractor if the CAP is acceptable to the County. If the CAP is not received within five business days or is not acceptable to the County, the County Contract Manager may instruct the Contractor of the necessary actions and time frames that shall be taken to correct any discrepancies. If the Contractor does not comply with the approved CAP and within the time frame stated therein or upon reoccurrence of the same incident, the County may issue a letter indicating its intent to terminate the Contract. The Contractor may appeal this action in writing within ten business days from receipt of the County's notice with the County Contract Administrator. The County will consider appeals received timely and will notify the Contractor of the County's decision in writing. Termination will be in accordance with one or more of the provisions set forth in the Contract regarding termination. The County's decision will be final.

12.3 Contractor Complaint Log

The Contractor shall maintain a log of all complaints received from the

County or the public. The Contractor shall immediately investigate all complaints and provide a written report to the County regarding the disposition of each complaint within five business days of receiving the complaint. Each Report shall include a summary of the complaint, name of the Contractor's employee(s) involved, results of the Contractor's investigation, and a statement regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint.

The County retains the right to terminate this Contract if the Contractor does not take any action to said complaint(s).

13.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) Chart (Exhibit C, Statement of Work and Contract Technical Exhibits, Technical Exhibit 2) lists the required services the County monitors during the Contract Term:

- Refer to the applicable section of this Contract;
- List the required services to be provided;
- Indicate the method of monitoring the services; and
- Indicate the deductions/fees to be assessed for each service that is not satisfactorily performed.

13.1 All listings of services used in the PRS Chart are intended to be completely consistent with this Contract and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in this Contract. In any case of apparent inconsistency between services as stated in this Contract, the meaning apparent in this Contract will prevail. If any service or deliverable seems to be created in the PRS, which is not clearly and forthrightly set forth in this Contract, that apparent service will be null and void and shall place no requirement on the Contractor.

13.2 At the County's sole discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply nonperformance remedies that may include, but are not limited to, the following:

- Require the Contractor to implement a Corrective Action Plan (CAP), subject to the County's approval. In the CAP, the Contractor shall include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor based on the assessment indicated in the PRS Chart.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy requests for improvement of performance or to perform the neglected work specified within ten business days or the timeframe specified by the TTC shall constitute authorization for the County to have others perform the service(s). The Contractor shall reimburse the County for the entire cost of such work performed by others due to the Contractor's failure to perform said service(s), as determined by the County. The Contractor shall credit to the County on the Contractor's future invoice(s) under this Contract or any other County Contract.

13.3 Nothing within this section precludes the County's right to terminate this Contract upon ten days' written notice with or without cause as provided in this Contract.

EXHIBIT A1

STATEMENT OF WORK ATTACHMENTS AND EXHIBITS

FOR

PRINTING, SORTING, AND MAILING SERVICES

EXHIBIT A1

SOW ATTACHMENTS AND EXHIBITS

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT A HISTORICAL DATA

ATTACHMENT B INFORMATION SECURITY REQUIREMENTS

STATEMENT OF WORK EXHIBITS

EXHIBIT 1 MAILING SPECIFICATIONS

EXHIBIT 1A ENVELOPE SPECIFICATIONS

EXHIBIT 2 POSTAGE RECAP REPORT

HISTORICAL DATA

APPROXIMATE NUMBER OF ANNUAL SECURED PROPERTY TAX BILL MAILINGS			
Type of Bill/Notice	2016	2017	2018
Single Owner	1,467,137	1,457,906	1,457,613
Information Notices	762,842	773,340	778,358
Multiple Owner	13,091	13,867	19,031
Multiple Single Owner	6,342	1,621	8,000
"500" Accounts	4,000	4,000	4,920
Public Utilities	448	449	425
Exceptions	61	64	40
TOTAL	2,363,500	2,362,900	2,370,100

APPROXIMATE NUMBER OF SECURED PROPERTY TAX CERTIFIED MAILINGS			
Type of Bill/Notice	2016	2017	2018
Impending Notice	11,000	5,360	4,623
Notice of Auction	41,691	30,781	42,514
Excess Proceeds Notices	727	3144	3,472
Sealed Bid Packages	N/A	211	241

APPROXIMATE NUMBER OF SECURED PROPERTY NON TAX CERTIFIED MAILINGS			
Type of Bill/Notice	2016	2017	2018
Courtesy Notices	3550	3,555	3,170
Statement of Prior Year Taxes	3550	3,555	3,170

APPROXIMATE NUMBER OF UNSECURED PROPERTY TAX MAILINGS			
Type of Bill/Notice	2016	2017	2018
Annual Unsecured Bill	343,000	243,000	249,000
Notice of Enforcement	123,000	43,000	51,000
Notice of Lien	73,000	50,000	60,000

ATTACHMENT B
INFORMATION SECURITY REQUIREMENTS



This Attachment B sets forth information security procedures to be established by Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract. Subcontractor(s), if approved by County as set forth in Subparagraph 8.40 (Subcontracting), of the Contract, shall also be required to establish the information security procedures set forth herein. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment B will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Attachment B, capitalized terms shall have the meanings set forth in the Contract.

1. SECURITY POLICY

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor shall screen and conduct background checks on all Contractor personnel contacting County Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Attachment, "**Removable**

Media” means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION

Contractor will encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Information cannot be retrieved. All services (e.g., application hosting, data repository, data backup) must be provided from within the contiguous United States. All mobile devices storing County's Confidential Information will be managed by a Mobile Device Management system. All workstations/PC's will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction), Personally Identifiable Information, and County Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry best practices (e.g., NIST Special Publication 800-52, Guidelines for the Selection and use of Transport Layer Security Implementations) and approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry best practices (e.g., NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices) and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Contract or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, or County Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

- b.** Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c.** Applications will include access control to limit user access to information and application system functions; and
- d.** All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification, destruction of information or interference with system operations in an information system.

- a.** Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b.** The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c.** Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, and County Confidential Information.
- d.** County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact. Contractor will notify County of any new assessments.

- e. Contractor will provide County with the reports of its independent penetration test completed by a competent third party no less frequently than annually against network equipment and internet-facing web addresses storing or accessing confidential information. Contractor shall provide all information reasonably requested by County in connection with any such audits. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

11. **CONTRACTOR SELF AUDIT**

Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include a or b below:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above along with a copy of the ISO (when applicable) certificate of registration from the certifying body..

- b. SSAE-18 SOC2 Type II (formerly known as SAS – 70 Type II):
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report will be sent to the County annually once it is completed.
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; and (b) Personally Identifiable Information (as defined below) will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information").

- b. **County Data.** All of County's Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal Information," as defined under the Gramm-Leach- Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in California Civil Code section 1798.29 and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- (i) **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer

it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

- (ii) **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County's then current privacy policy, and all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- (iii) **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- (iv) **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all

documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County will return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that provided to County by Contractor hereunder), at County's option.

Product Name	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Mail (Hand Matched)	Notes
Standard Business Card	ENV-182E	ENV 183E	ENV141J	Daily		20lb	8 1/2" x 11"	Simplex	White	Black	No	450 per 1000
Standard Business Card	ENV-182E	ENV 183E		Daily	Perforated*	20lb	8 1/2" x 11"	Simplex	White	Black	No	80 per 1000
Standard Business Card	ENV 132J	ENV 229E	ENV 229E	Weekly	Perforated*	24lb	8 1/2" x 14"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	100 per 1000
Standard Business Card	No variable data			Weekly		20lb	8 1/2" x 11"	Duplex	White	Black	No	100 per 1000
Standard Business Card	No variable data			Weekly		20lb	8 1/2" x 11"	Simplex	Goldenrod	Black	No	100 per 1000
Standard Business Card	ENV 132J	ENV 229E	ENV 229E	Weekly	Perforated*	24lb	8 1/2" x 14"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	100 per 1000
Standard Business Card	No Variable Data			Weekly		20lb	8 1/2" x 11"	Duplex	White	Black	No	100 per 1000
Standard Business Card	ENV 132J	ENV 229E	ENV 229E	Weekly	Perforated*	24lb	8 1/2" x 14"	Simplex	White	Black on Color Overlay	No	100 per 1000
Standard Business Card	No variable data			Weekly		20lb	8 1/2" x 11"	Duplex	White	Black	No	100 per 1000
Standard Business Card	6x9-1/2" Envelope	ENV 141J	ENV 141J	Annually	Perforated*	24lb	8 1/2" x 14"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	1,700 per 1000
Standard Business Card	No variable data			Annually		20lb	8 1/2" x 11"	Simplex	White	Color	No	2,500 per 1000
Standard Business Card	No variable data			Annually		20lb	8 1/2" x 11"	Duplex - two sheets	White	Black	No	2,500 per 1000
Standard Business Card	6x9-1/2" Envelope			Annually	Perforated*	24lb	8 1/2" x 14"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	700 per 1000
Standard Business Card	No variable data			Annually		20 lb	8 1/2" x 11"	Duplex - two sheets	White	Black	No	700 per 1000

Product	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Mail (Hand Matched)
1	6x9-1/2" and 10x15" Envelopes	Printed in line with Tax bills - Banner Pages billed with Tax Bills	Processing and Print billed with Tax Bills; auto insert ENV132J and 6x9-1/2" envelopes, hand-insert into 10x15" envelopes	Annually		24lb	8 1/2" x 14"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No
5	ENV132J			Annually		24lb	8 1/2" x 11"	Simplex	White	Black	No
1	ENV 182E	ENV 141J	ENV 141J	Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No
1	No variable data			Annually		20lb	8 1/2" x 11"	Duplex	White	Black	No
1	ENV-182E	ENV 141J		Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No
1	No variable data			Annually		20lb	8 1/2" x 11"	Duplex	White	Black	No
2	No variable data			Upon Request	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Color Overlay, Non-variable backer in black	No
1	No variable data			Upon Request	Tri-fold	20lb	8 1/2" x 11"	Duplex	Yellow	Black	N/A
2	No Variable Data			Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Color Overlay, Non-variable backer in black	No
2	No variable data			Annually	Tri-fold	20lb	8 1/2" x 11"	Duplex	Yellow	Black	N/A
5	ENV-144E	TTC internal use		Upon Request Assumes total amount purchased							N/A

Product Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty
7B	ENV-182E	ENV 142J		Weekly	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	3,000
7B	No variable data			Weekly		20lb	8 1/2" x 11"	Duplex	White	Black	No	200
7B	No variable data			Weekly	Perforated*	20lb	8 1/2" x 11"	Duplex	Pink	Black	No	40,000 Annually
	No variable data			Upon Request		20lb	8 1/2" x 11"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	196,000
7B	No variable data			Annually	Tri-Fold	20lb	8 1/2" x 11"	Duplex	Pink	Black	No	30,000
7B	ENV-182E	ENV 142J		Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	110,000
7B	No variable data			Annually		20lb	8 1/2" x 11"	Simplex	White	Black	No	110,000
	Print and deliver to TTC			Monthly		20lb	8 1/2" x 11"	Simplex	White	Black	No	300
	Print and deliver to TTC			Monthly		20lb	8 1/2" x 11"	Simplex	White	Black	No	300
	ENV 181	ENV 180E		Annually		20lb	8 1/2" x 11"	Duplex	White	Black & Red Non-variable backer in black	No	2,500

Product Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	No	2,500
				Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red, Non-variable backer in black	No	2,500
	No variable data			Annually		20lb	8 1/2" x 11"	Duplex	Pink	Black	No	2,500
	ENV 181	ENV 180E		Annually		20lb	8 1/2" x 11"	Duplex	White	Black & Red Non-variable backer in black	No	3,000
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	Light Blue	Black	No	3,000
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	No	3,000
	Deliver to TTC			Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red Non-variable backer in black	No	3,000
	No variable data			Annually		20lb	8 1/2" x 11"	Duplex	Pink	Black	No	3,000
	ENV 181	ENV 180E		Annually		20lb	8 1/2" x 11"	Duplex	White	Black & Red Non-variable backer in black	No	500
	Deliver to TTC			Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red, Non-variable backer in black	No	500
	No variable data			Annually		20lb	8 1/2" x 11"	Duplex	Pink	Black	No	500

Order Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty
	EVN 181	EVN 180E		Annually		20lb	8 1/2" x 11"	Duplex	White	Black & Red on Color Overlay, Non Variable backer in black	No	10
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	Light Blue	Black	No	10
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	No	10
	Print and Deliver to TTC			Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red Non-variable backer in black	No	10
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Duplex	Pink	Black	No	10
	ENV 181	ENV 180E		Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red Non-variable backer in black	Yes	5,000
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	Light Blue	Black	Yes	5,000
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	Yes	5,000

Product Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty
	ENV 181	ENV 180E		Annually		24lb	8 1/2" x 11"	Duplex	White	Black & Red on Color Overlay, Non Variable backer in black	Yes	3,500
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	Light Blue	Black	Yes	3,500
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	Yes	3,500
	ENV 181	ENV 180E		Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red Non-variable backer in black	Yes	800
	ENV 181	ENV 180E		Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red Non-variable backer in black	Yes	10
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	Light Blue	Black	Yes	10
	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	Yes	10

Product Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty
	Print and Return to TTC			Annually		20lb	8 1/2" x 11"	Simplex	White	Black	No	4,000
	ENV 181	ENV 180E		1 X Per Year	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black with NV Backer	Yes	20,000
	ENV 181	ENV 180E		1 X Per Year	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black with NV Backer	Yes	50,000
	ENV 181	ENV 180E		1 X Per Year	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black with NV Backer	Yes	5,000
	ENV 181	ENV 180E		3 X Per Year		20lb	8 1/2" x 11	Simplex	White	Black	Yes	14000 This number is an average of the 3 auctions
	No variable data			3 X Per Year		20lb	8 1/2" x 14"	Simplex	White	Black	Yes	14000 This number is an average of the 3 auctions
	No variable data			3 X Per Year		20lb	8 1/2" x 14"	Duplex	White	Black	Yes	14000 This number is an average of the 3 auctions
	No variable data			3 X Per Year		20lb	8 1/2" x 14"	Duplex	White	Black	Yes	14000 This number is an average of the 3 auctions
	No variable data			3 X Per Year		20lb	8 1/2" x 14"	Duplex	White	Black	Yes	14000 This number is an average of the 3 auctions

Order Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty
	Certified Enve	9 1/2" x 12 5/8" - Tyvek	Collate and return flat with inserts to TTC	Upon Request	Certified Mailer	20lb	8 1/2" x 11	Simplex	White	Black	Yes	500
	Variable data	Collate with 21 and Deliver to TTC		Upon Request		20lb	8 1/2" x 11	Simplex	White	Black	Yes	500
	Variable data	Collate with 21 and Deliver to TTC		Upon Request		20lb	8 1/2" x 11	Simplex	White	Black	Yes	500
	Variable data	Collate with 21 and Deliver to TTC		Upon Request		20lb	8 1/2" x 11	Simplex	White	Black	Yes	500
	Variable data	Print and Deliver to TTC		Upon Request		20lb	8 1/2" x 11	Simplex	White	Black	Yes	500
	Variable data	Collate and return flat with inserts to TTC		Annually	N/A	24 lb	8 1/2" x 14	Simplex	White	Black	No	600
	Variable Data	Collate with 41 and Deliver to TTC		Annually	N/A	24 lb	8 1/2" x 14	Simplex	White	Black	No	600
	Variable Data	Collate with 41 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	Pink	Black	No	600
	Variable Data	Collate with 41 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Duplex	White	Black with NV Backer	No	600

Product Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty
7A	Variable Data	Collate and return flat with inserts to TTC		Annually	N/A	20lb	8 1/2" x 11	Duplex	Pink	Black	No	600
	No Variable Data	Collate with 42 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	Goldenrod	Black	No	600
	No Variable Data	Collate with 42 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	Pink	Black	No	600
	No Variable Data	Collate with 42 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	White	Black	No	600
	No Variable Data	Collate with 42 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	White	Black	No	600
	Variable Data	Print and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	White	Black	No	600
	ENV-182E	ENV 142J		Annually	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black on Color Overlay, Non-variable backer in black	No	1,500
7B	No variable data			Annually		20lb	8 1/2" x 11"	Simplex	White	Black	No	600

erforation

7 Tax Mailings

Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Rqrd	Color of Ink Required	Certified Mail (Hand Matched)	Qty	In
76U460F	ENV 188E	ENV 121E		Weekly	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black on Color Overlay, Non-variable backer in black	No	There is one batch that will run in April of approximately 185,000, then weekly with an average of 800 to 1,000 notices.	
76U460F	ENV 227E	ENV 228E		Bi-monthly (July - June)	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black on Color Overlay, Non-variable backer in black	No	900 min - 5,000 max Bi-monthly batches	
76U460F	No variable data			Bi-monthly (July - June)		20 lb	8 1/2" x 11"	Simplex	Blue	Black	No	4000 Yearly	
76R206	ENV 188E	ENV 199E		Monthly	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black & Red with Black NV Backer; County Logo in full color	No	There is one batch that may be as high as 45,000 notices, all other months will be a minimum 600 to 1,000 notices.	
(COS - T019CF 9/11)	ENV 188E	ENV 199E		Monthly	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black & Red with Black NV Backer; County Logo in full color	No	There is one batch that may be as high as 30,000 notices, all other months will be a minimum 600 to 1,000 notices.	
TT053	Print and Return to TTC			Monthly	Template	20 lb	8 1/2" x 11"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	There is one batch that may be as high as 40,000 notices, all other months will be a minimum 600 to 1,000 notices.	

7 Tax Mailings

Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Rqrd	Color of Ink Required	Certified Mail (Hand Matched)	Qty	In
N/A	Print and Return to TTC			Monthly		20 lb	8 1/2" x 11"	Simplex	White	Black	No	There is one batch that may be as high as 40,000 notices, all other months will be a minimum 600 to 1,000 notices.	
	ENV188Eand 6x9-1/2" and 9x12" Envelopes	Printed in line with Tax bills Processing and Print billed with Tax Bills; auto insert ENV227E and 6x9-1/2" envelopes, hand-insert into 9x12" envelopes	Processing and billed with Tax Bills; auto insert ENV227E and 6x9-1/2" envelopes, hand-insert into 9x12" envelopes	Annually			8 1/2" x 11"	Simplex & Duplex		Black	No	57,000 (part of Annual Billing)	
T080CA	ENV 188E	ENV 199E		Annually	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black & Red with Black NV Backer; County Logo in full color	No	This is a follow notice to Item 39, as many as 25,000 for one designated month, 500 all other months.	
76R206	ENV 188E	ENV 199E		Monthly	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black & Red with Black NV Backer; County Logo in full color	No	7,000	

/ Tax Mailings

Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Rqrd	Color of Ink Required	Certified Mail (Hand Matched)	Qty	In
(COS - T019CF 9/11)	ENV 188E	ENV 199E		Monthly	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black & Red with Black NV Backer; County Logo in full color	No	This is a notice to new defaulted unsecured taxes sending as many as 6,000 for one designated month, 600 all for other months.	
76U460D	No Variable Data			Upon Request	Perforated*	24 lb	8 1/2" x 11"	Duplex	White	Color Overlay, Non-variable backer in black	No	40,000 yearly	
76U460D	No Variable Data			Upon Request	Perforated*	24 lb	8 1/2" x 11"	Duplex	White	Color Overlay, Non-variable backer in black	No	40,000 yearly	
	ENV 188E	199E		Annually	Perforated*	20 lb	8 1/2" x 11"	Simplex	White	Black	No	10,000	
	ENV 188E	199E		Annually	Perforated*	20 lb	8 1/2" x 11"	Simplex	White	Black	No	10,000	
TBD	ENV 188E	199E		Annually	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black on Color Overlay, Non-variable backer in black	No	50,000	

folded on perforation

ENVELOPE SPECIFICATIONS

	Envelope Number	Mailout Description	Return Description	Window Size	Window Position	Type	Qty per Case
1	Env121E	N/A	#9 Special Open Face Window (no cellophane)	7/8" x 3-3/8"	4-3/8" left, 7/8" bottom	24# White Woven Black 1/1 – front & back	2,500
2	ENV132J	4 1/4" x 9 1/2" Special Poly Window	N/A	1-1/8" x 4-1/4"	3/8" left, 1" bottom	24# White Woven Black 1/1 – front & back	2,500
3	Env141J	N/A	#9 Special Open Face Window (no cellophane)	7/8" x 3-3/8"	4-3/8" left, 7/8" bottom	24# Ivory Woven Black 1/1 – front & back Bar Code (IMB) imprinted at the front bottom of envelope (to reflect TTC's P.O. Box)	2,500
4	Env142J	N/A	#9 Special Open Face Window (no cellophane)	3/4" x 2-3/4"	4-3/8" left, 7/8" bottom	24# Ivory woven Black 1/1 – front & back Bar Code (IMB) imprinted at the front bottom of envelope (to reflect TTC's P.O. Box)	2,500
5	ENV180E	N/A	#9 - No Window	N/A	N/A	24# White Woven with 5 1/2" Green Stripe at top Green 1/1 – front & back	2,500
6	ENV181E	4-1/2" x 9-3/4" Special Poly Window	N/A	1-1/8" x 4-1/4"	3/8" left, 1" bottom	24# White Woven Black 1/1 – front & back	2,500
7	ENV182E	#10 Special Poly Window	N/A	1-1/8" x 4-1/4"	3/8" left, 1" bottom	24# White woven Black 1/1 – front & back	2,500
8	ENV183E	N/A	#9 - No Window	N/A	N/A	24# White Woven with 5 1/2" Orange Stripe at the top Orange 1/1 – front & back Bar Code (IMB) imprinted at the front bottom of envelope (to reflect TTC's P.O. Box)	2,500
9	ENV188E	#10 Special Poly Window	N/A	1-1/8" x 4-1/4"	3/8" left, 1" bottom	24# White Woven Black 1/1 – front & back	2,500
10	ENV199E	N/A	#9 - No Window	N/A	N/A	24# Springhill Blue Woven Black 1/1 – front & back	2,500
11	ENV227E	#10 Special Poly Window	N/A	1-1/8" x 4-1/4"	3/8" left, 1" bottom	24# White Woven Black 1/1 – front & back	2,500

ENVELOPE SPECIFICATIONS

	Envelope Number	Mailout Description	Return Description	Window Size	Window Position	Type	Qty per Case
12	ENV228E	N/A	#9 Special Open Face Window (no cellophane)	7/8" x 3-3/8"	4-3/8" left, 7/8" bottom	24# White Woven with 5 1/2" Turquoise Stripe at the top Bar Code (IMB) imprinted at the front bottom of envelope (to reflect TTC's P.O. Box)	2,500
13	ENV229E	N/A	#9 Special Open Face Window (no cellophane)	7/8" x 3"	4-3/8" left, 7/8" bottom	24# White Woven with 5 1/2" Pink Stripe at the top Bar Code (IMB) imprinted at the front bottom of envelope (to reflect TTC's P.O. Box)	2,500
14	ENV144E	N/A	#10 - No Window	N/A	N/A	24# White Woven Black 1/1 - front & back	2,500
15	LATR0010	Tyvek 9" x 12" No Window	N/A	N/A	N/A	24# White Woven Black - front Bar Code (IMB) imprinted at the front bottom of envelope (to reflect TTC's P.O. Box)	2,500
16	LATM0014	6" x 9-1/2" Window Envelope	N/A	1-1/8" x 4-1/4"	3/8" left, 2-5/8" bottom	24# White Woven Black 1/1 - front & back	2,500
17	LATM0015	10" X 15" Window Envelope	N/A	1-3/4" x 4-1/8"	1/2" left, 10-7/8" bottom	24# White Woven Black 1/1 - front & back	2,500

POSTAGE RECAP REPORT

DATE	MAIL JOB NAME	TOTAL PIECES	POSTAGE RATE	POSTAGE COST

POSTAGE PRE-PAID BY THE TTC: \$ _____

POSTAGE USED FOR JOB: \$ _____

VARIANCE: \$ _____

I certify that this is a true and correct Postage Recap Report.

Contractor's Contract Administrator Signature_____
Date

Contractor shall e-mail to the County a Postage Recap Report or monthly invoice as defined by Subparagraph 5.5.4 of the Contract within three days of the first day of every month. The documents shall be submitted via email to the County's Contract Manager as identified in Exhibit E, County's Administration and shall also be submitted to tcbudget@ttc.lacounty.gov.

EXHIBIT B

PRICING SCHEDULES

ATTACHMENT 1 STANDARD COMPONENT PRICING

ATTACHMENT 2 PRICING SCHEDULE BY MAILING TYPE

PRICING SCHEDULES
ATTACHMENT 1 – STANDARD COMPONENT PRICING

Category	Price Code	Item	Per M Cost	Per Unit Cost	Comment
Variable Data Printing	DP84	Full-Color Print - 8-1/2x11"	\$24.06/M	\$0.02406	Per M Sheets Includes 24# paper, color, perfs
	DP29	Full-Color Print - 8-1/2x14"	\$26.81/M	\$0.02681	Per M Sheets Includes 24# paper, color, perfs
	DP08	Black Ink Printing 8 1/2" X 11"	\$21.64/M	\$0.02164	Per M Sheets Includes 24# paper, perfs
	DP08	Black Ink Printing 8 1/2" X 11"	\$21.64/M	\$0.02164	Per M Sheets Includes 20# paper, perfs
	DP09	Black Ink Printing 8 1/2" X 14"	\$23.61/M	\$0.02361	Per M Sheets Includes 24# paper, perfs
	DP09	Black Ink Printing 8 1/2" X 14"	\$23.61/M	\$0.02361	Per M Sheets Includes 20# paper, perfs
	DP21	Additional Image on Same Sheet 8-1/2x11"	\$14/M	\$0.01400	Per M Images Variable backer only, color or black ink
	DP28	Additional Image on Same Sheet 8-1/2x14"	\$14/M	\$0.01400	Per M Images Variable backer only, color or black ink
	DP13	Non-Variable Backer Form - Black	\$7/M	\$0.00700	Per M Images Static backer only - 11" and 14"
	DP68	Inkjet Full-Color Print - 8-1/2x11" - SHELLS	\$14.06/M	\$0.01406	Per M Sheets Includes 24# paper, color, perfs, 11" Blank Shells
	DP69	Inkjet Full-Color Printing – 8-1/2x14" - SHELLS	\$16.31/M	\$0.01631	Per M Sheets Includes 24# paper, color, perfs, 14" Blank Shells
	DP74	Ink-Jet Full-Color Print - 8-1/2x14" FSC Mix BV-COC-121901	\$0.75M	\$0.00075	Per M Sheets Upcharge for FSC Certification logo
	DP58	Additional Charge for MICR Printing (Checks)	\$11/M	\$0.011	Per M Images to Print in MiCR Ink check printing
Insert Printing	DP17	Insert Printing - 8-1/2x11" 20# - Black Ink	\$16.43/M	\$0.01643	Per M Pieces - Simplex or Duplex Printing 8.5x11, Black Ink, Includes 20 lb. White Paper, Tri-Folding
	DP48	Insert Printing - 8-1/2x14" 20# - Black Ink	\$22.71/M	\$0.02271	Per M Pieces - Simplex or Duplex Printing 8.5x14, Black Ink, Includes 20 lb. White Paper, Tri-Folding
	Description on invoice	Insert - 2 sheets Duplex Printing collated, 8.5x11, Black Ink, Includes 20 lb. White Paper, collated and Half-Folding	\$42.83/M	\$0.04283	M Pieces- 2-Page Duplex Insert, 8.5x11 black ink, white paper, 2.5 Million ordered at one time
	Description on invoice	Insert - 1 sheet Simplex Printing, Color Ink, Includes 20 lb. White Paper and Half- Folding	\$26.50/M	\$0.02650	M Pieces- 1-Page Simplex Insert, 8.5x11color ink, white paper, 2.5 Million ordered at one time

PRICING SCHEDULES
ATTACHMENT 1 – STANDARD COMPONENT PRICING

Category	Price Code	Item	Per M Cost	Per Unit Cost	Comment
Materials	MT05	Colored Paper - Cut Sheet	\$22.05/M	\$0.02205	Per M Sheets - 8-1/2x11" Upcharge
	MT05	Colored Paper - Cut Sheet	\$27.56/M	\$0.02756	Per M Sheets - 8-1/2x14" Upcharge
	Envelope type noted on invoice	Custom #10 Window Envelope - 132J	\$18.22/M	\$0.01822	Per M Envelopes
		Custom #9 Window Envelope - 141J	\$15.62/M	\$0.01562	Per M Envelopes
		Custom #10 Window Envelope - 181E	\$18.22/M	\$0.01822	Per M Envelopes
		Custom #10 Window Envelope - 182E	\$18.22/M	\$0.01822	Per M Envelopes
		Custom #10 Window Envelope - 188E	\$18.22/M	\$0.01822	Per M Envelopes
		Custom #10 Window Envelope - 227E	\$25.32/M	\$0.02532	Per M Envelopes
		Custom #9 Window Envelope - 121E	\$19.33/M	\$0.01933	Per M Envelopes
		Custom #9 Window Envelope - 183E	\$15.51/M	\$0.01551	Per M Envelopes
		Custom #9 Window Envelope - 229E	\$19.33/M	\$0.01933	Per M Envelopes
		Custom #9 Window Envelope - 142J	\$19.33/M	\$0.01933	Per M Envelopes
		Custom #9 Window Envelope - 180E	\$19.33/M	\$0.01933	Per M Envelopes
		Custom #9 Window Envelope - 199E	\$19.33/M	\$0.01933	Per M Envelopes
		Custom #9 Window Envelope - 228E	\$19.33/M	\$0.01933	Per M Envelopes
		Custom #10 No Window Envelope – 144E	\$18.22/M	\$0.01822	Per M Envelopes
		Tyvek 9x12" Envelope	\$1,201.73/M	\$1.20173	Per M Envelopes
		Custom 6x9-1/2" Window Envelope	\$23.75/M	\$0.02375	Per M Envelopes
		Custom 10x15" Window Envelope	\$207.61/M	\$0.20761	Per M Envelopes
Processing Services	DS08	NCOA Processing	\$7.00/M	\$0.0070	Per M Address Records Processed - assumes Vendor pulls the names and addresses from the print files and generates a file to be returned in a custom format
	PR01	Programming	\$145/Hr	\$145	Per hour - for changes after jobs in original contract are converted to production
	DS19	Data Processing	\$6/M	\$0.0060	Per M Images - for print-ready documents
	DS02	Data Processing/Document Composition	\$15/M	\$0.01500	Per M Images - for raw data
	ES13	PDF Conversion, Indexing and Online Presentment	\$10/M	\$0.01000	Per M Images - Online archival and presentment of PDFs
	ES05	CD/DVD - Original CD/DVs	\$75/E	\$75.00	each CD ROM

PRICING SCHEDULES
ATTACHMENT 1 – STANDARD COMPONENT PRICING

Category	Price Code	Item	Per M Cost	Per Unit Cost	Comment
Mailing Services	MM03	Automated Inserting	\$25/M	\$0.02500	Per M Mail Pieces - includes fold, insert, seal & meter for #10 envelopes
	MM27	Automated Inserting - Multis	\$50/M	\$0.050	Per M Mail Pieces - includes fold, insert, seal & meter for 6x9-1/2" envelopes
	MM09	Additional Inserts - Per Insert	\$3.30/M	\$0.00330	Per M Mail Pieces - Inserting of Additional Enclosures Per M Pieces - up to six inserts
	MM11	Zipsort:1st Class Presort/Direct to USPS	\$12/M	\$0.01200	Per M Mail Pieces - First Class Presorting with direct delivery to the USPS
	OM05	Off-Line Fold	\$5/M	\$0.005	Per M Sheets - machine folding of flat materials
	MM14	Custom Inserting	\$0.28/E	\$0.28000	Per piece. - manual processing of mail - for non-CASS mail, 9x12" and 10x15" envelopes, and other as required
	MM15	Custom Inserting-Special Handling	\$0.55/E	\$0.55000	Per piece - hand matching of printed items with variable data
	MM43	Special Handling - Certified Mail - #10s	\$1.10/E	\$1.10000	Per piece - Certified Mail includes services, reporting and envelope
	MM45	Special Handling - Registered Mail	\$1.40/E	\$1.40000	Per piece - Preparing each Registered or International Reg Mail Piece
	MM50	Custom Inserting - Certified	\$1.40/E	\$1.40000	Per piece - preparing each Green Card Piece
	MM40	Metering	\$30/M	\$0.03000	Per M Pieces - Manually apply postage meter to packages
	MM51	Custom Inserting - Foreign Mail	\$25.00/Hr	\$25.00000	Per hour - Foreign Mail
Additional Charges	PD02	Pickups/Deliveries - Los Angeles	\$250/E	\$250	Per Delivery - Downtown LA - Delivery Charge including; but not limited to, Items 13, 17, 21, 26, & 27
	PD09	Express Delivery Charges	By Quote	By Quote	Shipping via Express Delivery. Will never exceed \$60 per package.
	PD10	Handling	\$2.50/E	\$2.50000	Per Express Delivery package- Vendor Handling.

PRICING SCHEDULES
ATTACHMENT 2 - PRICING SCHEDULE BY MAILING TYPE

UNIT COST																				
Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty	Form	Mailout Env	Return Env 1	Return Env 2	Ins 1	Ins 2	Other	Description
N/A	ENV-182E	ENV 183E	ENV 141J	Daily		20lb	8 1/2" x 11"	Simplex	White	Black	No	450 per month	0.04928	0.06182	0.01551	0.01562	0.00000	0.00000	0.01000	P
N/A	ENV-182E	ENV 183E		Daily	Perforated*	20lb	8 1/2" x 11"	Simplex	White	Black	No	80 Per Month	0.02764	0.05852	0.01551	0.00000		0.00000	0.01000	P
6J6J550	ENV 132J	ENV 229E	ENV 229E	Weekly	Perforated*	24lb	8 1/2" x 14"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	1,000	0.03981	0.06842	0.01933	0.01933		0.00000	0.01000	P
6J6J550	No variable data			Weekly		20lb	8 1/2" x 11"	Duplex	White	Black	No	1,000	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000	
6J6J550	No variable data			Weekly		20lb	8 1/2" x 11"	Simplex	Goldenrod	Black	No	250	0.00000	0.00000	Secured	0.00000	0.00000	0.02165	0.00000	
6S340	ENV 132J	ENV 229E	ENV 229E	Weekly	Perforated*	24lb	8 1/2" x 14"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	2,500	0.03981	0.06512	0.01933	0.01933		0.00000	0.01000	P
6S340	No Variable Data			Weekly		20lb	8 1/2" x 11"	Duplex	White	Black	No	2,500	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000	
6U502	ENV 132J	ENV 229E	ENV 229E	Weekly	Perforated*	24lb	8 1/2" x 14"	Simplex	White	Black on Color Overlay	No	600	0.03981	0.06512	0.01933	0.01933	0.00000	0.00000	0.01000	P
6U502	No variable data			Weekly		20lb	8 1/2" x 11"	Duplex	White	Black	No	600	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000	
6A550	6x9-1/2" Envelope	ENV 141J	ENV 141J	Annually	Perforated*	24lb	8 1/2" x 14"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	1,700,000	0.03981	0.07395	0.01562	0.01562	0.00000	0.00000	0.01000	P
	No variable data			Annually		20lb	8-1/2" x 11"	Simplex	White	Color	No	2,500,000	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000	
	No variable data			Annually		20lb	8 1/2" x 11"	Duplex - two sheets	White	Black	No	2,500,000	0.04283	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	
6C494P	6x9-1/2" Envelope			Annually	Perforated*	24lb	8 1/2" x 14"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	720,000	0.03981	0.06735	0.00000	0.00000	0.00000	0.00000	0.01000	P

PRICING SCHEDULES

ATTACHMENT 2 - PRICING SCHEDULE BY MAILING TYPE

UNIT COST																				
Form Number	Mailout Env	Return Env 1	Return Env 2	Ins 1	Ins 2	Other	Des	Qty	Certified Mail (Hand Matched)	Color of Paper Required	Color of Ink Required	Simplex or Duplex	Weight of Paper	Paper Size	Forms	Frequency	Return Env 1	Return Env 2	Mailout Env	Form Number
6S983	No variable data			0.00000	0.00000	0.01940		20,000	N/A	Yellow	Black	Duplex	20lb	8 1/2" x 11"	Tri-fold	Annually				
	ENV-144E	TTC internal use		0.00000	0.00000	0.01933	Env	50,000	N/A							Upon Request Assumes total amount purchased upfront upon request				

in the Sales Tax column to indicate if sales tax is applicable.

PRICING SCHEDULES
ATTACHMENT 2 - PRICING SCHEDULE BY MAILING TYPE

y Tax Mailings													UNIT COST						
Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty	Form	Mailout Env	Return Env 1	Return Env 2	Ins 1	Ins 2	Other
6C157B	ENV-182E	ENV 142J		Weekly	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	3,000	0.03706	0.06182	0.01933	0.00000	0.00000	0.00000	0.01000
6C157B	No variable data			Weekly		20lb	8 1/2" x 11"	Duplex	White	Black	No	200	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000
6C157B	No variable data			Weekly	Perforated*	20lb	8 1/2" x 11"	Duplex	Pink	Black	No	40,000 annually	0.00000	0.00000	0.00000	0.00000	0.00000	0.01940	0.00000
	No variable Data			Upon Request		20lb	8 1/2" x 11"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	196,000	0.00700	0.00000	0.00000	0.00000	0.00000	0.00000	0.01406
6C157B	No variable data			Annually	Tri-Fold	20lb	8 1/2" x 11"	Duplex	Pink	Black	No	30,000	0.00000	0.00000	0.00000	0.00000	0.00000	0.01940	0.00000
6C157B	ENV-182E	ENV 142J		Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black on Color Overlay, Non-variable backer in black	No	110,000	0.03706	0.06182	0.01933	0.00000	0.00000	0.00000	0.01000
N/A	Print and deliver to TTC			Annually		20lb	8 1/2" x 11"	Simplex	White	Black	No	110,000	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000
N/A	Print and deliver to TTC			Monthly		20lb	8 1/2" x 11"	Simplex	White	Black	No	300	0.02764	0.00000	0.00000	0.00000	0.00000	0.00000	0.01000
N/A	Print and deliver to TTC			Monthly		20lb	8 1/2" x 11"	Simplex	White	Black	No	300	0.02764	0.00000	0.00000	0.00000	0.00000	0.00000	0.01000
N/A	ENV 181	ENV 180E		Annually		20lb	8 1/2" x 11"	Duplex	White	Black & Red Non-variable backer in black	No	2,500	0.03706	0.06842	0.01933	0.00000	0.00000	0.00000	0.01000
N/A	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	Light Blue	Black	No	2,500	0.00000	0.00000	0.00000	0.00000	0.00000	0.01940	0.00000
N/A	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	No	2,500	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000
N/A				Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red, Non-variable backer in black	No	2,500	0.03706	0.00000	0.00000	0.00000	0.00000	0.00000	0.01000

PRICING SCHEDULES
ATTACHMENT 2 - PRICING SCHEDULE BY MAILING TYPE

y Tax Mailings													UNIT COST						
Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty	Form	Mailout Env	Return Env 1	Return Env 2	Ins 1	Ins 2	Other
N/A	ENV 181	ENV 180E		Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red , Non-variable backer in black	Yes	5,000	0.07412	1.15642	0.01933	0.01933	0.00000	0.00000	0.02000
N/A	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	Light Blue	Black	Yes	5,000	0.00000	0.00000	0.00000	0.00000	0.00000	0.01940	0.00000
N/A	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	Yes	5,000	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000
N/A	ENV 181	ENV 180E		Annually		24lb	8 1/2" x 11"	Duplex	White	Black & Red on Color Overlay, Non Variable backer in black	Yes	3,500	0.07412	1.11320	0.01933	0.01933	0.00000	0.00000	0.02000
N/A	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	Light Blue	Black	Yes	3,500	0.00000	0.00000	0.00000	0.00000	0.00000	0.01940	0.00000
N/A	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	Yes	3,500	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000
N/A	ENV 181	ENV 180E		Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red, Non-variable backer in black	Yes	800	0.07412	1.10660	0.01933	0.01933	0.00000	0.02000	0.00000
N/A	ENV 181	ENV 180E		Annually	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black & Red, Non-variable backer in black	Yes	10	0.07412	1.10990	0.01933	0.00000	0.00000	0.00000	0.02000
N/A	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	Light Blue	Black	Yes	10	0.00000	0.00000	0.00000	0.00000	0.00000	0.01940	0.00000
N/A	No variable data			Annually	Yes	20lb	8 1/2" x 11"	Simplex	White	Black	Yes	10	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000
N/A	Print and Return to TTC			Annually		20lb	8 1/2" x 11"	Simplex	White	Black	No	4,000	0.05528	0.00000	0.00000	0.00000	0.00000	0.00000	0.01000

PRICING SCHEDULES

ATTACHMENT 2 - PRICING SCHEDULE BY MAILING TYPE

y Tax Mailings													UNIT COST						
Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty	Form	Mailout Env	Return Env 1	Return Env 2	Ins 1	Ins 2	Other
N/A	ENV 181	ENV 180E		1 X Per Year	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black with NV Backer	Yes	20,000	0.06928	1.12830	0.01933	0.00000	0.00000	0.00000	0.02000
N/A	ENV 181	ENV 180E		1 X Per Year	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black with NV Backer	Yes	50,000	0.06928	1.12830	0.01933	0.00000	0.00000	0.00000	0.02000
N/A	ENV 181	ENV 180E		1 X Per Year	Perforated*	24lb	8 1/2" x 11"	Duplex	White	Black with NV Backer	Yes	5,000	0.06928	1.12830	0.01933	0.00000	0.00000	0.00000	0.02000
N/A	ENV 181	ENV 180E		3 X Per Year		20lb	8 1/2" x 11"	Simplex	White	Black	Yes	14000 This number is an average of the 3 auctions	0.06928	1.12830	0.01933	0.00000	0.00000	0.00000	0.02000
N/A	No variable data			3 X Per Year		20lb	8 1/2" x 14"	Simplex	White	Black	Yes	14000 This number is an average of the 3 auctions	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.02271
N/A	No variable data			3 X Per Year		20lb	8 1/2" x 14"	Duplex	White	Black	Yes	14000 This number is an average of the 3 auctions	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.02271
N/A	No variable data			3 X Per Year		20lb	8 1/2" x 14"	Duplex	White	Black	Yes	14000 This number is an average of the 3 auctions	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.02271
N/A	No variable data			3 X Per Year		20lb	8 1/2" x 14"	Duplex	White	Black	Yes	14000 This number is an average of the 3 auctions	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.02271
N/A	Certified Enve	9 1/2" x 12 5/8" - Tyvek	Collate and return flat with inserts to TTC	Upon Request	Certified Mailer	20lb	8 1/2" x 11	Simplex	White	Black	Yes	500	0.05528	1.66980	1.20173	0.00000	0.00000	0.00000	0.02000
N/A	Variable Data	Collate with 21 and Deliver to TTC		Upon Request		20lb	8 1/2" x 11	Simplex	White	Black	Yes	500	0.02764	0.00000	0.00000	0.00000	0.00000	0.00000	0.01000
N/A	Variable Data	Collate with 21 and Deliver to TTC		Upon Request		20lb	8 1/2" x 11	Simplex	White	Black	Yes	500	0.02764	0.00000	0.00000	0.00000	0.00000	0.00000	0.01000

PRICING SCHEDULES
ATTACHMENT 2 - PRICING SCHEDULE BY MAILING TYPE

y Tax Mailings													UNIT COST						
Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty	Form	Mailout Env	Return Env 1	Return Env 2	Ins 1	Ins 2	Other
N/A	Variable Data	Collate with 21 and Deliver to TTC		Upon Request		20lb	8 1/2" x 11	Simplex	White	Black	Yes	500	0.04164	0.00000	0.00000	0.00000	0.00000	0.01643	0.01000
N/A	Variable Data	Print and Deliver to TTC		Upon Request		20lb	8 1/2" x 11	Simplex	White	Black	Yes	500	0.02764	0.50000	0.00000	0.00000	0.00000	0.00000	0.01000
N/A	Variable Data	Collate and return flat with inserts to TTC		Annually	N/A	24 lb	8 1/2" x 14"	Simplex	White	Black	No	600	0.09243	0.28000	0.00000	0.00000	0.00000	0.00000	0.02000
N/A	Variable Data	Collate with 41 and Deliver to TTC		Annually	N/A	24 lb	8 1/2" x 14"	Simplex	White	Black	N/A	600	0.05362	0.00000	0.00000	0.00000	0.00000	0.00000	0.01000
N/A	Variable data	Collate with 41 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	Pink	Black	No	600	0.00000	0.00000	0.00000	0.00000	0.00000	0.01940	0.00000
N/A	Variable Data	Collate with 41 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Duplex	White	Black with NV Backer	No	600	0.04764	0.00000	0.00000	0.00000	0.00000	0.00000	0.02000
N/A	Variable Data	Collate and return flat with inserts to TTC		Annually	N/A	20lb	8 1/2" x 11	Duplex	Pink	Black	No	600	0.06369	0.28000	0.00000	0.00000	0.00000	0.00000	0.01000
N/A	No variable Data	Collate with 42 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	Goldenrod	Black	No	600	0.00000	0.00000	0.00000	0.00000	0.00000	0.02165	0.00000
N/A	No variable Data	Collate with 42 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	Pink	Black	No	600	0.00000	0.00000	0.00000	0.00000	0.00000	0.01940	0.00000
N/A	No variable Data	Collate with 42 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	White	Black	No	600	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000
N/A	No variable Data	Collate with 42 and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	White	Black	No	600	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000
N/A	Variable Data	Print and Deliver to TTC		Annually	N/A	20lb	8 1/2" x 11	Simplex	White	Black	No	600	0.03464	0.00000	0.00000	0.00000	0.00000	0.00000	0.01000

PRICING SCHEDULES
ATTACHMENT 2 - PRICING SCHEDULE BY MAILING TYPE

y Tax Mailings													UNIT COST							
Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty	Form	Mailout Env	Return Env 1	Return Env 2	Ins 1	Ins 2	Other	De C
6C157B	ENV-182E	ENV 142J		Annually	Perforated*	24lb	8 1/2" x 11	Simplex	White	Black on Color Overlay, Non-variable backer in black	No	1,500	0.05106	0.06182	0.01933	0.00000	0.00000	0.00000	0.01000	
6C157B	No variable data			Annually		20lb	8 1/2" x 11	Simplex	White	Black	No	600	0.00000	0.00000	0.00000	0.00000	0.00000	0.01643	0.00000	

Sales Tax column to indicate if sales tax is applicable.

PRICING SCHEDULES
ATTACHMENT 2 - PRICING SCHEDULE BY MAILING TYPE

UNIT COST																				
Mailings																				
Form Number	Mailout Env	Return Env 1	Return Env 2	Frequency	Forms	Weight of Paper	Paper Size	Simplex or Duplex	Color of Paper Required	Color of Ink Required	Certified Mail (Hand Matched)	Qty	Form	Mailout Env	Return Env 1	Return Env 2	Ins 1	Ins 2	Other	Description of Other
76R206	ENV 188E	ENV 199E		Monthly	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black & Red with Black NV Backer; County Logo in full color	No	7,000	0.03006	0.05852	0.01933	0.00000	0.00000	0.00000	0.01000	PDF
(COS T019CF 9/11)	ENV 188E	ENV 199E		Monthly	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black & Red with Black NV Backer; County Logo in full color	No	This is a notice to new defaulted unsecured taxes sending as many as 6000 for one designated month, 600 for all other months	0.03006	0.05852	0.01933	0.00000	0.00000	0.00000	0.01000	PDF
76U460D	No Variable Data			Upon Request	Perforated*	24 lb	8 1/2" x 11"	Duplex	White	Color Overlay, Non-variable backer in black	No	40,000 Yearly	0.00700	0.00000	0.00000	0.00000	0.00000	0.00000	0.01406	Shell
76U460D	No Variable Data			Upon Request	Perforated*	24 lb	8 1/2" x 11"	Duplex	White	Color Overlay, Non-variable backer in black	No	40,000 Yearly	0.00600	0.00000	0.00000	0.00000	0.00000	0.00000	0.01406	Shell
	ENV 188E	199E		Annually	Perforated*	20 lb	8 1/2" x 11"	Simplex	White	Black	No	10,000	0.02764	0.05852	0.01933	0.00000	0.00000	0.00000	0.01000	PDF
	ENV 188E	199E		Annually	Perforated*	20 lb	8 1/2" x 11"	Simplex	White	Black	No	10,000	0.02764	0.05852	0.00000	0.00000	0.00000	0.00000	0.01000	PDF
TBD	ENV 188E	199E		Annually	Perforated*	24 lb	8 1/2" x 11"	Simplex	White	Black on Color Overlay, Non-variable backer in black	No	50,000	0.03006	0.05852	0.01933	0.00000	0.00000	0.00000	0.01000	PDF

The Sales Tax column to indicate if sales tax is applicable.

EXHIBIT C

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS

FOR

PRINTING, SORTING, AND MAILING SERVICES

TECHNICAL EXHIBITS

- 1 Contract Discrepancy Report
- 2 Performance Requirements Summary (PRS) Chart
- 3 Sample Invoice

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT**

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY or PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 5.5 Invoices and Payments	Provide complete and accurate invoices	Review of documents	\$300 per incident of non-compliance
Subparagraph 7.7 Background and Security Investigations	Employee Background Checks	Complaints, spot checks of assigned personnel	\$500 per incident of non-compliance
Subparagraph 7.8 Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC within three working days of the start of work	Review of reports; Complaints	\$100 per day per employee when form not signed
	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC within three working days of the start of work	Review of reports; Complaints	\$1,000 per unauthorized release of information
Subparagraphs 8.24 and 8.25 Insurance	Maintain required insurance policies	Receipt and review of insurance information	\$100 per day for non-renewal of policy after expiration; \$100 per day for failure to maintain coverage; Contract may also be terminated at the TTC's option
Subparagraph 8.38 Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Paragraph 8.38	Inspection of files	\$50 per occurrence; upon notification of incomplete/missing records, and/or failure to provide Financial Statements. \$500 per occurrence if not received within 48 hours
Subparagraph 8.38.5 Financial Statements	Provide required financial statements according to schedule	Review of reports	\$50 per each day that report is late. Incomplete/inaccurate reports submitted will be considered late
Subparagraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	Inspection & Observation	\$500 per occurrence for failure to obtain County's written approval or possible termination for breach of contract

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 3.2 Printing	Visible mailing address in mail outs	No USPS returns as undeliverable	Reimburse the TTC for postage and cost of assembly/mailing each item
Subparagraph 3.6 Damaged Mail	Accurate tracking and reporting of damaged and/or spoilage of mail	The Contractor tracking/reporting	Reimburse the TTC for postage of damaged and/or spoilage of mail; \$500 per occurrence for failure to properly track and report damage and/or spoilage
	Protect against damage due to fire, water theft or other catastrophe	The Contractor tracking/reporting	Reimburse the TTC for associated costs to reconstruct mailing
Subparagraph 3.9.5 Certified Mail Subparagraph 6.7.1.4 Postage	Apply appropriate postage	No USPS returns for insufficient postage; Contractor reports.	Reimburse the TTC for insufficient or overage amount plus item construction costs
Subparagraph 3.1 General Subparagraph 3.5 Presorting, Barcoding, Mailing, and Forwarding Subparagraph 12.2 Contract Discrepancy Report	Meet minimum daily outgoing tax bill mailing volume/mailling completed by deadlines	The Contractor tracking/reporting	Corrective Action Plan and/or \$500 for each day minimum volume is not met
Subparagraph 3.9 Certified Mail	Secured Property required notices are mailed Certified/Registered Mail	The TTC and the Contractor monitoring/reporting each addressee item	1st Instance: \$1,000 and any and all actual damages including, but not limited to, postage and the cost to reconstruct the mailing. 2nd Instance: Subject to Contract Termination

STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Subparagraph 4.1.2 Postage Recap Reports Subparagraph 12.2 Contract Discrepancy Report	Provide the TTC with required reports	Receipt of reports, report log-in	Corrective Action Plan and/or \$50 per day, per late report. \$50 per day, per incomplete/inaccurate report
Paragraph 6.0 Administration of Contract - Contractor	Contractor shall notify the County in writing of any change in name or address of the Contract Manager within 5 days of change in name of address of Contract Manager; as applicable with resume	Inspection & Observation & Complaints	\$100 per day that notification is late from the date such notification was due
Subparagraph 10.2 Test Run Subparagraph 12.2 Contract Discrepancy Report	Documents folded according to the TTC'S instructions and without damage	The TTC and the Contractor reporting/monitoring	Corrective Action Plan
Subparagraph 12.1 Quality Control Meetings	Contractor's representative to attend various meetings	Attendance	\$50.00 per no show and/or more than one rescheduled meeting

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 3
SAMPLE INVOICE**

Company Name
Company Address
City, State, Zip Code
Phone (XXX) XXX-XXXX

Department Name (TTC)
Department Address
ATTN: XXXXXXXXXXXXXXXX

Job Description – XXXXXXXXXX
Job ID # - XXXXX
TAX ID # - XXXXXXXXXX
Date or Dates of Service

INVOICE DATE
INVOICE NUMBER
TERMS
CUSTOMER ID
VENDOR ID
ORDER #
ACCOUNT REP.

DESCRIPTION	QUANTITY	Unit Cost	Total
Services Provided	1 LOT	XXX	\$XXX,XXX.XX
TOTAL			\$XXX,XXX.XX

Account Numbers
(Service)
Email contact for billing

CONTRACTOR'S EEO CERTIFICATION

Financial Statement Services, Inc.

Contractor Name

3300 South Fairview Street, Santa Ana CA 92704

Address

33-0032400

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Jennifer P.W. Dietz, President

Authorized Official's Printed Name and Title



Authorized Official's Signature

9-22-2020

Date

Exhibits to Contract

Printing, Sorting, and Mailing Services
January 2021

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S CONTRACT ADMINISTRATOR:

Name: Deondria Barajas
Title: Assistant Treasurer and Tax Collector
Address: 225 North Hill Street, Room 100
Los Angeles, CA 90012
Telephone: (213) 974-2077
Facsimile: (213) 680-3633
Email Address: dbarajas@ttc.lacounty.gov

COUNTY'S CONTRACT MANAGER:

Name: Benjamin Effinger
Title: Operations Chief
Address: 225 North Hill Street, Room 115
Los Angeles, CA 90012
Telephone: (213) 893-0703
Facsimile: (213) 620-7948
Email Address: beffinger@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):

Name: Matthew Der
Title: Departmental Chief Information Officer
Address: 500 West Temple Street, Rm 409
Los Angeles, CA 90012
Telephone: (213) 974-7618
Facsimile: (213) 217-4974
Email Address: mders@ttc.lacounty.gov

COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

Name: David Cicero
Title: Departmental Information Security Officer I
Address: 500 West Temple Street, Rm 409
Los Angeles, CA 90012
Telephone: (213) 974-2149
Facsimile: (213) 217-4974
Email Address: dcicero@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Financial Statement Services, Inc.

CONTRACT NO: _____

CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: Richard M. O'Neil
Title: Senior Relationship Manager
Address: 3300 South Fairview Street
Santa Ana, CA 92704
Telephone: (714) 436-3318
Facsimile: (714) 436-3396
Email Address: DickONeil@fssi-ca.com

CONTRACTOR'S CONTRACT MANAGER:

Name: Marilyn Mills
Title: Senior Relationship Manager
Address: 3300 South Fairview Street
Santa Ana, CA 92704
Telephone: (714) 436-3306
Facsimile: (714) 436-3396
Email Address: MarilynMills@fssi-ca.com

CONTRACTOR'S FINANCIAL MANAGER

Name: Jennifer P.W. Dietz
Title: President
Address: 3300 South Fairview Street
Santa Ana, CA 92704
Telephone: (714) 436-3314
Facsimile: (714) 436-3827
Email Address: jenniferdietz@fssi-ca.com

Exhibits to Contract

Printing, Sorting, and Mailing Services
January 2021

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Jennifer P.W. Dietz
Title: President
Address: 3300 South Fairview Street
Santa Ana, CA 92704
Telephone: (714) 436-3314
Facsimile: (714) 436-3827
Email Address: jenniferdietz@fssi-ca.com

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
Email Address: _____

Notices to Contractor shall be sent to the following:

Name: Jennifer P.W. Dietz
Title: President
Address: 3300 South Fairview Street
Santa Ana, CA 92704
Telephone: (714) 436-3314
Facsimile: (714) 436-3827
Email Address: jenniferdietz@fssi-ca.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibits to Contract

Printing, Sorting, and Mailing Services
January 2021

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

Exhibits to Contract

Printing, Sorting, and Mailing Services
January 2021

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

Exhibits to Contract

Printing, Sorting, and Mailing Services
January 2021

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Exhibits to Contract

Printing, Sorting, and Mailing Services
January 2021

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Exhibits to Contract

Printing, Sorting, and Mailing Services
January 2021

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.

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.

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

www.babysafela.org

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?

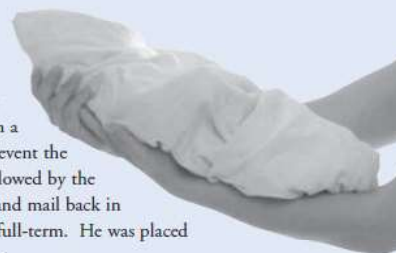
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

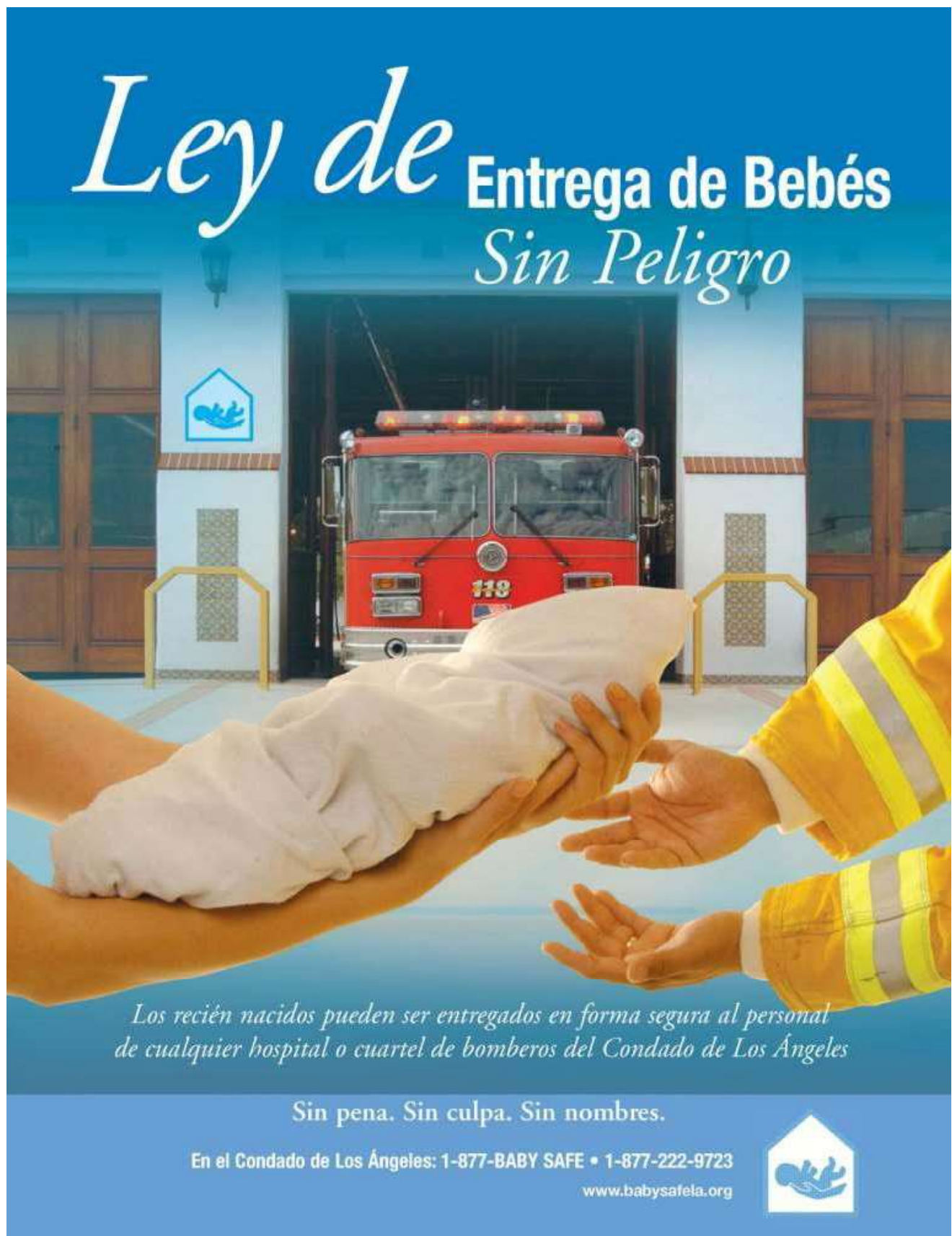
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.




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



Exhibits to Contract

Printing, Sorting, and Mailing Services
January 2021

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.

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

www.babysafela.org

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo 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.



Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to [California Revenue and Taxation Code section 3436](#); or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to [California Revenue and Taxation Code section 2922](#); except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

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G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:

Title 2 ADMINISTRATION
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1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

Exhibits to Contract

Printing, Sorting, and Mailing Services
January 2021

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to [Section 2.206.060.A.14](#) of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/28/2020	
BOARD MEETING	11/24/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$3,748,000 (all funds) (savings) \$3,148,000 (NCC) (savings)	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist)	<ol style="list-style-type: none"> 1. Add three (3) unclassified classifications: <ul style="list-style-type: none"> Executive Director, Alternatives to Incarceration Initiative (UC) (0847) Executive Director, Racial Equity (UC) (0848) Executive Director, Youth Commission (UC) (1040) 2. Add five (5) new classifications: <ul style="list-style-type: none"> Public Information Associate (1607) Public Information Manager (1610) Public Information Specialist (1608) Senior Public Information Specialist (1609) Member, Youth Commission (9454) 3. Delete one (1) non-represented classification: <ul style="list-style-type: none"> Chief, Facilities Support Division, Museum of Art (8517) 4. Delete 11 represented classifications: <ul style="list-style-type: none"> Bindery Equipment Operator (7555) Bindery Worker II (7554) Communications Tower and Line Helper (7816) Head Medical Stenographer (2187) Medical Records Technician II (1401) Parking Lot Sweeper Operator (6757) Senior Communications Tower and Line Worker (7820) Supervising Business Equipment Technician, Sheriff (6931) Urology Technician I (5613) Urology Technician II (5614) Witness Coordinator I (1157) 5. Title change of two (2) represented classifications: <ul style="list-style-type: none"> Head, Forensic Photographic and Support Services (7089) to Head, Forensic Autopsy Support Services Library Aid (8325) to Library Associate 6. Make a technical correction of an effective salary date: <ul style="list-style-type: none"> Ocean Lifeguard Candidate (2922) from July 21, 2020 to July 1, 2020 7. Reclassification of 145 positions in the Departments of Child Support Services, County Counsel, Fire, Health Services, Internal Services, LA County Library, Parks and Recreation, and Sheriff. 8. Addition of one new salary note (27MO) to accurately reflect the application of the Sustainability half-step to three (3) non-represented job classifications: <ul style="list-style-type: none"> Financial Specialist II (0748) Financial Specialist III (0749) Financial Specialist IV (0750) 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Irish Wong, Principal Analyst (213) 893-7818, iwong@ceo.lacounty.gov Bany Rojas, Senior Analyst (213) 974-1772, brojas@ceo.lacounty.gov Derek Mann, Senior Analyst (213) 974-1254, dmann@ceo.lacounty.gov Arthur Young, Principal Analyst (213) 974-1323, ayoung@ceo.lacounty.gov Aaron Palacios, Senior Analyst (213) 974-0512, apalacios@ceo.lacounty.gov Brenda Doyle, Clinical Nursing Director II (functioning as ICHS COO), (213) 893-5313, brdoyle@dhs.lacounty.gov 	



CEO November 24, 2020 General Reclass Board Letter Summary

CEO Classification Contact Information:

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

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

Derek Mann, Senior Analyst (213) 974-1254, dmann@ceo.lacounty.gov

CEO: Arthur Young, Principal Analyst (213) 974-1323, ayoung@ceo.lacounty.gov

Aaron Palacios, Senior Analyst (213) 974-0512, apalacios@ceo.lacounty.gov

DHS: Brenda Doyle, Clinical Nursing Director II (functioning as ICHS COO), (213) 893-5313, brdoyle@dhs.lacounty.gov

This Board Letter includes:

1. Add three (3) unclassified classifications:

Chief Executive Office:

- Executive Director, Alternatives to Incarceration Initiative (UC) (0847) (R17 \$15,095.34 - \$18,971.68 - \$22,848.02): As a result of a March 10, 2020 Board motion by Supervisors Kuehl and Ridley-Thomas, this classification is being established to implement the Board-approved ATI strategies. The single position classification's primary objective will be reforming the County's criminal justice systems, reducing recidivism, and enhancing the safety of the community.
- Executive Director, Racial Equity (UC) (0848) (R17 \$15,095.34 - \$18,971.68 - \$22,848.02): As a result of a July 21, 2020 Board motion by Supervisor Ridley-Thomas, this classification is being established to oversee the coordination and implementation of the County's Anti-Racism Agenda/Race Equity Action Plan.

Board of Supervisors:

- Executive Director, Youth Commission (UC) (1040) (R10 \$9,098.82 - \$11,435.32 - \$13,771.81): As a result of an April 16, 2019 Board motion by Supervisors Hahn and Kuehl, this classification is being established to provide specialized executive staff and technical support to carry out the functions of the Los Angeles County Youth Commission.

2. Add five (5) new classifications:

As a result of the countywide public information occupational study, we recommend the creation of four (4) new classes, as follows, in order to consolidate countywide classes performing public information work:

- Public Information Associate (1607) (NM 91J \$5,038.91 - \$6,608.45)
- Public Information Specialist (1608) (NM 100J \$6,431.82 - \$8,435.09)
- Senior Public Information Specialist (1609) (NM 104J \$7,168.36 - \$9,402.00)
- Public Information Manager (1610) (S13 \$11,303.54 - \$14,206.17 - \$17,108.80)

Board of Supervisors:

- Member, Youth Commission (9454) (\$150 per meeting): This new classification is being established to provide analysis and policy recommendations to the Board and departments regarding policies, agency budgets, budgetary processes, programs, and practices that impact children, youth, their families, and communities in collaboration with the Los Angeles County Youth Commission.

3. Delete one (1) non-represented classification:

- Chief, Facilities Support Division, Museum of Art (8517)

4. Delete 11 represented classifications:

- Bindery Equipment Operator (7555)
- Bindery Worker II (7554)



CEO November 24, 2020 General Reclass Board Letter Summary

- Communications Tower and Line Helper (7816)
 - Head Medical Stenographer (2187)
 - Medical Records Technician II (1401)
 - Parking Lot Sweeper Operator (6757)
 - Senior Communications Tower and Line Worker (7820)
 - Supervising Business Equipment Technician, Sheriff (6931)
 - Urology Technician I (5613)
 - Urology Technician II (5614)
 - Witness Coordinator I (1157)
5. Title change of two (2) represented classifications:
- Head, Forensic Photographic and Support Services (7089) to Head, Forensic Autopsy Support Services
 - Library Aid (8325) to Library Associate
6. Technical correction of an effective salary date:
- Ocean Lifeguard Candidate (2922) from July 21, 2020 to July 1, 2020
7. Reclassification of 145 positions in the Departments of Child Support Services, County Counsel, Fire, Health Services, Internal Services, LA County Library, Parks and Recreation, and Sheriff.
- Additional information regarding the 109 reclassifications within DHS – Integrated Correctional Health Services (ICHS):
- The reclassifications represent part two of a three-phase reorganizational effort.
 - Phase three will continue to focus on the clinical care model, and any necessary clinical, administrative, and IT support needed to help realize ICHS's new organizational structure.
 - CEO Classification will continue to work with the department and the union to develop, implement, and operationalize a new clinical care model in the jails.
8. Addition of one new salary note (27MO) to accurately reflect the application of the Sustainability half-step to three (3) non-represented job classifications:
- Financial Specialist II (0748)
 - Financial Specialist III (0749)
 - Financial Specialist IV (0750)

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FESIA A. DAVENPORT
Acting Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

November 24, 2020

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION ACTIONS (ALL DISTRICTS - 3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of classes of positions and the departmental staffing provisions by adding three (3) unclassified classifications and five (5) new classifications; by deleting one (1) non-represented classification and 11 represented classifications; by changing the title of two (2) represented classifications; by amending a compensation provision; by making a technical correction; and by reclassifying positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add three (3) unclassified classifications and five (5) new classifications; to delete one (1) non-represented and 11 represented classifications; to change the title of two (2) represented classifications; to amend a compensation provision related to sustainability adjustments; to make a technical correction of an effective salary date; and to reclassify 145 positions in the Departments of Child Support Services, County Counsel, Fire, Health Services, Internal Services, LA County Library, Parks and Recreation, and Sheriff. The deletion of 11 represented classifications and title change of two (2) represented classifications have been approved by the Employee Relations Commission (ERCOM).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

"To Enrich Lives Through Effective And Caring Service"

These recommendations will ensure the proper classification and compensation of positions based upon the duties and responsibilities assigned to these jobs and as performed by the incumbents (Attachments A and B). This is a primary goal of the County's classification and compensation system.

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

New Unclassified Classifications

We recommend the Executive Director, Alternatives to Incarceration (ATI) Initiative (UC) (Item No. 0847) (Attachment A) classification be established to implement the Board-approved ATI strategies. The single position classification's primary objective will be reforming the County's criminal justice systems, reducing recidivism, and enhancing the safety of the community. This single position classification will be assigned to the Strategic Integration Branch within the Chief Executive Office (CEO). On March 10, 2020, the Board approved a motion by Supervisors Kuehl and Ridley-Thomas entitled "Building a System of Alternatives to Incarceration." Through this motion, the Board instructed the CEO to establish an organizational unit (the ATI Initiative) within the CEO and to immediately hire a director to lead this new unit. It was further directed that this position work in close consultation with the Director of the Office of Diversion and Reentry to ensure coordination and alignment of their respective initiatives.

We recommend the Executive Director, Racial Equity (UC) (Item No. 0848) (Attachment A) classification be established to oversee the coordination and implementation of the County's Anti-Racism Agenda/Race Equity Action Plan. This single position classification will be assigned to the Strategic Integration Branch within the CEO. On July 21, 2020, the Board approved a motion by Supervisor Ridley-Thomas to establish an organizational unit within the CEO that is dedicated to addressing the elimination of racism and bias in the County.

We recommend the Executive Director, Youth Commission (UC) (Item No. 1040) (Attachment A) be established to provide specialized executive staff and technical support to carry out the functions of the Los Angeles County Youth Commission. On April 16, 2019, the Board approved a motion by Supervisors Hahn and Kuehl directing the Executive Director of the Commission for Children and Families and the Director of Children and Family Services, in coordination with the Chief Probation Officer, the Executive Director of the Office of Child Protection, the Directors of the Office of Diversion

and Reentry, Mental Health, Health Services, the Center for Strategic Partnerships, the Acting Director of Workforce Development, Aging and Community Services, key organizations serving foster and probation youth, current and former foster and probation youth, and other relevant stakeholders to report back in 120 days on the feasibility of establishing a permanent Youth Advisory Body in Los Angeles County. On February 4, 2020, the Board approved a motion by Supervisors Hahn and Kuehl to create the Los Angeles County Youth Commission, no later than May 15, 2020, to be housed in the Executive Office of the Board, to serve in an advisory capacity to the Board and County Departments, providing valuable insight on how to improve the County's policies and programs for youth and families. This classification will be responsible for directing support staff in all administrative matters of the Commission and administering and supporting all aspects of the Commission's operations in collaboration with the Commissioners.

New Classifications

Phase I of the countywide public information occupational study has been completed. As a result, we recommend the creation of four (4) new classes in order to consolidate countywide classes performing public information work (Attachment A). The goals of the countywide study are to eliminate department-specific classes and also to recognize the critical role they play in citizen engagement, sharing information, and delivering services to the public. The four (4) new classes will promote, plan, develop, maintain, evaluate, implement, and coordinate public information, media platforms, and marketing programs in County departments, as well as assist in developing or disseminating information to the public utilizing various media channels. Phase II of this study will include the allocation of positions for departments that participated in the study. Phase III (the last phase) will be the review and allocation of positions to departments that did not participate in the study.

We recommend the Member, Youth Commission (Item No. 9454) be established to provide analysis and policy recommendations to the Board and departments regarding policies, agency budgets, budgetary processes, programs, and practices that impact children, youth, their families, and communities in collaboration with the Los Angeles County Youth Commission (Attachment A).

Deleted Classifications

In conjunction with our goal of reducing classifications, we recommend the deletion of one (1) non-represented classification and 11 represented classifications from the Classification Plan (Attachment A). The represented classifications have been approved for deletion by ERCOM and the affected departments have been informed and concur with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Title Changes

We recommend the title changes for two (2) represented classifications. Both have been approved for a title change by ERCOM to accurately reflect the work performed by the classifications (Attachment A).

Compensation Amendment

Effective January 1, 2021, various Memorandum of Understandings (MOUs) provide for a Sustainability half-step of approximately 11 standard salary levels (approximately 2.75 percent) for full-time permanent employees who receive a competent or better performance evaluation. The Board approved extending the same Sustainability half-step provisions to most non-represented employees on June 18, 2019 for internal equity purposes.

We recommend adding one (1) new salary note 27MO to accurately reflect the application of the Sustainability half-step to three (3) non-represented job classifications, Financial Specialist II (Item No. 0748), Financial Specialist III (Item No. 0749), and Financial Specialist IV (Item No. 0750). These three (3) classifications have an extended salary range comprised of steps that may be granted at the sole discretion of the department head. The new salary note renames the discretionary salary steps and clarifies that the sustainability half-step (effective January 1, 2021) comes before the two (2) discretionary steps.

Reclassifications

There are 145 positions in eight (8) departments being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. The positions would be appropriately classified in the recommended classes.

Technical Correction

The salary schedule for the Ocean Lifeguard Candidate (Item No. 2922) (Attachment A) was changed and adopted by your Board on July 7, 2020, to align with the County's Minimum Wage Ordinance. Due to a typographical error, we recommend to correct the effective salary date from July 21, 2020 to July 1, 2020.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The projected budgeted annual savings resulting from these recommended actions is estimated to total \$3,748,000 (all funds). Net County savings is estimated to be \$3,148,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected Department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Acting Chief Executive Officer

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

Enclosures

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

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

UNCLASSIFIED CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	0847	Executive Director, Alternatives to Incarceration Initiative (UC)	N23	R17
Savings/ Megaflex	0848	Executive Director, Racial Equity (UC)	N23	R17
Savings/ Megaflex	1040	Executive Director, Youth Commission (UC)	N23	R10

CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	1607	Public Information Associate	NM	91J
Savings/ Megaflex	1610	Public Information Manager	N23	S13
Savings/ Megaflex	1608	Public Information Specialist	NM	100J
Savings/ Megaflex	1609	Senior Public Information Specialist	NM	104J

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

CLASSIFICATION SUBJECT TO SPECIAL PAY PROVISIONS RECOMMENDED FOR ADDITION

Item No.	Title
9454	Member, Youth Commission

NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
8517	Chief, Facilities Support Division, Museum of Art

REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
7555	Bindery Equipment Operator
7554	Bindery Worker II
7816	Communications Tower and Line Helper
2187	Head Medical Stenographer
1401	Medical Records Technician II
6757	Parking Lot Sweeper Operator
7820	Senior Communications Tower and Line Worker
6931	Supervising Business Equipment Technician, Sheriff
5613	Urology Technician I

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN (Continued)

Item No.	Title
5614	Urology Technician II
1157	Witness Coordinator I

REPRESENTED CLASSIFICATIONS RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
7089	Head, Forensic Photographic and Support Services	Head, Forensic Autopsy Support Services
8325	Library Aid	Library Associate

EFFECTIVE SALARY DATE CORRECTION IN THE CLASSIFICATION PLAN

Item No.	Title	Current Effective Salary Date			Recommended Effective Salary Date Correction		
2922	Ocean Lifeguard Candidate	07/21/20	N1	FH	07/01/20	N1	FH

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

CHILD SUPPORT SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Procurement Aid Item No. 2343A NM 78B Represented	1	Procurement Assistant I Item No. 2344A NM 82A Represented

The subject position reports to a Procurement Assistant II and is assigned to the Procurement Section of the Contracts and Procurement Management Division, where it independently performs a full range of journey-level procurement functions. The duties and responsibilities include researching of vendor supplies, ensuring maintenance and compliance of audit/expenditure logs, and substantial participation in developing tentative specifications for a variety of non-standard items. Given the more complex tasks and higher-level of responsibility assigned to the position, the Procurement Assistant I is the appropriate class. Therefore, we recommend upward reclassification to Procurement Assistant I.

COUNTY COUNSEL

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Information Technology Specialist II Item No. 2570A NM 123G Non-Represented	1	Information Technology Manager III Item No. 2574A N23 S13 Non-Represented

Consistent with the department's strategic goals and projects, the subject position manages the Business Solutions Unit and is involved with projects and system architecture services related to enterprise technology systems, network security, database, and application development solutions. These projects and services are needed to fulfill the department's role in providing legal services to the Board, CEO, and all of Los Angeles County's various departments, as well as the Superior Court, contract law firms, and third-party administrators. The subject position provides comprehensive planning and analysis of the increased levels of technology needed to keep pace with departmental strategic and operational needs and numerous Board initiatives.

The scope of responsibilities of the subject position are consistent with the class concept of the Information Technology Manager III, a class responsible for managing services staff and resources that provide comprehensive information technology programs and

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

COUNTY COUNSEL (Continued)

services for business users. Incumbents in the classification possess a high degree of confidential professional information technology knowledge where the work focus is on the effective management and integration of customer, staff, and project relationships and results. As such, we recommend a downward reclassification to Information Technology Manager III.

FIRE - EMERGENCY MEDICAL SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Physician Item No. 5456N N42 E19 Non-Represented	1	Chief Physician I Item No. 5457N N42 E20 Non-Represented

The subject position functions as the Department's Medical Director and is assigned to the Emergency Medical Services (EMS) Bureau to plan, coordinate, and evaluate countywide EMS quality improvements. The subject position directs all special projects and initiatives targeted at the improvement of emergency medical services delivery, determines equipment utilized on prehospital patients, prescribes medications, and develops mitigation strategies related to prescription, controlled, and non-controlled drugs managed by the department. The subject position is directly responsible for overseeing central office staff comprised of two (2) Physician Specialist positions and one (1) Senior Emergency Medical Systems Program Head position that oversees the Quality Assurance Section, while providing functional supervision and ensuring the overall medical compliance of 3,500 medical providers (emergency medical technicians and paramedics) in the field.

The subject position is being reclassified to a Chief Physician I to maintain equity amongst positions performing the same scope of work countywide. Positions in the Chief Physician I class have immediate responsibility for planning, coordinating, and evaluating general or specialized health programs on a countywide basis. Incumbents have the latitude to standardize medical procedures within the department and recommend and initiate policies and procedures; initiate, supervise, and conduct research, special studies, and surveys; serve as a consultant to staff, other agencies, and to physicians in private practices; promote public relations; and foster public health education through cooperation with other agencies, organizations, groups, and individuals. Therefore, we recommend upward reclassification to Chief Physician I.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – ADMINISTRATION (EMS)

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Chief Physician II Item No. 5458A N42 E21 Non-Represented	1	Medical Director II (UC) Item No. 5462A N42 E26 Non-Represented
1	Senior Physician Item No. 5456A N42 E19 Non-Represented	1	Chief Physician II Item No. 5458A N42 E21 Non-Represented
3	Physician Specialist (Non Megaflex) Item No. 5476A-53 N43 D17 Represented	2	Senior Physician Item No. 5456A N42 E19 Non-Represented
		1	Supervisor of Residents, MD Item No. 5415M Monthly Flat Rate Non-Represented

In conjunction with a departmental reorganization, we recommend the five (5) subject positions noted above for reclassification. The subject positions are allocated to the EMS Agency within Health Services Administration. The department requested to reorganize physician positions due to the expanded duties and scope of medical responsibilities in the County's EMS system.

Positions are responsible for the medical oversight of emergency medical system participants which include multiple public and private hospitals and provider agencies within the Los Angeles County's 4,000 square mile jurisdiction. The subject positions develop and implement treatment protocols and medical policies and procedures for system participants; provide administrative and technical oversight of professional staff; serve as medical advisors for various EMS Agency programs; and plan and implement educational activities for physicians, nurses, paramedics, fire fighters, and emergency medical technicians.

This reorganization better aligns classification levels of positions based on the breadth of medical responsibilities within the County's EMS system and ensures adequate medical management oversight of emergency medical services. Therefore, we recommend upward and downward reclassifications of the subject positions as listed in the above table.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – ADMINISTRATION (TRAINING COMPLIANCE AND PRODUCTIONS SERVICES)

No of Pos.	Present Classification	No of Pos.	Classification Findings
3	Staff Development Specialist, Health Services Item No. 9144A NM 95J Non-Represented	3	Staff Development Specialist Item No. 1861A NM 95L Non-Represented

The subject positions report directly to a Senior Staff Analyst, Health Services. The subject positions have two (2) primary functions in the Training Compliance and Productions Services Unit. One function is related to training compliance monitoring, providing technical support for training end-users, and customer service. The second function is related to the department's training media production efforts, which involve training content development and dissemination. The subject positions are responsible for analyzing departmental training needs and developing, coordinating, and implementing staff development programs related to personnel, management, supervision, clerical services, customer service, and automated training systems for all Department of Health Services (DHS) staff.

The duties and responsibilities of the subject positions are comparable to the scope and level of Staff Development Specialist, a classification responsible for analyzing training needs; and developing, coordinating, and implementing staff development programs in the areas of personnel, management, supervision, clerical, customer service, automated systems, and other departmental programs for all staff of a County department. Therefore, we recommend the upward reclassification of the subject positions to Staff Development Specialist.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – INTEGRATED CORRECTIONAL HEALTH SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
6	Clinical Nurse Specialist Item No. 5357A N21 RN13 Represented	6	Nurse Practitioner Item No. 5121A N21 RN13 Represented
1	Intermediate Clerk Item No. 1138A NMV 71C Represented	1	Certified Medical Assistant Item No. 5092A NM 78E Represented
1	Nursing Attendant II Item No. 5100A NM 69B Represented	1	Certified Medical Assistant Item No. 5092A NM 78E Represented
4	Nursing Instructor Item No. 5214A N21 RN07 Represented	3 1	Nurse Practitioner Item No. 5121A N21 RN13 Represented Registered Nurse III, Sheriff Item No. 5141A N21 RN03 Represented
5	Pharmacist Item No. 5512A N4W 116D Represented	5	Clinical Pharmacist Item No. 5513A N4W 118D Represented
1	Physician Specialist (Non Megaflex) Item No. 5476A-62 N43 D06 Represented	1	Physician Assistant Item No. 5047A NM 114L Represented

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – INTEGRATED CORRECTIONAL HEALTH SERVICES (Continued)

No of Pos.	Present Classification	No of Pos.	Classification Findings
67	Registered Nurse I, Sheriff Item No. 5139A N21 RN01 Represented	2	Certified Medical Assistant Item No. 5092A NM 78E Represented
		50	Nursing Assistant, Sheriff Item No. 5107A NM 84K Represented
		15	Registered Nurse III, Sheriff Item No. 5141A N21 RN03 Represented
24	Registered Nurse II, Sheriff Item No. 5140A N21 RN02 Represented	2	Certified Medical Assistant Item No. 5092A NM 78E Represented
		3	Nurse Practitioner Item No. 5121A N21 RN13 Represented
		17	Nursing Assistant, Sheriff Item No. 5107A NM 84K Represented
		2	Registered Nurse III, Sheriff Item No. 5141A N21 RN03 Represented

In conjunction with the implementation of the Integrated Correctional Health Services (ICHS) Phase I reorganization study, we recommend reclassifying the 109 positions noted above. These reclassification recommendations will help to establish and implement the comprehensive care staffing model within the correctional setting that

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – INTEGRATED CORRECTIONAL HEALTH SERVICES **(Continued)**

incorporates best practices from the industry known as the Patient-Centered Medical Home (PCMH) model. The five (5) functions of the PCMH model are as follows: Comprehensive Care, Patient-Centered, Coordinated Care, Accessible Services, and Quality and Safety.

On June 9, 2015, the Board passed a motion to integrate jail health services by transferring responsibility for inmate health, mental health, and public health services from the Sheriff Department and Department of Mental Health to DHS. On January 24, 2020, our office reported out on Phase I of the ICHS reorganization, which included the transfer of 557 positions throughout ICHS. This reorganization was the first step to accurately reflect the organizational structure designed to aid ICHS in tracking and managing various clinical and administrative operations.

The proposed PCMH model seeks to standardize positions needed to realize and operationalize the interdisciplinary team structures that are critically needed to comply with various oversight organizations such as the Office of the Inspector General and the Department of Justice. Therefore, we recommend upward, downward, and lateral reclassifications of the subject positions as listed in the above table.

HEALTH SERVICES – LAC+USC MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Information Systems Analyst Aid Item No. 2588A NM 91H Represented	1	Information Systems Analyst II Item No. 2591A NM 100K Represented

The subject Information Systems Analyst Aid position reports to a Chief Research Analyst, Behavioral Sciences and is assigned to the Biostatistical and Outcomes Unit, in the Quality, Patient Safety, and Risk Management Division. The Unit is responsible for researching and gathering quality hospital data and for completing statistical reports for management's use and publication. The subject position supports Information Technology (IT) projects by analyzing and defining user requirements, developing and maintaining many research databases, and providing support to staff. Primary responsibilities include analyzing business processes, assessing and defining research data fields, working with end-users to determine system requirements, and delivering data recommendations for reporting to management. The duties of the subject position meet the allocation standards for Information Systems Analyst II. The position provides a full-range of information systems analysis and design for research database systems,

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – LAC+USC MEDICAL CENTER (Continued)

which are mission-critical to the Quality Improvement Division. This involves all phases of business systems analysis work, including analyzing and defining functional IT specifications, testing and coordinating the implementation of data research systems, and revising and modifying existing ones. Therefore, we recommend upward reclassification of the subject position to Information Systems Analyst II.

INTERNAL SERVICES DEPARTMENT (ISD)

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Information Systems Support Analyst II Item No. 2535A N2M 101C Non-Represented	1	Senior Information Technology Technical Support Analyst Item No. 2547A NM 100C Represented
1	Information Technology Aide Item No. 2584A NM 80J Represented	1	Secretary III Item No. 2096A NMV 80E Represented

The subject Information Systems Support Analyst II position is located in the Security Applications Section of the Security Division and is responsible for providing information technology technical support to contractors and County departments in accessing, troubleshooting, and navigating various security applications, systems, and databases. Duties of the subject position include leading the registration and user application processes for access to mainframe systems, applications, internet, email, and Wi-Fi access for County and non-County users; analyzing, monitoring, coordinating, and resolving customer application access issues; and assisting development staff with quality assurance testing, identifying application programming issues, and providing feedback and recommendations on applications for the Security Division. Based on the duties and responsibilities of the subject position, the work performed is consistent with the classification of Senior Information Technology Technical Support Analyst. Positions allocated to this class provide comprehensive and complex technical support services including configuration, testing, and troubleshooting of hardware, software, networking, and applications. Therefore, we recommend downward reclassification to Senior Information Technology Technical Support Analyst.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

INTERNAL SERVICES DEPARTMENT (ISD) (Continued)

The subject Information Technology Aide position is responsible for providing secretarial support for a Section Manager, Information Technology, ISD and performs duties such as responding to verbal and written communications; completing section forms including timecards, cell phone bills, uniform forms, and inventory reports; proofreading all outgoing documents and correspondence; answering phones; scheduling meetings; and organizing and maintaining various logs for the section including office supplies and other orders. Positions allocated to Secretary III may provide secretarial assistance to the head of a section or minor division in a large and complex County department having 1,000 or more employees and characterized by the professional or technical nature of the work performed. ISD is considered a large and complex department characterized by the professional and technical nature of the work performed, such as countywide information technology services. This secretarial allocation is consistent with countywide secretarial allocation guidelines and is consistent with secretarial allocations within the department. Therefore, we recommend upward reclassification to Secretary III.

LA COUNTY LIBRARY

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Training Coordinator Item No. 1867A NM 99L Non- Represented	1	Administrative Services Manager I Item No. 1002A NM 101L Non-Represented

The subject position reports to an Administrative Services Manager II for the Human Resources Development Division and is responsible for overseeing the programs and activities of the Training Unit. The subject position reviews and responds to requests for departmental and individual trainings; ensures compliance with countywide mandated trainings; works with vendors to secure, deploy, and evaluate trainings; and advises and consults with management in the development and implementation of training programs. The subject position also administers departmental Workplace Programs such as Charitable Giving, Employee Wellness, and Rideshare; career-development programs such as Youth Bridges and Youth at Work; annual Outside Employment and Vehicle Ridership Surveys; participates in committees and workgroups; and generates mandated and informational reports in connection with programs administered.

The duties and responsibilities of the subject position are allocable to Administrative Services Manager I, which independently performs a full range of difficult to complex analytical assignments and makes recommendations on complex issues that directly impact departmental programs and administrative operations, which may be of a sensitive or confidential nature. Therefore, we recommend upward reclassification to Administrative Services Manager I.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

PARKS AND RECREATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Regional Park Superintendent II Item No. 8837A NM 102A Non-Represented	1	Regional Park Superintendent III Item No. 8838A NM 107E Non-Represented

The subject position manages all recreational activities, water safety, and maintenance operations at Kenneth Hahn State Recreation Area (KHSRA) with duties that include coordinating and supervising work assignments for all park staff; inspecting park facilities and amenities; processing and approving special event permits; assuring compliance by concessionaires and service contractors with contract terms; and participating in the planning of future development or additions to the facility. Positions allocated at the level of Regional Park Superintendent II manage operations at large multiple-use parks, where positions allocated at the level of regional park Superintendent III manage very large multiple-use parks. KHSRA has the second highest average number of annual patronage amongst the department's Regional Parks. Along with several improvements and additions to the facility over the past three years, the size, budget, and overall operation at KHSRA has grown to a level comparable to facilities managed by a Regional Park Superintendent III. Therefore, we recommend upward reclassification of the subject position to Regional Park Superintendent III.

SHERIFF - ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
19	Payroll Clerk I Item No. 1331A NMV 78G Represented	19	Payroll Clerk II Item No. 1334A NMV 81G Represented

The subject Payroll Clerk I positions perform a full range of complex time accounting processing and services within the department comprising of primarily a 24-hour, 7 days per week operation. The duties and responsibilities of the subject Payroll Clerk I positions are consistent with the class concept of the Payroll Clerk II classification. Positions allocable to the Payroll Clerk II class process payroll for a complex payroll operation defined as one that is comprised of a primary 24-hour, 7 day/week and/or a primary 56-hour shift operation. Incumbents must apply a very large number of MOU and/or *County Code* provisions requiring a significant knowledge and application of numerous and variable special pay practices, pay provisions, and plans for populous classes. Therefore, we recommend upward reclassification of the subject positions to Payroll Clerk II.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

SHERIFF - CUSTODY

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Director, Bureau Operations, Sheriff Item No. 0997A N23 S14 Non-Represented	1	Administrative Services Manager III Item No. 1004A NM 114K Non-Represented

The subject position manages the Custody Administration's Personnel and Budget Units, through subordinate Administrative Services Manager II positions. Subordinate staff are engaged in providing personnel, budget, and fiscal support. The subject position provides oversight on timeline tracking, expenditures, staffing, budget preparation, reviewing and analyzing special pay requests, professional and sworn personnel movements, and position control. The duties and responsibilities of the subject position meet the classification standards for Administrative Services Manager III. Therefore, we recommend downward reclassification to Administrative Services Manager III.

ANALYSIS

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

- Adding and establishing the salary for three unclassified classifications and four employee classifications;
- Deleting one employee classification;
- Correcting the effective date of a salary for one employee classification;
- Amending Section 6.28.050-25 (Notes to Section 6.28.050) to add a salary note to clarify the application of the Sustainability step to certain non-represented classifications compensated on an extended salary range;
- Adding and establishing one employee classification with special pay provisions; and
- Adding, deleting, and/or changing certain employee classifications and number of

ordinance positions in the departments of Child Support Services, County Counsel, Fire, Health Services, Internal Services, LA County Library, Parks and Recreation, and Sheriff.

MARY C. WICKHAM
County Counsel

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

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 - Salaries of the Los Angeles County Code to add and establish the salaries for three unclassified classifications and four employee classifications; delete one employee classification; correct the effective date for one employee classification; update a compensation provision; add and establish one employee classification with special pay provisions; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

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

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

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>0847</u>	<u>EXECUTIVE DIRECTOR, ALTERNATIVES TO INCARCERATION INITIATIVE(UC)</u>	<u> *</u> <u>01/01/2021</u>	<u>N23</u> <u>N23</u>	<u>R17</u> <u>R17</u>
<u>0848</u>	<u>EXECUTIVE DIRECTOR, RACIAL EQUITY(UC)</u>	<u> *</u> <u>01/01/2021</u>	<u>N23</u> <u>N23</u>	<u>R17</u> <u>R17</u>
<u>1040</u>	<u>EXECUTIVE DIRECTOR, YOUTH COMMISSION(UC)</u>	<u> *</u> <u>01/01/2021</u>	<u>N23</u> <u>N23</u>	<u>R10</u> <u>R10</u>
<u>1607</u>	<u>PUBLIC INFORMATION ASSOCIATE</u>	<u> *</u> <u>01/01/2021</u>	<u>NM</u> <u>NMO</u>	<u>91J</u> <u>91J</u>
<u>1610</u>	<u>PUBLIC INFORMATION MANAGER</u>	<u> *</u> <u>01/01/2021</u>	<u>N23</u> <u>N23</u>	<u>S13</u> <u>S13</u>
<u>1608</u>	<u>PUBLIC INFORMATION SPECIALIST</u>	<u> *</u> <u>01/01/2021</u>	<u>NM</u> <u>NMO</u>	<u>100J</u> <u>100J</u>
<u>1609</u>	<u>SENIOR PUBLIC INFORMATION SPECIALIST</u>	<u> *</u> <u>01/01/2021</u>	<u>NM</u> <u>NMO</u>	<u>104J</u> <u>104J</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective

date for the salary or salary schedule and level in the space provided for the classifications added to Section 6.28.050 of the County Code.

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

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

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
8517	CHF, FACILITIES SUP DIV, MUS OF ART	10/01/2018	NM	107J
		10/01/2019	NM	108H
		01/01/2020	NM	109A
		10/01/2020	NM	109L
		01/01/2021	NMO	109L

SECTION 3. Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to correct the effective date:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
2922	OCEAN LIFEGUARD CANDIDATE	01/01/2018	NW	63H
		07/01/2018	NW	64E
		07/01/2019	NW	65D
		07/01/2020		
		07/21/2020	N1	FH 15.00

SECTION 4. Section 6.28.050-25 (Notes to Section 6.28.050) is hereby amended to read as follows:

...

NOTE 27MO. Notwithstanding any other provision of this Title 6, effective January 1, 2021, at the sole discretion of the appointing authority, a person employed in this position may be compensated at the ninth or tenth step of a ten-step salary range, the ninth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated salary range, and the tenth step being the fifth step of the salary schedule which is four standard salary schedules above the indicated salary range. The rate or rates established by this provision constitute a base rate.

...

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

ITEM NO.	TITLE
<u>9454</u>	<u>MEMBER, YOUTH COMMISSION</u>

SECTION 6. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
7089A	1	<u>HEAD, FORENSIC PHOTO & SUPPORT SERVS</u> <u>HEAD, FORENSIC AUTOPSY SUPPORT SERVICES</u>

SECTION 7. Section 6.55.010 (Child Support Services Department) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2343A	4	PROCUREMENT AID

SECTION 8. Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2344A	4 <u>2</u>	PROCUREMENT ASSISTANT I

SECTION 9. Section 6.64.010 (County Counsel) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2574A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY MANAGER III</u>

SECTION 10. Section 6.64.010 (County Counsel) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2570A	2 <u>1</u>	INFO TECHNOLOGY SPECIALIST II

SECTION 11. Section 6.76.018 (Fire Department – Emergency Medical Services)

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5456N	4	SENIOR PHYSICIAN

SECTION 12. Section 6.76.018 (Fire Department – Emergency Medical Services)

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5457N</u>	<u>1</u>	<u>CHIEF PHYSICIAN I</u>

SECTION 13. Section 6.78.010 (Department of Health Services – Administration)

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5476C	4	PHYSICIAN SPECIALIST(NON MEGAFLEX)

SECTION 14. Section 6.78.010 (Department of Health Services – Administration)

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5462A</u>	<u>1</u>	<u>MEDICAL DIRECTOR,II(UC)</u>
<u>5476F</u>	<u>1</u>	<u>PHYSICIAN SPECIALIST(NON MEGAFLEX)</u>
<u>5415M</u>	<u>1</u>	<u>SUPERVISOR OF RESIDENTS,MD</u>

SECTION 15. Section 6.78.010 (Department of Health Services – Administration)

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

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5476A	22	<u>19</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5456A	5	<u>6</u>	SENIOR PHYSICIAN
1861N	2	<u>5</u>	STAFF DEVELOPMENT SPECIALIST
9144A	40	<u>7</u>	STAFF DEVELOPMENT SPECIALIST,HS

SECTION 16. Section 6.78.060 (Department of Health Services – LAC+USC

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

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2588A	4		INFORMATION SYSTEMS ANALYST AID

SECTION 17. Section 6.78.060 (Department of Health Services – LAC+USC

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

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2591A	47	<u>18</u>	INFORMATION SYSTEMS ANALYST II

SECTION 18. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5357A	6	CLINICAL NURSE SPECIALIST

SECTION 19. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5092A</u>	<u>6</u>	<u>CERTIFIED MEDICAL ASSISTANT</u>
<u>5047A</u>	<u>1</u>	<u>PHYSICIAN ASSISTANT</u>

SECTION 20. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5513A	4 <u>6</u>	CLINICAL PHARMACIST
1138A	46 <u>15</u>	INTERMEDIATE CLERK
5121A	24 <u>36</u>	NURSE PRACTITIONER
5107A	226 <u>293</u>	NURSING ASSISTANT, SHERIFF

5100A	94	<u>90</u>	NURSING ATTENDANT II
5214A	44	<u>7</u>	NURSING INSTRUCTOR
5512A	52	<u>47</u>	PHARMACIST
5476A	54	<u>50</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5139A	332	<u>265</u>	REGISTERED NURSE I,SHERIFF
5140A	255	<u>231</u>	REGISTERED NURSE II,SHERIFF
5141A	74	<u>89</u>	REGISTERED NURSE III,SHERIFF

SECTION 21. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2535A	3 <u>2</u>	INFO SYSTEMS SUPPORT ANALYST II
2584A	44 <u>10</u>	INFORMATION TECHNOLOGY AIDE
2096A	33 <u>34</u>	SECRETARY III
2547A	63 <u>64</u>	SENIOR IT TECHNICAL SUPPORT ANALYST

SECTION 22. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8837A	5 <u>4</u>	REGIONAL PARK SUPERINTENDENT II
8838A	3 <u>4</u>	REGIONAL PARK SUPERINTENDENT III

SECTION 23. Section 6.106.010 (LA County Library) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1867A	4	TRAINING COORDINATOR

SECTION 24. Section 6.106.010 (LA County Library) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	45 <u>16</u>	ADMINISTRATIVE SERVICES MANAGER I

SECTION 25. Section 6.106.010 (LA County Library) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8325A	100	LIBRARY AID <u>LIBRARY ASSOCIATE</u>
8325F	732	LIBRARY AID <u>LIBRARY ASSOCIATE</u>

SECTION 26. Section 6.120.010 (Sheriff – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1331A	24	<u>5</u>	PAYROLL CLERK I
1334A	36	<u>55</u>	PAYROLL CLERK II

SECTION 27. Section 6.120.012 (Sheriff – Custody) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0997A	4		DIRECTOR, BUREAU OPERATIONS, SHERIFF

SECTION 28. Section 6.120.012 (Sheriff – Custody) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
<u>1004A</u>	<u>1</u>		<u>ADMINISTRATIVE SERVICES MANAGER III</u>

SECTION 29. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[RECLASSOCT2020KPCEO]



COMPENSATION & BENEFITS

Compensation: The salary range for this grant-funded position is \$176,726 — \$267,489 annually. The starting salary will be based upon the experience and qualifications of the successful candidate. This unclassified position is subject to the provisions of Los Angeles County's Management Appraisal and Performance Plan (MAPP), and is compensated at MAPP Range R17.

Benefits: The County of Los Angeles provides an excellent benefits package that allows employees to choose benefits that meet their specific needs. The package includes:

- **Retirement Plan** — Los Angeles County Employees Retirement Association (LACERA), a contributory defined benefit plan
- **Cafeteria Benefit Plan** — Benefits may be purchased from the MegaFlex Cafeteria Benefit Plan using a tax-free County contribution of an additional 14.5% of the employee's monthly salary
- **Flexible Spending Account** — Optional employee tax-free health care spending account
- **Savings Plan (401k)** — Optional tax-deferred income plan that may include a County matching contribution up to 4% of employee's salary
- **Deferred Compensation Plan (457)** — Optional tax-deferred income plan that may include a County matching contribution up to 4% of employee's salary

HOW TO APPLY

Highly qualified candidates are encouraged to respond by **June 30, 2020** for consideration. Depending on the quality of the applicants, there may not be an opportunity to consider applications submitted after that date.

Please submit a confidential, compelling letter of interest explaining why you are a good potential candidate for the position and a resume to:

CEOExecRecruitment3@ceo.lacounty.gov

Please indicate Executive Director, ATI (UC) in the subject line of your email.

Hardcopy submittal by mail and confidential inquiries should be addressed to:

Stacey M. Winters
County of Los Angeles Chief Executive Office
500 West Temple Street, Room 785
Los Angeles, CA 90012



County of Los Angeles

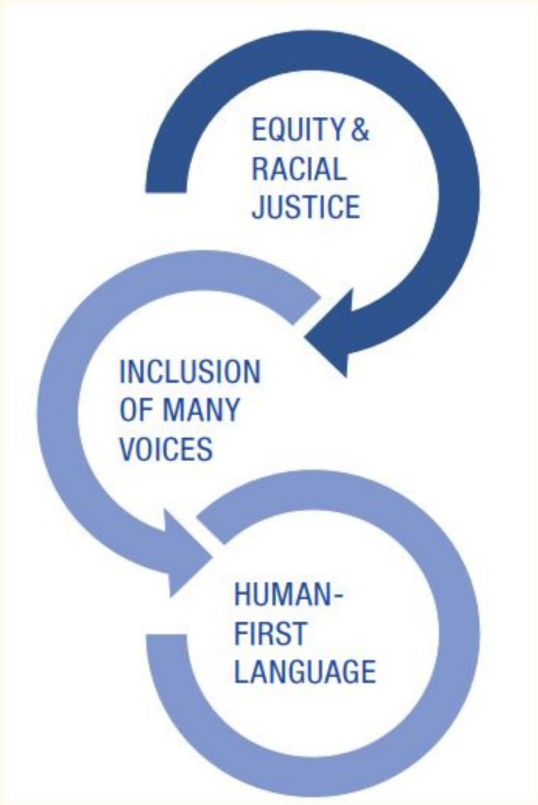
Invites Resumes for:

Executive Director, Alternatives to Incarceration Initiative Unclassified

Filing begins on June 16, 2020

To enrich lives through effective and caring service.





The Opportunity:

The County has taken another bold step toward justice reform by recognizing the need to establish alternatives to incarceration as a standard practice in the County’s justice and law enforcement systems. The Board created the Alternatives to Incarceration (ATI) Initiative within the CEO’s office, and reconfirmed its commitment to a “care first, jails last” model.

The Executive Director, ATI will lead the way in building a reimagined system of care and justice by leading efforts in reforming the County’s criminal justice system, reducing recidivism, and enhancing the safety of our neighborhoods. If selected for this grant-funded unclassified position, you will serve as the visionary leader of the newly-formed ATI Initiative and be responsible for facilitating the implementation of the five Board-approved global strategies.

Your responsibilities will include:

- Providing leadership and thoughtful management of the implementation of the Board-approved ATI strategies;
- Assigning, monitoring and evaluating the work of staff assigned to the ATI Initiative;
- Identifying paths to align and leverage existing and new resources to support a care first, jails last model;
- Ensuring that implementation plans for recommendations continue to move forward; and
- Leveraging the collective expertise of County departments, community-based organizations, academia, faith communities, philanthropic organizations and other stakeholders to move the ATI recommendations forward.

Equal Opportunity Employer:

We are an equal opportunity employer and value diversity. It is our policy to provide equal employment opportunities for all qualified persons, regardless of race, religion, sex, national origin, age, sexual orientation, disability, or any other characteristic protected by State or Federal law. All positions are open to qualified men and women pursuant to the Americans with Disabilities Act. We will follow all of our obligations regarding the provision of reasonable accommodations

Who We Are:

The County of Los Angeles (County) is the largest employer in Southern California with more than 112,000 employees across 37 departments and an operating budget of \$35 billion. With a population of over 10 million residents, we serve the needs of 88 municipalities that lie within our boundaries. We are governed by a five-member Board of Supervisors (Board) elected on a nonpartisan basis to serve four-year, staggered terms as our executive and legislative authorities.

What We Do:

The Chief Executive Office (CEO) is the central executive, strategic, and administrative agency driving transformative change to improve the lives of our diverse constituents. We lead collective efforts with other departments to achieve priorities established by our Board regarding affordable housing, sustainability, economic development, healthcare integration, homelessness, child protection, justice reform, and women and girls’ initiatives. As the administrative agency responsible for the County’s \$35 billion budget, we handle specialized functions to lead and maximize the use of County assets; advocate the County’s position on state and federal agendas; lead and implement the Countywide Strategic Plan; implement risk management strategies to mitigate financial loss; and convey the County’s message through a variety of communication platforms.



The Right Person For This Job:

We are seeking an individual who has a deep understanding of mass incarceration and an abiding commitment to justice system reform viewed through the lenses of racial equity and public health. The commitment must be balanced by practical knowledge and experience in navigating challenges presented when working to align large, complex, and siloed systems.

The individual will have demonstrated a successful track record of developing policy related to reforming the systems, infrastructure, and services provided to justice-involved individuals. In addition, the individual will influence, motivate and challenge all stakeholders to reach consensus in order to reach established goals.

Minimum Requirements:

Graduation from an accredited college or university with a Bachelor's degree in social science, human services, political science, law, criminal justice, or a closely related field -and- four years of complex project management experience -and- two years of experience planning, organizing, directing, and evaluating the work of others in a matrixed organization.

LICENSE: A valid California Class “C” driver's license or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

Desirable Qualifications:

- Proven ability to creatively tackle complex problems, handle highly sensitive issues, and bridge political differences;
- Strong public presentation and written communications skills to address complex issues clearly and persuasively in all settings;
- Extensive leadership experience in innovating change throughout an organization and developing policies and programs that promote community–based support for vulnerable populations;
- Ability to perform complex forecasting and cost/benefit analysis to support executive County leadership decisions;
- Experience in securing and managing grant funding;
- Knowledge of and familiarity with funding streams and budgets;
- Experience facilitating productive working relationships with community stakeholders, advocates, and decision makers in governmental entities;
- Ability to think critically and exercise sound judgment;
- A deep understanding of complex systems (e.g., health, education, mass incarceration) and environmental conditions (e.g., lack of housing or employment opportunity) that drive adverse outcomes for justice-involved individuals;
- Significant experience with strategic planning, complex system implementation plan development, and outcomes measurement; and
- An advanced degree in any relevant field.



COMPENSATION & BENEFITS

Compensation: The salary range for this grant-funded position is \$181,144 — \$274,176 annually. The starting salary will be based upon the experience and qualifications of the successful candidate. This unclassified position is subject to the provisions of Los Angeles County’s Management Appraisal and Performance Plan (MAPP), and is compensated at MAPP Range R17.

Benefits: The County of Los Angeles provides an excellent benefits package that allows employees to choose benefits that meet their specific needs. The package includes:

- **Retirement Plan** — Los Angeles County Employees Retirement Association (LACERA), a contributory defined benefit plan
- **Cafeteria Benefit Plan** — Benefits may be purchased from the MegaFlex Cafeteria Benefit Plan using a tax-free County contribution of an additional 14.5% of the employee’s monthly salary
- **Flexible Spending Account** — Optional employee tax-free health care spending account
- **Savings Plan (401k)** — Optional tax-deferred income plan that may include a County matching contribution up to 4% of employee’s salary
- **Deferred Compensation Plan (457)** — Optional tax-deferred income plan that may include a County matching contribution up to 4% of employee’s salary
- **Holidays** — 12 paid County holidays per year

HOW TO APPLY

Highly qualified candidates are encouraged to respond by **September 28, 2020** for consideration. Depending on the quality of the applicants, there may not be an opportunity to consider applications submitted after that date.

Please submit a letter of interest, resume, and a copy of your degree (indicating your degree concentration) to:

CEOExecRecruitment2@ceo.lacounty.gov

Please indicate Executive Director, Racial Equity (UC) in the subject line of your email.

Hardcopy submittal by mail and confidential inquiries should be addressed to:

Stacey M. Winters
County of Los Angeles Chief Executive Office
500 West Temple Street, Room 785
Los Angeles, CA 90012

EQUAL OPPORTUNITY EMPLOYER:

We are an equal opportunity employer and value diversity. It is our policy to provide equal employment opportunities for all qualified persons, regardless of race, religion, sex, national origin, age, sexual orientation, disability, or any other characteristic protected by State or Federal law. All positions are open to qualified men and women pursuant to the Americans with Disabilities Act. We will follow all of our obligations regarding the provision of reasonable accommodations to applicants.



County of Los Angeles

Invites Resumes for:

Executive Director, Racial Equity (Unclassified)

Anti-Racism, Diversity & Inclusion Initiative

Filing begins on September 11, 2020



To enrich lives through effective and caring service.





The Opportunity:

Governments across the country are confronting systemic and institutionalized racism as part of a national reckoning. On July 21, 2020, the Los Angeles County Board of Supervisors (Board) affirmed that “. . . racism is a matter of public health and that racism against Black people has reached crisis proportions resulting in large disparities in family stability, health and mental wellness, education, employment, economic development, public safety, criminal justice and housing.” The County’s focus on anti-racism emerged from this sentiment.

On July 21, 2020, the Board directed the Chief Executive Officer to establish Anti-Racism as the County’s 8th Board Directed Priority and to establish an organizational unit within the CEO’s office to eliminate racism and bias in the County. Recognizing that systemic and institutionalized racism is especially damaging because it is entrenched to the point of being disregarded or disbelieved, our Board explicitly stated,

“It is no longer sufficient to support diversity and inclusion initiatives. The County must move to identify and confront explicit institutional racism to set the national standard and become a leader of anti-racist policy making and program implementation.”

Anti-racism is rooted in action and requires taking steps to eliminate racism at the individual, institutional, and structural levels. To do so, it is not sufficient to be passively “not racist.” Instead, we must work proactively to change the policies, behaviors, and beliefs that perpetuate racism, harmful ideas, and actions.

The Executive Director of the *Anti-Racism, Diversity and Inclusion Initiative* will establish, support, lead, and manage efforts to identify and eliminate structural and systemic racism in those areas where the County has control or influence (i.e. County employment, provision of County services, and contracting). The Executive Director will champion the elimination of institutional racism while also promoting efforts to deepen the County’s work on diversity and inclusion. The selected candidate will serve as the visionary leader of this newly-formed initiative and be responsible for public-private partnerships aimed at policy development and coordination of the County’s efforts centered on anti-racism, diversity, equity, and inclusion.

Minimum Requirements:

Graduation from an accredited college or university with a Bachelor's degree in public policy, social science, education, public administration, ethnic studies, human services, political science, law, or a closely related field -and- four years of experience leading complex equity-related policy or program development and implementation –**AND**– two years of experience planning, organizing, directing, and evaluating the work of subordinate staff.

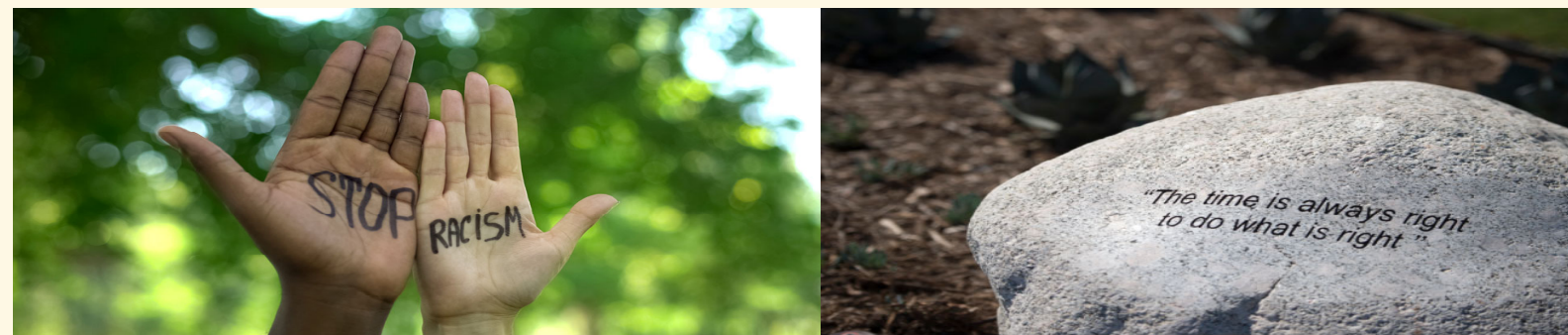
LICENSE: A valid California Class “C” driver's license or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

Who We Are:

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The Chief Executive Office (CEO) is the central executive, strategic, and administrative agency driving transformative change to improve the lives of our diverse constituents. We lead collective efforts with other departments to achieve priorities established by our Board regarding affordable housing, sustainability, economic development, healthcare integration, homelessness, child protection, justice reform, and women and girls’ initiatives. As the administrative agency responsible for the County’s \$34.9 billion budget, we handle specialized functions to lead and maximize the use of County assets; advocate the County’s position on State and federal agendas; lead and implement the Countywide Strategic Plan; implement risk management strategies to mitigate financial loss; and convey the County’s message through a variety of communication platforms.



Job Responsibilities:

- Developing a strategic plan through a collaborative stakeholder process to support the Board’s vision of eliminating systemic and structural racism and to embrace diversity and inclusion.
- Coordinating implementation of Countywide efforts to implement the strategies identified in the strategic plan.
- Evaluating existing County policies, practices, and operations that may systematically prevent people of color, with an emphasis on African-Americans, from advancing within County departmental career ladders and develop interventions that best advance and sustain Countywide and Departmental equity commitments.
- Evaluating existing County policies, practices, and operations that may systematically prevent African-Americans and people of color from accessing, receiving, or maintaining generally available County services.
- Developing goals for County Department Heads that will strengthen organizational capacity for cultural competency and vigilance to reduce racial stigma, inequality, and implicit bias within their respective departments.
- Aligning the work of the County’s Human Relations Commission with the work of the *Anti-racism, Diversity and Inclusion Initiative*.
- Developing recommendations and advocating for relevant legislative policies that improve health outcomes, reduce racial disparities, and support local, regional, state, and federal initiatives that advance efforts to dismantle systemic racism.
- Designing and developing measurement plans that will help determine whether the goals and strategies implemented under the strategic plan are effective.
- Assigning, monitoring, and evaluating the work of staff assigned to the *Anti-Racism, Diversity and Inclusion Initiative*.

The Right Person For This Job:

We are seeking an individual with strong leadership skills evidencing a deep and nuanced understanding of the strong correlations between past and current racial discrimination in the public and private sectors; present day outcomes associated with African-Americans and people of color in general; extant institutional and systemic racism in the public and private sectors. The ideal candidate will have experience working in and with large, complex governmental organizations. They will be able to thoughtfully engage in courageous and difficult conversations about race, anti-racism, diversity, and inclusion and display an enduring commitment to creating systemic change. Finally, the successful candidate will embrace the stakeholder process and relentlessly pursue effective collaborations to advance the Board’s vision.

Desirable Qualifications:

- Four years of experience in designing or conducting awareness training in the areas of racism-prevention, anti-racism, equity, diversity and inclusion.
- Two years of experience designing, developing or implementing training materials, and policy recommendations related to the goals and objectives of the *Anti-Racism, Diversity and Inclusion Initiative*.
- An advanced degree evidencing the study and analysis of the doctrine and concepts foundational to systemic and structural racism.
- Four years of experience regularly discussing, explaining, and raising awareness of overt and systemic racism, diversity and inclusion with policymakers, stakeholders, and others who have divergent points of view, with experience using these methods to advance culture change.
- Two years of experience designing, developing, and monitoring implementation of strategies designed to mitigate the impacts of racism and measuring the effectiveness of interventions designed to do the same.
- Evidence of a deep understanding of complex systems (e.g. health, education, and carceral) in relation to environmental conditions (e.g. lack of access to housing and employment opportunities) that drive undesirable outcomes for African-Americans and people of color.
- Excellent speaking and presentation skills.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/28/2020	
BOARD MEETING	11/10/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	First District	
DEPARTMENT	Chief Executive Office	
SUBJECT	Board Letter- Parking Fee Waiver For Project Roomkey Staff At Auto Park 29	
PROGRAM	Project Roomkey	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Existing parking waiver expires November 10, 2020.	
COST & FUNDING	Total cost: \$0	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Recommending approval of a parking fee waiver for up to 160 permits for up to 90 days at Auto Park 29 for Project Roomkey staff providing services at the L.A. Grand Hotel Downtown.	
BACKGROUND (include internal/external issues that may exist)	On May 19, 2020, the Chief Executive Officer, under delegated authority, approved parking fee waiver for Project Roomkey staff at AP 29. The total approved term was up to 180 days, expiring November 10 th . Approval of the recommended actions will waive monthly parking fee of \$150 per permit for up to 160 permits at an estimated \$24,000 per month. For 90 days, the total estimated cost is \$72,000. The recommended parking fee waiver will expire February 10, 2021.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Dean Aardema, Acting Manager, 213-893-2471, daardema@ceo.lacounty.gov	

FACT SHEET

CHIEF EXECUTIVE OFFICE PARKING FEE WAIVER FOR PROJECT ROOMKEY STAFF AT AUTO PARK 29

Board Letter Background

Approval of the recommended actions will support the State, County, City of Los Angeles and Los Angeles Homeless Services Authority to prevent the spread of COVID-19 by providing hotel and motel rooms for vulnerable people experiencing homelessness, until the conclusion of Project Roomkey, anticipated to be early next year.

On May 19, 2020, the Chief Executive Officer, under delegated authority, approved parking fee waiver at Auto Park 29 (AP 29) for Project Roomkey staff providing services at the L.A. Grand Hotel Downtown. The total approved term was up to 180 days, expiring November 10th, for up to 176 permits. Due to the uncertainty of COVID-19 and the changing responses to prevent the spread of the virus, Project Roomkey operation at LA Grand continues beyond the 180 days term set for Project Roomkey staff use of parking at AP 29.

The recommended actions will authorize parking fee waiver for up to 160 permits for up to 90 days expiring February 10, 2021, which would align with the parking needs of Project Roomkey staff.

Parking Fee Waiver Background

Supervisory District:

First District

Amount/ Cost:

Approval of the recommended actions will waive monthly parking fee of \$150 per permit for up to 160 permits at an estimated \$24,000 per month. For 90 days, the total estimated cost is \$72,000.

Issues:

None



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

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

FESIA A. DAVENPORT
Acting Chief Executive Officer

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

November 10, 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 PARKING FEE WAIVER FOR PROJECT ROOMKEY STAFF
AT AUTO PARK 29
FIRST DISTRICT
(3 VOTES)**

SUBJECT

Approval of the recommended actions will authorize the Acting Chief Executive Officer (CEO) to waive monthly parking fee of \$150 per permit for up to 160 permits at Auto Park 29 for up to 90 days, to facilitate City of Los Angeles (LA City) and Los Angeles Homeless Services Authority (LAHSA) Project Roomkey staff in providing services at the L.A. Grand Hotel Downtown (LA Grand).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that parking spaces at Auto Park 29 located at 313 North Figueroa Street, Los Angeles, excluding County employee parking, may be used for Project Roomkey staff parking.
2. Find that the parking spaces to be used by Project Roomkey staff at Auto Park 29, and the services to be provided by Project Roomkey, pursuant to Government Code Section 26227, are necessary to meet the social needs of the County and will serve public purposes, which will benefit the County.
3. Find that the parking spaces to be used by Project Roomkey staff at Auto Park 29, will not be needed for County purposes for up to 90 days.

4. Instruct the Acting Chief Executive Officer to waive the monthly parking fee of \$150 per permit for up to 160 permits for up to 90 days. The total estimated cost is \$72,000 to cover 160 permits for 90 days.
5. Find that the proposed waiver of monthly parking permit fees at Auto Park 29 for Project Roomkey staff is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), and Class 1, Subsections (c), (d), and (g), of the County of Los Angeles Environmental Document and Reporting Procedures and Guidelines.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the waiver of monthly parking permit fees for Project Roomkey staff (PR Staff) at Auto Park 29 (AP 29), to continue supporting the efforts of the State, County, LA City, and LAHSA to prevent the spread of COVID-19 by providing hotel and motel rooms for vulnerable people experiencing homelessness, until the conclusion of the project, anticipated to be early next year.

Background

On May 11, 2020, LA City and LAHSA initiated Project Roomkey operation at LA Grand located at 333 South Figueroa Street, Los Angeles. To assist with reducing cost of operation, the County allowed Disaster Services Workers and other operation staff to use parking at AP 29, a County-owned property near LA Grand.

On May 19, 2020, the Chief Executive Officer, under delegated authority, approved parking fee waiver for PR Staff at AP 29. In addition, should parking demand increase at AP 29, PR Staff can use Auto Park 14, Auto Park 16, and Auto Park 18. The approval covered up to 176 permits for 90 days, with an option to extend for an additional 90 days, for a total term of 180 days.

Term

On July 22, 2020, the option to extend for an additional 90 days was exercised, allowing PR Staff to use AP 29 until November 10th. Due to the uncertainty of COVID-19 and the changing responses to prevent the spread of the virus, Project Roomkey operation at LA Grand continues beyond the 180 days term set for PR Staff use of parking at AP 29. As operation is scheduled to carry on to January 29, 2021, the proposed parking fee waiver for 90 days would align with the parking needs of PR Staff. The 90 days, ending February 10, 2021, would allow for flexibility should there be delays or closing activities that require PR Staff to continue reporting to LA Grand beyond the scheduled closure date.

Permits

The previously approved 176 permits included a 10 percent contingency to cover a possible increase in staffing after the operation's ramp up period. Internal Service Department, Parking Services Section (ISD Parking Services) provided 160 permits and keycards to LAHSA and LA City to distribute to PR Staff. The 160 allocation have not been exceeded. Based on PR Staff usage of AP 29, the proposed parking fee waiver for 160 permits is anticipated to be sufficient to cover the last months of LA Grand operation.

Capacity

Due to teleworking and COVID-19 related restrictions, the parking demand at AP 29 has significantly decreased compared to usage prior to March 2020. This trend has continued and there has been no significant increase in parking demand in the months since PR Staff began using AP 29. As current conditions are anticipated to remain unchanged in the coming months, there should be available capacity to accommodate the parking needs of PR Staff at AP 29 until February 10, 2021.

Implementation of Strategic Plan Goals

The proposed parking waiver supports the Countywide Strategic Plan Goals to Enhance Our Delivery of Comprehensive Interventions to deliver comprehensive and seamless services to those seeking assistance from the County by providing subsidized housing and necessary services for vulnerable populations while prioritizing the homeless population (Strategy I.2.3).

FISCAL IMPACT/ FINANCING

In 2009, the Board approved \$150 as the monthly public parking rate at AP 29. The proposed permits of 160 is estimated at \$24,000 per month. For 90 days, the total estimated cost is \$72,000.

ISD Parking Services' policy is to charge users \$25 for lost keycards. If keycards are not returned to ISD Parking Services after operations at LA Grand cease, a \$25 per keycard fee will be assessed, which will go towards replacing the keycards.

FACTS AND PROVISION/ LEGAL REQUIREMENTS

Pursuant to Government Code Section 26227, the Board has the authority to make available real property not needed for County purposes to non-profit entities for the operation of programs which serve public purposes and are necessary to meet the social needs of the population of the County. Project Roomkey's effort in preventing the spread of COVID-19 by providing hotel and motel rooms for vulnerable people experiencing homelessness and protecting the capacities of hospitals and the healthcare system, are steps that will help move Los Angeles County towards reopening and will serve public

purposes, which will benefit the County. In addition, due to teleworking and COVID-19 related restrictions, these parking spaces will not be needed for County purposes during the time of use by PR Staff.

On March 31, 2020, the Board approved a motion granting the CEO Delegated Authorities for Continuity of Government. Item 16- Operational of the motion authorizes CEO to approve a range of administrative matters including fee waivers, rewards, and 120-day retiree rehires.

ENVIRONMENTAL DOCUMENTATION

The proposed parking permit fee waiver for Project Roomkey staff is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), and Class 1, Subsections (c), (d), and (g), of the County of Los Angeles Environmental Document and Reporting Procedures and Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will not have any impact on current services or projects.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return one adopted Board letter and one certified copy of the Minute Order to the Chief Executive Office, Real Estate Division, Hall of Records at 320 W. Temple Street, 7th Floor, Los Angeles, CA 90012.

Respectfully submitted,

FESIA A. DAVENPORT
Acting Chief Executive Officer

FAD:JMN:DPH
DL:DA:JCC:AH

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services Department

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	TBD	
BOARD MEETING	11/24/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All.	
DEPARTMENT	Department of Health Services	
SUBJECT	Overview of Forthcoming DHS Online Realtime Centralized Health Information Database (ORCHID) Changes and Enhancements	
PROGRAM	Department of Health Services/All	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: (i) Cerner is sole source of integrated product; and (ii) in the best economic interest of the County	
DEADLINES/ TIME CONSTRAINTS	Negative impact on ability to use Coronavirus Aid, Relief and Economic Security Act (CARES Act) funding if systems are not implemented by deadline.	
COST & FUNDING	Total cost: ORCHID Agreement: [\$340 M] JHIS Agreement: [\$10 M] OPIS Agreement: [\$15 M] Misc. other agreements: \$800 TERMS (if applicable): N/A	Funding source: DHS Budget and CARES Act (as appropriate and allowable)
	Explanation: N/A	
PURPOSE OF REQUEST	Amend four agreements with Cerner to achieve the following: (i) purchase of new acuity, scheduling and time system (including lease of clocks) for DHS; (ii) migration of Correctional Health Services from separate electronic health record system to ORCHID, the DHS enterprise electronic health record system; (iii) extension of ORCHID Agreement in support of foregoing; and (iv) extension of pharmacy system agreement to be coterminous with ORCHID in support of the foregoing	
BACKGROUND (include internal/external issues that may exist)	DHS is making two significant purchases from Cerner: (i) new enterprise acuity, scheduling and time system; and (ii) migration of CHS to ORCHID, getting closer to achieving the goal of a patient having a single patient record in the County. Both projects have planned accelerated deployments to support ongoing COVID response. Extension of ORCHID Agreement term allows County to secure pricing for longer term. OCIO currently reviewing letter and DHS anticipates approval of Board letter.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Kevin Lynch, Chief Information Officer, DHS, 213-288-8128, KLynch@dhs.lacounty.gov Julio Alvarado, Director C&G, (213) 288-7819, JAlvarado@dhs.lacounty.gov Christopher Kinney, Section Manager, 213 288-8862, CKinney@dhs.lacounty.gov 	

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	10/28/2020	
BOARD MEETING	11/24/2020	
DELEGATED AUTHORITY BOARD LETTER	X Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Department of Health Services	
SUBJECT	Overview of forthcoming dhs agreement for the provision of a cost accounting and decision support services system	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes X No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None.	
COST & FUNDING	\$20.6 M including \$10.1 M in pool dollars	Funding source: Funding is included in DHS' Fiscal Outlook.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Approval of new agreement with Strata Decision Technology, LLC for the provision of a Cost Accounting and Decision Support Services System for the Department of Health Services, and delegation of authority to amend Agreement for various contractual actions during the Term of the Agreement.	
BACKGROUND (include internal/external issues that may exist)	A system to deliver cost accounting and decision support (CADS System) is necessary to enable DHS to analyze its current cost structure for its delivery of health care services, compare costs across different entities and providers, pinpoint areas with significant cost variances and identify reasons for such cost variances, detect ongoing trends and validate budget assumptions, and track budget compliance across various health care entities, patient populations, and services. Additionally, DHS is endeavoring to better understand – and be able to better report on – the various costs associated with the delivery of health care services by DHS' inpatient and outpatient facilities. To achieve this, DHS is looking to implement a CADSS solution that will allow DHS to analyze its current cost structure, perform detailed cost and productivity analysis, pinpoint problem areas, detect trends, develop budgets, track budget compliance and decision support. The primary business objective to enable DHS to understand costs and the cost structure of what DHS does. Services provided by DHS's care providers incur costs of different nature. The secondary business objective is to enable decision support by compiling varied forms of raw data into useful information that allows for business or organizational decision-making in a rapidly changing environment using predictive analytics tools and methodologies.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Allan Wecker, Chief Financial Officer, (213) 288 – 7882, AWecker@dhs.lacounty.gov • Julio Alvarado, Director C&G, (213) 288-7819, JAlvarado@dhs.lacounty.gov • Christopher Kinney, Section Manager, 213 288-8862, CKinney@dhs.lacounty.gov • Lillian Anjargolian, Deputy County Counsel, (213) 288-8124, LAnjargolian@counsel.lacounty.gov 	

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/28/2020	
BOARD MEETING	11/10/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Sheriff's Department	
SUBJECT	Approval of a sole source amendment to Agreement Number 77869 with Idemia Identity & Security USA, LLC.	
PROGRAM	Livescan System	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The hardware and software used by the Livescan System are proprietary to Idemia.	
DEADLINES/ TIME CONSTRAINTS	The current contract expires November 30, 2020.	
COST & FUNDING	Total cost: \$1,565,422.20	Funding source: Remote Access Network (RAN) Board
	TERMS (if applicable): Up to 12 additional months in any increment.	
	Explanation: The proposed extension will be procured at zero cost to the County. Cost will be funded through the Automated Fingerprint Identification System (AFIS) Fund (Number 41079).	
PURPOSE OF REQUEST	The continuation of the Livescan System is critical to the County's Livescan devices which are still in use while a successor system is being implemented.	
BACKGROUND (include internal/external issues that may exist)	No issues or concerns	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, (213) 229-3259, afaiell@lasd.org • Lt. Derek Sabatini, (562) 345-4319, dssabati@lasd.org	

November 10, 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 SOLE SOURCE AMENDMENT NUMBER SEVEN
TO EXTEND SOLE SOURCE AGREEMENT NUMBER 77869
WITH IDEMIA IDENTITY & SECURITY USA LLC
FOR CONTINUED LIVESCAN EQUIPMENT MAINTENANCE AND
SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute Amendment Number Seven (Amendment) to extend Sole Source Agreement Number 77869 (Agreement) with Idemia Identity & Security USA LLC (Idemia) for continued maintenance and support services (Services) for the Department's livescan equipment.

IT IS RECOMMENDED THAT THE BOARD:

Approve, and instruct the Chair of the Board to authorize the Sheriff or his authorized designee to sign, the attached Amendment to the Agreement with Idemia to, among other things, extend the term of the Agreement for 12 months in any increment, from December 1, 2020 through November 30, 2021, for continued Services for mission critical livescan equipment utilized by the Department and participating law enforcement agencies within the Los Angeles County Regional Identification System (LACRIS) network while the Department completes its implementation of a successor system.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The continuation of these Services is critical for maintaining the County's livescan devices, which are still in use pending the successful implementation of a successor system. Idemia is the sole provider of Services for all livescan equipment within the County.

The existing livescan system utilizes proprietary hardware and software customized to meet the needs of the Department and other LACRIS agencies. The livescan equipment and software can only be maintained by Idemia. Idemia does not license, certify, or otherwise endorse any third party to maintain or support its proprietary technology.

Implementation of Strategic Plan Goals

The Services provided under this Agreement support the County's Strategic Plan, Goal 3, Integrated Services Delivery; Maximizing the opportunities to measurably improve client and community outcomes, and leverage resources through the continuous integration of public safety services.

FISCAL IMPACT/FINANCING

The Services for the proposed extension period will be procured at zero net cost to the County.

On May 28, 2020, the Department received approval from the Remote Access Network Board to fund the proposed Amendment using Automated Fingerprint Identification System, Special Fund Number 41079.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2005, the County purchased 173 new livescan devices through the Internal Services Department. The devices are placed in every Department station, police station, criminal booking facility, the Coroner's Office, the District Attorney's Office, Probation Department's office, and all but two of the courthouses in the County. The livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County.

On November 25, 2008, the Board approved a sole source agreement, number 76819, for a term of four years with Identix, Incorporated (Identix) to provide livescan equipment maintenance and support services. That agreement expired November 30, 2012.

On November 20, 2012, the Board approved a successor sole source Agreement, Number 77869, with Identix, for a term of four years.

The Agreement was amended on six occasions to exercise the option term extensions, add new County-mandated provisions, and memorialize the mergers of Identix with MorphoTrust USA, Inc., and then with Idemia.

On May 31, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Four to extend the Agreement for one year plus 12 additional months in any increment. The Sheriff executed Amendment Number Four on July 13, 2016.

On October 16, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Five to extend the Agreement for an additional one-year period plus one Option Term of up to 12 months in any increment. The Sheriff executed Amendment Number Five on November 1, 2018. The Agreement expires on November 30, 2020.

On December 10, 2019, the Board approved agreement number 79015 with DataWorks Plus, LLC to deliver a Criminal Booking System solution to replace the current Idemia livescan infrastructure with new technology, and to provide ongoing maintenance and support.

Mutually recognizing the end-of-life condition of the existing Idemia livescan infrastructure, Contractor and County agreed to negotiate certain contract and scope-of-work clauses to reduce Contractor's risk while performing its maintenance obligations. Contractor will be required to use all reasonable best efforts in providing both preventive and remedial maintenance work. As part of the maintenance effort, the LACRIS team will warehouse existing salvageable Idemia components as they are decommissioned in order to facilitate Contractor's ability to effect critical repairs or component replacement.

The Chief Information Office (CIO) has reviewed this Board letter and recommends approval. The CIO has further determined that a CIO Analysis is not required for the recommended action as it represents a continuation of the original Agreement, and contains no new information technology matters requiring review.

The Amendment has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On May 14, 2020, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into an Amendment to extend the Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services for the Department's livescan equipment.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

WILLIAM S. KEHOE
CHIEF INFORMATION OFFICER

AV:TL:VU:vu

(Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Acting Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Interim County Counsel, Office of the County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit I
Cammy C. DuPont, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Mark Glatt, Division Chief, Technology and Support Division (TSD)
Bill Song, Commander, TSD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
Brian Yanagi, Captain, Data Systems Bureau (DSB)
Dave Culver, Assistant Director, FAB, Contracts Unit
Derek Sabatini, Lieutenant, Data Systems Bureau
Angelo Faiella, Manager, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Erica Saavedra, Deputy, ASD
Veronica Urenda, Contract Analyst, Contracts Unit

**AMENDMENT NUMBER SEVEN TO
AGREEMENT NUMBER 77869 FOR
LIVE SCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number Seven (hereinafter "Amendment") to Agreement Number 77869 (hereinafter "Agreement") is entered into by and between County of Los Angeles (hereinafter "County") and Idemia Identity & Security USA LLC (hereinafter "Contractor"), effective upon execution by both parties.

- A. WHEREAS, on November 20, 2012, County and Identix, Incorporated (hereinafter "Identix") entered into the Agreement for Livescan Equipment Maintenance and Support Services for the Initial Term of December 1, 2012, through November 30, 2014, with up to two (2) one-year Option Terms to be exercised by County by an Amendment to the Agreement pursuant to the delegated authority given by the County Board of Supervisors to the County Sheriff (hereinafter "Sheriff"); and
- B. WHEREAS, on September 4, 2013, County and Contractor entered into Amendment Number One to the Agreement to document the merger of Identix into MorphoTrust USA, Inc. (hereinafter "MorphoTrust"), with MorphoTrust surviving as "Contractor" under the Agreement; and
- C. WHEREAS, on August 8, 2014, County and Contractor entered into Amendment Number Two to the Agreement to (1) extend the Term of the Agreement for the first one-year Option Term pursuant to the delegated authority of the Sheriff and (2) add new County-mandated provisions; and
- D. WHEREAS, on April 4, 2015, County and Contractor entered into Amendment Number Three to the Agreement to (1) extend the Term of the Agreement for the second one-year Option Term pursuant to the delegated authority of the Sheriff and (2) revise County-mandated provisions; and
- E. WHEREAS, on July 13, 2016, County and Contractor entered into Amendment Number Four to the Agreement to extend the Term of the Agreement for an additional one-year period from December 1, 2016, through November 30, 2017, plus up to 12 additional months in any increment; and
- F. WHEREAS, on November 1, 2018, County and Contractor entered into Amendment Number Five to the Agreement to, among other things, (1) extend the Term of the Agreement for an additional one-year period from December 1, 2018, through November 30, 2019, plus up to twelve (12) months in any increment, and (2) increase the Maximum Contract Sum by \$3,428,058.60 for a total Maximum Contract Sum not to exceed \$11,899,064.13; and

- G. WHEREAS, on December 16, 2019, County and Contractor entered into Amendment Number Six to the Agreement to make certain non-material clerical edits to the Agreement to remove any ambiguity created by prior amendments to the Agreement; and
- H. WHEREAS, the Agreement will expire on November 30, 2020; and
- I. WHEREAS, County desires to (1) extend the Term of the Agreement for an additional twelve months from December 1, 2020 through November 30, 2021, in any increment, (2) revise Section 1 (Agreement and Interpretation), Section 2 (Definitions), and Section 5 (Work; Approval and Acceptance) of the Agreement, (3) increase the Maximum Contract Sum by \$1,565,422.20, for a total Maximum Contract Sum not to exceed \$13,464,486.33, (4) delete Section 12 (Replacement Products) and Section 13 (Liquidated Damages) of the Agreement, (5) amend and restate Exhibit A (Additional Terms and Conditions), Exhibit B (Statement of Work), and Exhibit C (Maintenance Price Schedule and Equipment List) to the Agreement, and (6) delete Exhibit I (Contract Performance Discrepancy Report) and Exhibit J (Performance Requirements Summary (PRS) Chart) to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

- 1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through November 30, 2021:

7. TERM

- 7.1 The Term of this Agreement shall commence December 1, 2012, and shall terminate on November 30, 2021 ("Initial Term"), unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 The County maintains a database that tracks/monitors Contractor performance history. Information entered into this database may be used for a variety of purposes, including determining whether County will exercise an extension option.
- 7.3 Contractor shall notify the Department when this 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 County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

2. Subparagraph 1.2.3 of Section 1 (Agreement and Interpretation) of the Agreement is deleted in its entirety and replaced as follows:
 - 1.2.3 Exhibit B – Effective December 1, 2020, references to "Exhibit B" shall mean the amended and restated Exhibit B-1 (Statement of Work), attached hereto.
3. Subparagraph 2.43 is hereby added to Section 2 (Definitions) of the Agreement:
 - 2.43 "Reasonable Best Efforts" or "RBE" means, with respect to a RBE activity (as defined hereinafter), the efforts a reasonable company in the position of the Contractor would expend to engage in such RBE activity, but in no event a degree of effort that, if applied to all RBE activities, would, cause Contractor to expend more funds to perform services under the Agreement during a twelve (12) month period (including, without limitation, material and labor costs) than the fee due to the Contractor under the Agreement for such period. RBE activities are all activities the Contractor is required to perform to the RBE standard pursuant to Exhibit B-1 (SOW) and elsewhere in the Agreement.
4. Subparagraph 5.3.6 is hereby added to Section 5 (Work; Approval and Acceptance) of the Agreement:
 - 5.3.6 Notwithstanding anything to the contrary in the Agreement, the Contractor shall not be obligated to perform any Additional Work that the Contractor believes it cannot reasonably accomplish using Reasonable Best Efforts.
5. Paragraph 8.1 of Section 8 (Prices and Fees) of the Agreement is deleted in its entirety and replaced as follows to revise the Maximum Contract Sum:
 - 8.1 The Maximum Contract Sum for this Agreement, inclusive of Pool Dollars, authorized by County hereunder shall in no event, expressly or by implication, exceed \$13,464,486.33, which shall be allocated as set forth in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of this Agreement.
6. Section 12 (Replacement Products) of the Agreement is hereby deleted in its entirety.
7. Section 13 (Liquidated Damages) of the Agreement is hereby deleted in its entirety.
8. Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced with the amended and restated Exhibit A-1 (Additional Terms & Conditions), attached hereto and incorporated herein by reference.

9. Exhibit B (Statement of Work) to the Agreement is deleted in its entirety and replaced with the amended and restated Exhibit B-1 (Statement of Work), attached hereto and incorporated herein by reference.
10. Exhibit C (Maintenance Price Schedule and Equipment List) to the Agreement is deleted in its entirety and replaced with the amended and restated Exhibit C-1 (Maintenance Price Schedule and Equipment List), attached hereto and incorporated herein by reference.
11. Exhibit I (Contract Performance Discrepancy Report) to the Agreement is hereby deleted in its entirety.
12. Exhibit J (Performance Requirements Summary (PRS) Chart) to the Agreement is hereby deleted in its entirety.
13. The Agreement and all prior Amendments and Change Orders, as applicable, are hereby incorporated by reference, and all of their terms and conditions, including capitalized terms defined therein shall be given full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Seven to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

IDEMIA IDENTITY & SECURITY
USA, LLC

By: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

By: _____
Cammy C. DuPont
Principal Deputy County Counsel

EXHIBIT A-1

ADDITIONAL TERMS AND CONDITIONS

AMENDED AND RESTATED

PURSUANT TO

AMENDMENT NUMBER SEVEN

ADDITIONAL TERMS AND CONDITIONS

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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms in this Exhibit A-1 (Additional Terms and Conditions) not otherwise defined herein shall have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures:

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
 - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party

may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract, but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement, attached as Exhibit E2 of the Agreement, for each of subcontractor's employees performing Work under the subcontract. Such completed forms shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation to properly supervise, coordinate, and perform all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by, and shall be deemed to have assumed and agreed to be bound by, each and all of the provisions of the Agreement and any fully executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the County Project Manager and the Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the County Project Director and the Contractor Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration) of this Exhibit A-1 (Additional Terms and Conditions) or any other termination provision under this

Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

- 3.1.1 Contractor shall maintain the confidentiality of all records and information, events, or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 3.1.2 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 Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) 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.
- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Employee Acknowledgement and Confidentiality Agreement) of the Agreement for

each of its employees performing Work under the Agreement and an executed Exhibit E2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit A-1(Additional Terms and Conditions), in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by

Contractor as “proprietary” or “confidential.” Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor’s proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency, and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Re-solicitation of Bids, Proposals, or Information) of this Exhibit A-1 (Additional Terms and Conditions).

3.4 Use of County Name

In recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term of the Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2 above) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County’s name and Contractor shall cure promptly and prospectively any use of County’s name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County’s other rights under the Agreement and at law and in equity, County shall have the

right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or
 - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Agreement; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 5.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 5.0 (Termination for Default).
- 5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination 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 thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with

this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the 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.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration) of this Exhibit A-1 (Additional Terms and Conditions), then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit A-1 (Additional Terms and Conditions), County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 13.0 (Liquidated Damages) of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 5.0 (Termination for Default) or Section 6.0 (Termination for Convenience) of this Exhibit A-1 (Additional Terms and Conditions), Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 Contractor for the purpose of securing business.
- 9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants, and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including Exhibit B-1 (Statement of Work).

- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.
- 11.6 Contractor shall provide all Professional Services in a professional and workmanlike manner by duly qualified personnel.
- 11.7 The Livescan Equipment, System Software, Additional Software and all components thereof shall interface and be compatible with each other.
- 11.8 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the Livescan Equipment, System Software, Additional Software or any component thereof through any virus, device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code (in this Paragraph 11.10 each a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of the Livescan Equipment, System Software, Additional Software or any component thereof by County or any user or which could alter, destroy, or inhibit the use of the Livescan Equipment, System Software, Additional Software, any component thereof, or the data contained therein. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on the Livescan Equipment, System Software, Additional Software or any component thereof provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component to contain any Disabling Device.
- 11.9 Without limiting Contractor's obligations to provide Maintenance Services with respect to Additional System Software, the Additional System Software is provided on an "AS-IS" basis without warranty of any kind.
- 11.10 Contractor shall assign to County to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any third party product or service provided hereunder shall fully extend to and be enjoyed by County.
- 11.11 THE WARRANTIES CONTAINED IN THIS SECTION 11 (FURTHER WARRANTIES) AND ALL OTHER WARRANTIES IN THE AGREEMENT ARE EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THEIR EQUIVALENTS

UNDER THE LAWS OF ANY JURISDICTION, AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR CONTRACTOR ANY OTHER LIABILITIES IN CONNECTION WITH THE SAID ARTICLES. These warranties shall not apply to any of such products or services that shall have been repaired or altered, except by Contractor or as approved by Contractor, or to any products which have been altered or modified other than by Contractor or as approved by Contractor.

11.12 In the case of a breach by the Contractor of the warranties in Sections 11.3, 11.4, 11.6, or 11.7, the County's sole remedy shall be to require the Contractor to use Reasonable Best Efforts to cure such breach.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers 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), to the extent arising from or connected with the negligent, or intentional and wrongful acts and/or omissions of the Contractor. This Section is subject to Section 13.4 of Exhibit B-1.

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of the Agreement and until all of its obligations pursuant to the Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 12.2 (General Provisions for All Insurance Coverage) and Paragraph 12.3 (Insurance Coverage) below. 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 the Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

12.2.1 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 the Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the 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 Contractor identified as the contracting party in the 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 County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contracts Unit
211 West Temple St., 6th floor
Los Angeles, California 90012
Attention: Contract Compliance Manager

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

12.2.2 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 County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.2.3 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) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate the Agreement.

12.2.4 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 Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate the Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, 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.

12.2.5 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.

12.2.6 Contractor's Insurance Shall Be Primary

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

12.2.7 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 the Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.2.8 Subcontractor Insurance Coverage Requirements

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

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

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

12.2.10 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 the Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following expiration, termination or cancellation of the Agreement.

12.2.11 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.

12.2.12 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.

12.2.13 Alternative Risk Financing Programs

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. County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.2.14 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.

12.3 Insurance Coverage

12.3.1 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

12.3.2 **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 the Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

12.3.3 **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.

12.3.4 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to the Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the expiration, termination, or cancellation of the Agreement.

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to Work provided under the Agreement (collectively in this Section 13.0 (Intellectual Property Indemnification) "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which

approval shall not be unreasonably withheld). 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 required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

- 13.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Livescan Equipment, System Software, and Additional Software, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Livescan Equipment, System Software, and Additional Software or part(s) or component(s) thereof, with another item of equipment and/or software of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Livescan Equipment, System Software, and Additional Software and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.0 BUDGET REDUCTIONS

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

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 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 Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services

to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 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 Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the 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 will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor

should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 16.6 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. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (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.

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

- 16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

- 17.1 In the performance of the Agreement, Contractor's shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference.
- 17.2 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 Section 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.
- 17.3 Notwithstanding Section 17.1 hereof: (1) The Contractor shall not, except to the extent provided in Section 19.0 of Exhibit B-1, be obligated to upgrade, enhance, revise, improve, fix, patch, or modify hardware and software to comply with laws, rules, regulations, ordinances, guidelines, directives, policies, or procedures. (2) The Contractor's defense, indemnify, and hold harmless obligations in Section 17.1 shall not apply to a failure by the Contractor to upgrade, enhance, revise, improve, fix, patch, or modify hardware or software to comply with laws, rules, regulations, ordinances, guidelines, directives, policies, or procedures.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses

(including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

19.2 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, or 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.

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

19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:

19.4.1 Title VII, Civil Rights Act of 1964;

19.4.2 Section 504, Rehabilitation Act of 1973;

19.4.3 Age Discrimination Act of 1975;

19.4.4. Title IX, Education Amendments of 1973, as applicable; and

19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or 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 the Agreement, or under any project, program, or activity supported by the Agreement.

19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit A-1 (Additional Terms and Conditions).

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

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or

benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 21.1 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 the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.
- 21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Paragraph 13.1 (Indemnification) of this Exhibit A-1 (Additional Terms and Conditions) from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term of the Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit A-1 (Additional Terms and Conditions), (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit A-1 (Additional Terms and Conditions), (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit A-1 (Additional Terms and Conditions), or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

- 23.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest) shall be a material breach of the Agreement.
- 23.3 Contractor's Certification of No Conflict of Interest is attached as Exhibit L (Certification of No Conflict of Interest) of the Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

- 25.1 Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully

comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

- 25.2 Contractor's Familiarity with the County Lobbyist Ordinance Certification is attached as Exhibit N (Familiarity with the County Lobbyist Ordinance Certification) of the Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 26.1 Should the Contractor require additional or replacement personnel after the effective date of this 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.
- 26.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Agreement by Contractor, for which County may immediately terminate the Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

29.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

29.2 CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may

terminate the Agreement pursuant to Section 5.0 (Termination for Default) of this Exhibit A-1 (Additional Terms and Conditions) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

The Agreement is subject to the provisions of 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 G (Jury Service Ordinance and Contractor Employee Jury Service Program Certification Form and Application for Exception) of the Agreement. **Contractor's** Contractor Employee Jury Service Program Certification Form and Application for Exception is also attached as Exhibit G (Jury Service Ordinance and Contractor Employee Jury Service Program Certification Form and Application for Exception) of the Agreement.

32.2 Written Employee Jury Service Policy

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or

more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) 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 County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 32.2.3 If Contractor is not required to comply with the Jury Service Program when the 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. County may also require, at any time during the Term of the Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” or that Contractor continues to qualify for an exception to the Jury Service Program.
- 32.2.4 Contractor’s violation of this Section 32.0 (Compliance with Jury Service Program) may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor’s staff performing services under the Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the 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.

- 33.2 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 Agreement at any time during the Term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 33.3 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.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

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

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

- 36.1 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 promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

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

37.0 INTENTIONALLY OMITTED

38.0 FEDERAL EARNED INCOME TAX CREDIT

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 1015, attached as Exhibit N (IRS Notice 1015) of the Agreement. Additional copies of Internal Revenue Service Notice 1015 can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

- 39.1 Contractor shall not assign its rights or delegate its duties under the 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 Paragraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.
- 39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 39.1 of this Exhibit A-1 (Additional Terms and Conditions).

- 39.3 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 Agreement which may result in the termination of the 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.

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit A-1 (Additional Terms and Conditions).

41.0 RECORDS AND AUDITS

- 41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours,

have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 41.3 If, at any time during or after the Term of the Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the

Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum of the Agreement.

- 41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend the Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department - Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of the Agreement, provide the same goods and/or substantially similar services under similar

quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

45.0 COUNTY'S QUALITY ASSURANCE PLAN

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

46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF 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 under the Agreement, after the expiration or other termination of the 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 or termination of this 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 the Agreement.

49.0 SAFELY SURRENDERED BABY LAW

49.1 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 I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

49.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the Term of this Agreement and for a period of one (1) 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.

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor and all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 41.0 (Records and Audits) of this Exhibit A-1 (Additional Terms and Conditions) become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including,

without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 51.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

52.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 52.1 The Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no

longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

53.0 WAIVER

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

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit A-1 (Additional Terms and Conditions), are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The Agreement shall not restrict County or the

Department from acquiring similar, equal or like goods and/or services from other entities or sources.

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

59.1 The Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

59.4 If Contractor has obtained certification as a Local Small Business Enterprise 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 Agreement to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the Agreement amount and what County's costs would have been if the 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 10 percent (10%) of the amount of the 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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs 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.

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

62.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 62.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 62.2 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 the Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached as Exhibit H (Defaulted Property Tax Reduction Program and Certification of Compliance with County's Defaulted Property Tax Reduction Program) of the Agreement. Contractor's Certification of Compliance with County's Defaulted Property Tax Reduction Program is also attached as Exhibit H (Defaulted Property Tax Reduction Program and Certification of

Compliance with County's Defaulted Property Tax Reduction Program) of the Agreement.

63.0 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 Section 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Exhibit A-1 (Additional Terms and Conditions) shall constitute default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate the Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

64.0 NOTICE OF DELAYS

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

65.0 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 ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

66.0 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 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 Contract.

67.0 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.

68.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

EXHIBIT B-1

**STATEMENT OF WORK
AMENDED AND RESTATED
PURSUANT TO
AMENDMENT NUMBER SEVEN**

STATEMENT OF WORK

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STATEMENT OF WORK

Capitalized terms used in this Exhibit B-1 (Statement of Work) not otherwise defined herein shall have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

1.0 PURPOSE AND BACKGROUND

- 1.1 The Department desires Contractor to provide equipment maintenance, support, and repair services further described in this Exhibit B-1 for the LiveScan Equipment, System Software, and Additional Software. The systems are located in every police station, Department station, criminal booking facility, the Coroners Office, Probation sites, the District Attorney's Office and all but two of the courthouses in Los Angeles County, as listed on Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement.
- 1.2 The County's criminal LiveScan network is a dynamic system that is designed to incorporate new technology as new generation LiveScan hardware, software, and processing equipment are introduced. The County's criminal LiveScan network went through a significant upgrade in 2005 at a cost of \$7.8 million.
- 1.3 The County's network in its current configuration is interfaced to the Los Angeles Automated Fingerprint Identifications System (LAFIS), the Automated Jail Information System (AJIS), a mug shot image management system, the Department's Custody Division's Defendant/Inmate Movement Management System (DIMMS), local law enforcement agencies, record management systems, and the California Department of Justice's (DOJ) Automated Fingerprint Identification System (AFIS). Any change or modifications to the interfacing systems impacts the configuration of the County's LiveScan network.
- 1.4 The primary functionality of the criminal LiveScan devices permits the digital image capture and electronic transmission of fingerprints, palm prints, booking information, and digital booking photos to the LAFIS located at the Department's Records and Identification Bureau. The capture, transmission, storage, and processing of the images and data within the network include highly sophisticated and proprietary functions designed specifically for the County.

2.0 GENERAL SCOPE OF SERVICES

- 2.1 Contractor shall, to the extent provided in this SOW, maintain, support, and service (1) the LiveScan Equipment (including LiveScan devices, printers, cameras, servers and other sub-components) listed in Exhibit C-1

(Maintenance Price Schedule and Equipment List) of the Agreement, (2) the System Software with respect to such LiveScan Equipment, and (3) any Additional Software.

- 2.2 Contractor shall provide, upon County's request, any and all Additional Work, as defined in Section 19.0 of this SOW.

3.0 MAINTENANCE SERVICE REQUIREMENTS

Contractor shall employ Reasonable Best Efforts to perform both Remedial Maintenance and Preventive Maintenance of all the LiveScan Equipment listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, including the System Software with respect to such LiveScan Equipment, and all Additional Software.

4.0 SELF DIAGNOSTIC CAPABILITY

Contractor shall provide a self-diagnostic capability for each device of LiveScan Equipment, whereby an operator can determine that all component devices are functioning normally. This may be accomplished either by diagnostic routines performed by the operator and/or remotely initiated diagnostics performed by the Department's LACRIS staff or Contractor's representative. The devices must also be able to run self diagnostics at pre-determined times.

5.0 REMEDIAL MAINTENANCE SERVICE REQUIREMENTS

- 5.1 Contractor shall employ Reasonable Best Efforts to perform full-service, on-call emergency repair Remedial Maintenance services for all LiveScan Equipment listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, including the System Software with respect to such LiveScan Equipment, and all Additional Software, on a twenty-four (24) hours-per-day, seven (7) day-per-week basis, including County holidays.
- 5.2 "Remedial Maintenance" is defined as using Reasonable Best Efforts to conduct the lubrication, adjustment, and replacement of parts to restore equipment to good operating condition as per manufacturer's specification. Remedial Maintenance includes using Reasonable Best Efforts to conduct all required labor, repair, and/or replacement of all LiveScan Equipment parts, including the System Software with respect to such LiveScan Equipment, and all Additional Software regardless of how damaged. With respect to System Software and Additional Software, Contractor's ability to repair the software will be limited. Core software repairs may not be possible using Reasonable Best Efforts and, as such, are excluded from Remedial Maintenance or Preventative Maintenance. Certain configuration repairs may not be possible using Reasonable Best

Efforts and, as such, may also be excluded from Remedial Maintenance or Preventative Maintenance.

- 5.3 Contractor shall provide Remedial Maintenance service using Reasonable Best Efforts to repair the LiveScan equipment within eight (8) consecutive hours from the time Contractor is notified by the Department. If the repair requires equipment that is difficult to obtain or otherwise obsolete, Contractor will use Reasonable Best Efforts to replace LiveScan equipment with surplus inventory in LACRIS' storage. The service technician assigned the service call must return the Department's call within one (1) hour to the LACRIS Help Desk at (562) 345-4400.
- 5.4 Contractor shall provide Remedial Maintenance on an on-call basis. Contractor shall provide contact information for response to requests for repairs after normal business hours.
- 5.5 Contractor may attempt to correct problems by phone or remote access. If Contractor is unable to correct a problem in this manner, Contractor must begin on-site repair within four (4) hours of the time Contractor was initially notified by the Department, depending on the availability of the site.

6.0 PREVENTIVE MAINTENANCE SERVICE REQUIREMENTS

- 6.1 Contractor shall provide Preventive Maintenance using Reasonable Best Efforts in accordance with the recommendations and specifications of the original equipment manufacturer for each site and each piece of LiveScan Equipment listed on Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, including the System Software with respect to such LiveScan Equipment, and all Additional Software.
- 6.2 Without limiting the requirement that the Preventive Maintenance schedule be in accordance with the recommendations of the original equipment manufacturer, Preventive Maintenance shall be performed every thirty (30) calendar days, with no less than fifteen (15) calendar days in between visits, and with a downtime of no more than one and one half (1.5) hours.
- 6.3 All Preventive Maintenance must be performed during slack times or off-shift hours, when LiveScan Equipment is not in use, and must not exceed 1.5 hours per Preventive Maintenance call.
- 6.4 Contractor shall provide a Preventive Maintenance service that is consistent with Reasonable Best Efforts. "Preventive Maintenance" shall include but is not limited to using Reasonable Best Efforts to conduct the following: checking, cleaning, and calibrating all equipment (including but not limited to: LiveScan device, mug shot camera, printer, server, and

other sub-components) at each site. The various sites where LiveScan Equipment is located and where Preventive Maintenance shall be performed are listed on Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement.

- 6.5 The various sites where LiveScan Equipment is located and where Preventive Maintenance shall be performed are listed on Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement.

7.0 ON-SITE CRITICAL PARTS

- 7.1 The County understands that the Contractor cannot ensure availability of parts or supplies, and may have to reuse LiveScan inventory from LACRIS. The Contractor will use Reasonable Best Efforts to maintain a critical spare parts inventory.

- 7.2 Any spare part that is used in the recovery from a failure of any component of such LiveScan Equipment must be replaced within seventy-two (72) hours. The parties agree to cooperate to locate a suitable replacement part. If necessary, the parties may agree to salvage parts from the existing LACRIS LiveScan inventory.

- 7.3 Intentionally Omitted

- 7.4 Intentionally Omitted

8.0 ADDITION/DELETION OF COUNTY LIVESCAN EQUIPMENT

County, at its sole discretion, reserves the right to replace or delete like LiveScan Equipment or System Software items, of a similar type and/or complexity to those located at sites listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement. Pricing for services for such items shall be determined by mutual agreement of the parties and memorialized as provided for in Section 6 (Change Orders and Amendments) of the Agreement. Replacement LiveScan requests may use any limited available Department inventories, as agreed to by the parties.

9.0 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

- 9.1 Contractor shall employ Reasonable Best Efforts to provide and install all upgrades, enhancements, revisions, improvements, bug fixes, patches and modifications. Contractor's ability to update and alter the software will be limited. Core software modifications will not be possible using Reasonable Best Efforts and, as such, are excluded from Remedial Maintenance or Preventative Maintenance even if such changes are required to comply with laws or other requirements. Certain configuration

updates and alterations may not be possible using Reasonable Best Efforts and, as such, may also be excluded from Remedial Maintenance or Preventative Maintenance even if such changes are required to comply with laws or other requirements.

10.0 CONTRACTOR'S RESPONSIBILITIES

- 10.1 Contractor and each of Contractor's staff (service technicians) assigned to provide services under this Agreement shall, prior to commencing Work, complete a Department security clearance check prior to entering any LACRIS LiveScan facility, accessing any LiveScan Equipment, or any part of the LiveScan network.
- 10.2 Security clearance shall be reviewed annually and is revocable at any time with or without cause.
- 10.3 Contractor's employees providing services under this Agreement shall prominently display Contractor-provided identification badges at all times while conducting business at any of the LiveScan Equipment sites.
- 10.4 Contractor shall provide ongoing Remedial Maintenance and Preventive Maintenance, in accordance with the specific site requirements as outlined in Section 5.0 (Remedial Maintenance Service Requirements), Section 6.0 (Preventive Maintenance Service Requirements), and Section 7.0 (On-Site Critical Parts) of this SOW.
- 10.5 The Contractor Project Manager shall meet with the County Project Manager as follows:
 - a. Monthly management meeting to discuss project overview.
 - b. Bi-monthly regarding maintenance issues.
 - c. As-needed meeting to discuss other issues. Contractor will be given written or electronic notification three (3) calendar days prior to the meeting as to the date, time, and location.
- 10.6 Contractor shall maintain a complete service-call tracking system, including appropriate documentation, for each equipment item covered under this Agreement which shall minimally include:
 - a. Dates and times service calls are placed;
 - b. Dates and times service calls are dispatched and completed;
 - c. Facility from which service call is placed;
 - d. Name of the person who placed the service call;
 - e. Serial number of equipment serviced;

- f. Description of problem;
 - g. Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order;
 - h. Complete, documented service history of each piece of equipment;
 - i. Service technician's full printed name;
 - j. Service technician's signature; and
 - k. Agreement number.
- 10.7 Upon completion of each Preventive Maintenance service or Remedial Maintenance repair service call, as the case may be, Contractor's service technicians shall call County personnel at the LACRIS Help Desk at (562) 345-4400, and provide a disposition (report) within one (1) hour of completing Preventive Maintenance service or Remedial Maintenance repair service call.
- 10.8 Contractor shall, upon request and within one (1) calendar day, provide the County Project Manager with any requested information regarding service calls/history of the equipment.

11.0 CONTRACTOR'S STAFF

- 11.1 Contractor shall staff one (1) Contractor Project Director and one (1) Contractor Project Manager to this Agreement. The duties of the Contractor Project Director and the Contractor Project Manager are briefly described in the Section 4 (Administration of Agreement-Contractor) of the Agreement.
- 11.2 Contractor shall ensure that both the Contractor Project Director and the Contractor Project Manager are able to receive telephonic and electronic communication from the Department, as needed, Monday through Friday, during normal business hours (8:00 a.m. to 5:00 p.m.). The Contractor Project Manager shall act as a central point of contact with the County.
- 11.3 Contractor shall maintain sufficient staff assigned to the County and to this Agreement to meet the maintenance service requirements herein.

12.0 MATERIALS AND TOOLS

- 12.1 Contractor shall provide all tools and diagnostic equipment (collectively "tools") necessary to provide the maintenance services required herein. The purchase of all tools needed for the provision of all Work under this Agreement is the responsibility of Contractor.
- 12.2 Contractor shall maintain all of its tools in accordance with the Occupational Safety and Health Act (OSHA), or other regulatory standards as they may apply, and shall check said tools before use for safety and functionality.

Contractor shall ensure that all Contractor employees wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

12.3 Intentionally Omitted

13.0 CONTRACTOR'S DAMAGES / CLEANUP

13.1 All damages incurred to the site of the LiveScan Equipment by Contractor shall be repaired or replaced at Contractor's expense.

13.2 All such repairs or replacements shall be completed within the time requirements as determined by the Department. If Contractor fails to repair or replace damaged property, the Department may, at its sole discretion, deduct the cost of repairs for such damages, as determined by the Department, from existing unpaid invoices due Contractor, or from future invoices submitted by Contractor, or bill Contractor.

13.3 Upon completion of Work, Contractor shall remove remaining excess materials from the LiveScan Equipment site. Any dirt, stains or residues caused by the Work under this Agreement shall be cleaned off and removed.

13.4 Notwithstanding anything to the contrary in the Agreement, in the event the Contractor damages equipment or software, Contractor's responsibility shall be limited to utilizing Reasonable Best Efforts to repair or replace the same. The foregoing shall not limit the Contractor's responsibility for damage resulting from the Contractor's gross negligence or willful misconduct.

14.0 INTENTIONALLY OMITTED

15.0 CONTRACTOR'S WARRANTY

In addition to the other warranties elsewhere in the Agreement:

15.1 Warranty to Provide Professional Skills and Performance

15.1.1 Contractor warrants that all Work performed under this Agreement will be performed in a timely and professional manner using only qualified, skilled, or original equipment manufacturer (OEM) trained and, if applicable, certified maintenance technicians specifically qualified to maintain and repair the LiveScan Equipment located at sites listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of this Agreement, System Software, and the Additional Software.

15.1.2 Contractor warrants that all tasks, deliverables, services, and other Work provided shall conform to the specifications for, and to the standards set by, each respective OEM for the LiveScan Equipment listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, System Software, and the Additional Software, for the same or similar tasks, deliverables, services, and other Work.

15.1.3 Contractor warrants that Contractor and all staff performing Work hereunder are authorized to perform the Work hereunder, including, if required, by the OEM.

15.1.4 In the case of a breach by Contractor of the warranties in Sections 15.1.1 or 15.1.2, the County's sole remedy shall be to require the Contractor to use Reasonable Best Efforts to cure such breach.

15.2 Intentionally Omitted

16.0 ACCEPTABILITY OF WORK

All Work shall be performed in a professional manner, and must be acceptable to LACRIS staff who are technically qualified Department personnel designated by the County, including the County Project Director and County Project Manager or their designee. All Work shall be completed within the time frames specified in Section 5.0 (Remedial Maintenance Service Requirements), Section 6.0 (Preventive Maintenance Service Requirements), and Section 7.0 (On-Site Critical Parts) of this SOW, unless otherwise approved by the County Project Director.

17.0 INTENTIONALLY OMITTED

18.0 INTENTIONALLY OMITTED

19.0 ADDITIONAL WORK

Upon the written request of the County Project Director made at any time and from time to time during the Term of the Agreement, Contractor shall use Reasonable Best Efforts to provide to County all requested Additional Work, which includes (1) Professional Services, including but not limited to the development of Additional System Software, additional custom programming, modifications, enhancements, interfaces, and data conversions, and (2) Maintenance Services for Additional Hardware, Additional Software, and Additional System Software. Such Additional Work shall be provided in accordance with Paragraph 5.3 (Additional Work) of the Agreement. Contractor's ability to update and alter the software will be limited. Certain core software modifications will not be possible using Reasonable Best Efforts even if such

changes are required to comply with laws or other requirements. Certain configuration updates and alterations may not be possible using Reasonable Best Efforts even if such changes are required to comply with laws or other requirements.

EXHIBIT C-1 - MAINTENANCE PRICE SCHEDULE AND EQUIPMENT LIST (Amended & Restated Pursuant to Amendment No. 7)

	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 13 (12-1-20 thru 11-30-21)	LSID
1	Alhambra Court		150 Commonwealth Ave	Alhambra	91801	2305-00069D	TP-PRT-COLOR2	8,696.79	M50
2	Alhambra Police Department		211 South 1st Street	Alhambra	91801	2805-00102	TP-PRT-COLOR2	8,696.79	L01
3	Arcadia Police Department		250 West Huntington Drive	Arcadia	91007	2705-00094C	TP-PRT-COLOR2	8,696.79	L03
4	Azusa Police Department		725 North Alameda Ave	Azusa	91702	3005-00141B	TP-PRT-COLOR2	8,696.79	L04
5	Baldwin Park Police Department		14403 South Pacific Ave	Baldwin Park	91706	2505-00072A	TP-PRT-COLOR2	8,696.79	L05
6	Baldwin Park Unified School Dist		3699 North Holly Ave	Baldwin Park	91706	3405-00158B	TP-PRT-COLOR2	8,696.79	L84
7	Bell Gardens Police Department		7100 Garfield Ave	Bell Gardens	90201	2205-00044A	TP-PRT-COLOR2	8,696.79	L06
8	Bell Police Department		6326 Pine Avenue	Bell	90201	1805-00003A	TP-PRT-COLOR2	8,696.79	L07
9	Beverly Hills Police Department		464 North Rexford Drive	Beverly Hills	90210	2505-00073	TP-PRT-COLOR2	8,696.79	L08
10	Burbank Court		300 East Olive Avenue	Burbank	91502	2505-00077B	TP-PRT-COLOR2	8,696.79	M52
11	Burbank Police Department		200 North 3rd Street	Burbank	91502	2605-00088C	TP-PRT-COLOR2	8,696.79	L09
12	Central Arraignment Court		429 Bauchet Street	Los Angeles	90012	2805-00104A	TP-PRT-COLOR2	8,696.79	M53
13	Clara Shortridge Flotz	Criminal Justice Center (CCB) #2	210 West Temple Street	Los Angeles	90012	2105-00019C	TP-PRT-COLOR2	8,696.79	M54
14	Clara Shortridge Flotz	Criminal Justice Center (CCB) #1	210 West Temple Street	Los Angeles	90012	2105-00020C	No	8,696.79	M84
15	Claremont Police Department		570 West Bonita Avenue	Claremont	91711	2505-00081B	TP-PRT-COLOR2	8,696.79	L10
16	Compton Court		200 West Compton Blvd	Compton	90270	2205-00051C	TP-PRT-COLOR2	8,696.79	M55
17	Covina Police Department		444 North Citrus Street	Covina	91733	2305-00071B	TP-PRT-COLOR2	8,696.79	L11
18	Culver City Police Department		4040 Duquesne Avenue	Culver City	90232	2305-00068D	TP-PRT-COLOR2	8,696.79	L12
19	Downey Court		7500 E Imperial Hwy	Downey	90242	1905-00012	TP-PRT-COLOR2	8,696.79	M56
20	Downey Police Department		10911 Brookshire Ave	Downey	90241	2105-00022B	TP-PRT-COLOR2	8,696.79	L13
21	East Los Angeles Court		214 South Fetterly Ave	Los Angeles	90022	2105-00018B	TP-PRT-COLOR2	8,696.79	M57
22	Eastlake Juvenile Court		1601 Eastlake Avenue	Los Angeles	91033	2005-00015A	TP-PRT-COLOR2	8,696.79	M58
23	El Camino College Police Dept		16007 S. Crenshaw Blvd	Torrance	90505	3505-00172C	TP-PRT-COLOR2	8,696.79	L76
24	El Monte Court		11234 East Valley Blvd	El Monte	91731	2305-00065C	TP-PRT-COLOR2	8,696.79	M60
25	El Monte Police Department		11333 East Valley Blvd	El Monte	91731	2305-00064	TP-PRT-COLOR2	8,696.79	L14
26	El Segundo Police Department		348 Main Street	El Segundo	90275	2305-00059C	TP-PRT-COLOR2	8,696.79	L15
27	Gardena Police Department		1718 West 162nd Street	Gardena	90247	2205-00052A	TP-PRT-COLOR2	8,696.79	L16

EXHIBIT C-1 - MAINTENANCE PRICE SCHEDULE AND EQUIPMENT LIST (Amended & Restated Pursuant to Amendment No. 7)

	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 13 (12-1-20 thru 11-30-21)	LSID
28	Glendale Court		600 East Broadway	Glendale	91206	2305-00058B	TP-PRT-COLOR2	8,696.79	M61
29	Glendale Police Department		131 North Isabel Street	Glendale	91206	2305-00062C	TP-PRT-COLOR2	8,696.79	L17
30	Glendale Police Department	Galleria Substation	100 W Broadway	Glendale	91206	4005-00176	TP-PRT-COLOR2	8,696.79	L58
31	Glendora Police Department		150 South Glendora Ave	Glendora	91741	2805-00105	TP-PRT-COLOR2	8,696.79	L18
32	Hawthorne Police Department	Adult	12501 Hawthorne Blvd	Hawthorne	90250	2205-00045C	TP-PRT-COLOR2	8,696.79	L19
33	Hawthorne Police Department	Juvy	12501 Hawthorne Blvd	Hawthorne	90250	2305-00053	No	8,696.79	L20
34	Hermosa Beach Police Department		540 Pier Avenue	Hermosa Beach	90254	2305-00057B	TP-PRT-COLOR2	8,696.79	L21
35	Huntington Park Police Department		6542 Miles Avenue	Huntington Park	90255	2805-00115A	TP-PRT-COLOR2	8,696.79	L22
36	Inglewood Court		One Regent Street	Inglewood	90301	2205-00042A	TP-PRT-COLOR2	8,696.79	M62
37	Inglewood Police Department		One Manchester Blvd	Inglewood	90301	2305-00054C	TP-PRT-COLOR2	8,696.79	L23
38	Irwindale Police Department		5050 North Irwindale Ave	Irwindale	91706	2705-00099A	TP-PRT-COLOR2	8,696.79	L24
39	La Verne Police Department		2061 Third Street	La Verne	91751	2605-00085A	TP-PRT-COLOR2	8,696.79	L25
40	Lancaster Juvenile Justice Center		1040 West Avenue J	Lancaster	93534	3005-00135A	TP-PRT-COLOR2	8,696.79	M65
41	Long Beach Court		626 W 3rd Street	Long Beach	90802	2805-00108A	TP-PRT-COLOR2	8,696.79	M66
42	Long Beach Police Department	#2 - Main Jail (Male)	400 West Broadway	Long Beach	90802	2905-00122	TP-PRT-COLOR2	8,696.79	L50
43	Long Beach Police Department	#3 - Main Jail (Male)	400 West Broadway	Long Beach	90802	2905-00123	TP-PRT-COLOR2	8,696.79	L51
44	Long Beach Police Department	#1-Main Jail (Female)	400 West Broadway	Long Beach	90802	2905-00124A	TP-PRT-COLOR2	8,696.79	L49
45	Long Beach Police Department	#4 - Pre-Booking	400 West Broadway	Long Beach	90802	2905-00125B	TP-PRT-COLOR2	8,696.79	L52
46	Long Beach Police Department	North Patrol Division	4891 Atlantic Ave	Long Beach	90807	3005-00128A	TP-PRT-COLOR2	8,696.79	L53
47	Long Beach Police Department	Long Beach 6 Reg Only	400 West Broadway	Long Beach	90802	2105-00036B	TP-PRT-COLOR2	8,696.79	M27
48	Los Angeles Airport Court		11701 S La Cienega Blvd	Los Angeles	90045	2605-00084A	TP-PRT-COLOR2	8,696.79	M64
49	Los Angeles County Coroners Office		1104 N Mission Road	Los Angeles	90033	2805-00106	TP-PRT-COLOR2	8,696.79	L87
1	Los Angeles County Sheriff Departm		450 Bauchet Street	Los Angeles	90012	2305-00063B	TP-PRT-COLOR2	8,696.79	L85
2	Los Angeles County Sheriff Departm	Long Beach Court 2	626 W 3rd Street	Long Beach	90802	3405-00151B	TP-PRT-COLOR2	8,696.79	L94
3	Los Angeles County Sheriff Departm	Staples Center Substation	1111 S Figueroa Street	Los Angeles	90015	2805-00113	TP-PRT-COLOR2	8,696.79	L02
4	Los Angeles County Sheriff Departm	LACRIS Basement	12440 E. Imperial Hwy	Norwalk	90650	2305-00070C	TP-PRT-COLOR2	8,696.79	M51
5	Los Angeles County Sheriff Departm	Industry Station 2	150 North Hudson Avenue	Industry	91744	3405-00149	TP-PRT-COLOR2	8,696.79	L92

EXHIBIT C-1 - MAINTENANCE PRICE SCHEDULE AND EQUIPMENT LIST (Amended & Restated Pursuant to Amendment No. 7)

	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 13 (12-1-20 thru 11-30-21)	LSID
6	Los Angeles County Sheriff Departm	IRC 9 Release	450 Bauchet Street	Los Angeles	90012	3405-00153B	TP-PRT-COLOR2	8,696.79	L93
7	Los Angeles County Sheriff Departm	CRDF 6 Release	11705 Alameda Street	Lynwood	90262	3505-00161A	TP-PRT-COLOR2	8,696.79	L90
8	Los Angeles County Sheriff Departm	IRC 10- Release	450 Bauchet Street	Los Angeles	90012	4005-00177B	TP-PRT-COLOR2	8,696.79	L54
9	Los Angeles County Sheriff Departm	LACRIS Basement	12440 E. Imperial Hwy	Norwalk	90650	2105-00028A	TP-PRT-COLOR2	8,696.79	M63
10	Los Angeles County Sheriff Departm	South LA Station #2	1310 W Imperial Hwy	Los Angeles	90044	2105-00035	TP-PRT-COLOR2	8,696.79	L27
11	Los Angeles County Sheriff Departm	LACRIS Basement	12440 E. Imperial Hwy	Norwalk	90650	3405-00155A	TP-PRT-COLOR2	8,696.79	L91
12	Los Angeles County Sheriff Departm	IRC 3 Release	450 Bauchet Street	Los Angeles	90012	4105-00180A	TP-PRT-COLOR2	8,696.79	L70
13	Los Angeles County Sheriff Departm	CDRF 7 Release	11703 Alameda Street	Lynwood	90262	2105-00021A	TP-PRT-COLOR2	8,696.79	M83
14	Los Angeles District Attorneys Office		210 W.Temple St 16th Fl	Los Angeles	90012	2005-00016C	TP-PRT-COLOR2	8,696.79	L88
15	Los Angeles Police Department	Metro Jail 3	180 N Los Angeles Street	Los Angeles	90012	2105-00024B	TP-PRT-COLOR2	8,696.79	M59
16	Los Angeles Police Department	Records & Identification	100 W 1st St 7th Floor	Los Angeles	90012	1905-00005C	TP-PRT-COLOR2	8,696.79	L74
17	Los Angeles Police Department	Valley Jail #4 Female	6240 Sylmar Avenue	Van Nuys	91401	2805-00107	TP-PRT-COLOR2	8,696.79	L61
18	Los Angeles Police Department	Wilshire Division	4861 West Venice Blvd	Los Angeles	90019	2805-00111C	TP-PRT-COLOR2	8,696.79	L83
19	Los Angeles Police Department	Metro Jail #2	180 N Los Angeles Street	Los Angeles	90012	2905-00118A	No	8,696.79	L66
20	Los Angeles Police Department	Metro Jail #5 Juvy	180 N Los Angeles Street	Los Angeles	90012	2905-00119A	No	8,696.79	L67
21	Los Angeles Police Department	Valley Jail #1	6240 Sylmar Avenue	Van Nuys	91401	2905-00120C	No	8,696.79	L79
22	Los Angeles Police Department	77th St. #2	235 West 77th Street	Los Angeles	90003	2905-00121C	No	8,696.79	L56
23	Los Angeles Police Department	Hollywood Division #1	1358 N Wilcox Ave	Los Angeles	90028	2905-00126B	No	8,696.79	L63
24	Los Angeles Police Department	Metro Jail #6 Reg	180 N Los Angeles Street	Los Angeles	90012	2905-00127D	TP-PRT-COLOR2	8,696.79	L59
25	Los Angeles Police Department	77th Division #4 Female	235 West 77th Street	Los Angeles	90003	3005-00129	TP-PRT-COLOR2	8,696.79	L62
26	Los Angeles Police Department	Foothill Division	12760 Osborne Street	Pacoima	91351	3005-00132A	TP-PRT-COLOR2	8,696.79	L60
27	Los Angeles Police Department	Southwest Division	1546 W.Martin Luther King Jr	Los Angeles	90062	3005-00137	No	8,696.79	L77
28	Los Angeles Police Department	Metro Jail #1	180 N. Los Angeles St.	Los Angeles	90012	3405-00148	TP-PRT-COLOR2	8,696.79	L65
29	Los Angeles Police Department	Valley Division 3 Female	6240 Sylmar Avenue	Van Nuys	91401	3405-00157C	TP-PRT-COLOR2	8,696.79	L78
30	Los Angeles Police Department	Hollywood Division #2	1358 N Wilcox Ave	Los Angeles	90028	3405-00159A	TP-PRT-COLOR2	8,696.79	L64
31	Los Angeles Police Department	West Valley	19020 Vanowen St	Reseda	91335-5114	3405-00160D	TP-PRT-COLOR2	8,696.79	L82
32	Los Angeles Police Department	Valley Division 2	6240 Sylmar Avenue	Van Nuys	91401	3505-00163A	TP-PRT-COLOR2	8,696.79	L80

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	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 13 (12-1-20 thru 11-30-21)	LSID
33	Los Angeles Police Department	77th St #3 Female	235 West 77th Street	Los Angeles	90003	3505-00165C	TP-PRT-COLOR2	8,696.79	L57
34	Los Angeles Police Department	Metro Jail #4 Felony	150 N. Los Angeles St.	Los Angeles	90012	3505-00168B	TP-PRT-COLOR2	8,696.79	L68
35	Los Angeles Police Department	Pacific Division	12312 Culver Blvd	Los Angeles	90066	4005-00175	TP-PRT-COLOR2	8,696.79	L73
36	Los Angeles Police Department	77th St #1 Male	235 West 77th Street	Los Angeles	90003	4005-00178C	TP-PRT-COLOR2	8,696.79	L55
37	Los Angeles Police Department	Topanga Division	21501 Schoenborn St	Canoga Park	91304	2705-00095C	TP-PRT-COLOR2	8,696.79	M79
38	Los Angeles Sheriffs Department	PSU #1	12440 E. Imperial Hwy	Norwalk	90650	1805-00002	No	8,696.79	M33
39	Los Angeles Sheriffs Department	Norwalk Station	12335 Civic Center Drive	Norwalk	90650	1905-00007B	TP-PRT-COLOR2	8,696.79	M29
40	Los Angeles Sheriffs Department	Lakewood Sheriff's Station	5130 North Clark Avenue	Lakewood	90712	1905-00011C	TP-PRT-COLOR2	8,696.79	M19
41	Los Angeles Sheriffs Department	LACRIS Test Reese	12440 E. Imperial Hwy	Norwalk	90650	2105-00025C	TP-PRT-COLOR2	8,696.79	M98
42	Los Angeles Sheriffs Department	IRC #2	450 Bauchet Street	Los Angeles	90012	2105-00026D	TP-PRT-COLOR2	8,696.79	M12
43	Los Angeles Sheriffs Department	IRC #6 Release	450 Bauchet Street	Los Angeles	90012	2105-00029B	TP-PRT-COLOR2	8,696.79	M16
44	Los Angeles Sheriffs Department	Cerritos Station	18135 Bloomfield Avenue	Cerritos	90703	2105-00030B	TP-PRT-COLOR2	8,696.79	M04
45	Los Angeles Sheriffs Department	IRC #1	450 Bauchet Street	Los Angeles	90012	2105-00031C	TP-PRT-COLOR2	8,696.79	M11
46	Los Angeles Sheriffs Department	IRC #4	450 Bauchet Street	Los Angeles	90012	2105-00033	TP-PRT-COLOR2	8,696.79	M14
47	Los Angeles Sheriffs Department	Pico Rivera Sheriff's Station	6631 Passons Road	Pico Rivera	90660	2105-00034A	TP-PRT-COLOR2	8,696.79	M32
48	Los Angeles Sheriffs Department	LACRIS Training #2	12440 E. Imperial Hwy	Norwalk	90650	2105-00038C	No	8,696.79	M13
49	Los Angeles Sheriffs Department	IRC #5	450 Bauchet Street	Los Angeles	90012	2205-00039A	No	8,696.79	M15
50	Los Angeles Sheriffs Department	LACRIS Training #3	12440 E. Imperial Hwy	Norwalk	90650	2205-00040A	No	8,696.79	M17
51	Los Angeles Sheriffs Department	IRC #8 DNA	450 Bauchet Street	Los Angeles	90012	2205-00041A	TP-PRT-COLOR2	8,696.79	M18
52	Los Angeles Sheriffs Department	West Hollywood Sheriff's Station	720 North San Vicente Blvd	West Hollywood	90069	2205-00043B	TP-PRT-COLOR2	8,696.79	M39
53	Los Angeles Sheriffs Department	Temple Sheriff's Station	8838 Las Tunas Drive	Temple City	91780	2205-00046B	TP-PRT-COLOR2	8,696.79	M37
54	Los Angeles Sheriffs Department	CRDF #1	11705 Alameda Street	Lynwood	90262	2205-00047C	TP-PRT-COLOR2	8,696.79	M05
55	Los Angeles Sheriffs Department	CRDF #3 Juvy	11705 Alameda Street	Lynwood	90262	2205-00050B	TP-PRT-COLOR2	8,696.79	M07
56	Los Angeles Sheriffs Department	CRDF #2	11705 Alameda Street	Lynwood	90262	2305-00060C	No	8,696.79	M06
57	Los Angeles Sheriffs Department	Marina Del Rey Sheriff's Station	13851 Fiji Way	Marina Del Rey	90292	2505-00074C	TP-PRT-COLOR2	8,696.79	M26
58	Los Angeles Sheriffs Department	Crescenta Valley Sheriff's Station	4554 North Briggs Avenue	La Crescenta	91214	2505-00078B	TP-PRT-COLOR2	8,696.79	M08
59	Los Angeles Sheriffs Department	East Los Angeles Sheriff's Station	5019 East 3rd Street	Los Angeles	90022	2505-00080C	TP-PRT-COLOR2	8,696.79	M09

EXHIBIT C-1 - MAINTENANCE PRICE SCHEDULE AND EQUIPMENT LIST (Amended & Restated Pursuant to Amendment No. 7)

	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 13 (12-1-20 thru 11-30-21)	LSID
60	Los Angeles Sheriffs Department	Olympic Division	1130 S Vermont Ave	Los Angeles	90006	2605-00082A	TP-PRT-COLOR2	8,696.79	M01
61	Los Angeles Sheriffs Department	Coroners Office #2	1104 North Mission Road	Los Angeles	90012	2605-00083	TP-PRT-COLOR2	8,696.79	M28
62	Los Angeles Sheriffs Department	LCMC	2051 Marengo Street	Los Angeles	90033	2605-00086B	TP-PRT-COLOR2	8,696.79	M22
63	Los Angeles Sheriffs Department	Lost Hills Sheriff's Station	27050 Agoura Road	Agoura Hills	91301	2705-00096B	TP-PRT-COLOR2	8,696.79	M25
64	Los Angeles Sheriffs Department	Santa Clarita Valley Station	23747 Magic Mountain Pkwy	Valencia	91355	2705-00098B	TP-PRT-COLOR2	8,696.79	M36
65	Los Angeles Sheriffs Department	Lomita Sheriff's Station	26123 Narbonne Avenue	Lomita	90717	2805-00109B	TP-PRT-COLOR2	8,696.79	M24
66	Los Angeles Sheriffs Department	Industry Station #1	150 North Hudson Avenue	Industry	91744	2805-00112B	TP-PRT-COLOR2	8,696.79	M10
67	Los Angeles Sheriffs Department	Valley Jail React Unit	6240 Sylmar Avenue	Van Nuys	91401	3005-00134B	TP-PRT-COLOR2	8,696.79	M93
68	Los Angeles Sheriffs Department	CRDF #4 Female	11703 Alameda Street	Lynwood	90262	3005-00136B	TP-PRT-COLOR2	8,696.79	M90
69	Los Angeles Sheriffs Department	South La Station #1	1310 W Imperial Hwy	Los Angeles	90044	3005-00138A	TP-PRT-COLOR2	8,696.79	M23
70	Los Angeles Sheriffs Department	LACRIS Basement	12440 E. Imperial Hwy	Norwalk	90650	3005-00140B	No	8,696.79	M92
71	Los Angeles Sheriffs Department	Lancaster Station	501 West Lancaster Blvd	Lancaster	93554	3005-00143C	TP-PRT-COLOR2	8,696.79	M21
72	Los Angeles Sheriffs Department	Harbor Division	2175 John S Gibson Blvd	Los Angeles	90731	3105-00144B	TP-PRT-COLOR2	8,696.79	M31
73	Los Angeles Sheriffs Department	LACRIS Training #5	12440 E. Imperial Hwy	Norwalk	90650	3105-00145A	TP-PRT-COLOR2	8,696.79	L75
74	Los Angeles Sheriffs Department	Carson Station	21356 South Avalon Blvd	Carson	90745	3405-00152A	TP-PRT-COLOR2	8,696.79	M03
75	Los Angeles Sheriffs Department	San Dimas Station	270 S. Walnut Avenue	San Dimas	91773	3405-00154A	TP-PRT-COLOR2	8,696.79	M35
76	Los Angeles Sheriffs Department	Walnut Station	21695 Valley Boulevard	Walnut	91789	3405-00156B	TP-PRT-COLOR2	8,696.79	M38
77	Los Angeles Sheriffs Department	CRDF #5	11703 Alameda Street	Lynwood	90262	3505-00162	TP-PRT-COLOR2	8,696.79	M20
78	Los Angeles Sheriffs Department	Avalon Station	215 Summer Avenue	Avalon	90704	3505-00166	TP-PRT-COLOR2	8,696.79	M02
79	Los Angeles Sheriffs Department	PSU #2	12440 E. Imperial Hwy	Norwalk	90650	3505-00167	TP-PRT-COLOR2	8,696.79	M34
80	Los Angeles Sheriffs Department	LACRIS Training #4	12440 E. Imperial Hwy	Norwalk	90650	3505-00169A	TP-PRT-COLOR2	8,696.79	L81
81	Los Angeles Sheriffs Department	LACRIS Training #6	12440 E. Imperial Hwy	Norwalk	90650	4005-00174	TP-PRT-COLOR2	8,696.79	L72
82	Los Angeles Sheriffs Department	Palmdale Station	750 East Avenue Q	Palmdale	93550	4105-00179A	TP-PRT-COLOR2	8,696.79	M30
83	Los Angeles World Airport Police		6320 96th Street	Los Angeles	90045	3305-00147A	TP-PRT-COLOR2	8,696.79	L71
84	Los Cerritos Court		10025 East Flower Street	Bellflower	90703	3005-00139A	TP-PRT-COLOR2	8,696.79	M67
85	Los Padrinos Juvenile Court		7281 Quill Drive	Downey	90242	2305-00055	TP-PRT-COLOR2	8,696.79	M68
86	Los Padrinos Juvenile Hall		7285 Quill Drive	Downey	90242	2205-00048A	TP-PRT-COLOR2	8,696.79	L89

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	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 13 (12-1-20 thru 11-30-21)	LSID
87	Manhattan Beach Police Dept.		420 15th Street	Manhattan Beach	90266	4105-00181A	TP-PRT-COLOR2	8,696.79	L26
88	Mental Health Department		1150 N San Fernando Rd	Los Angeles	90065	3005-00130A	TP-PRT-COLOR2	8,696.79	M69
89	Metropolitan Court		1945 South Hill Street	Los Angeles	90007	2105-00023A	TP-PRT-COLOR2	8,696.79	M70
90	Michael D Antonovich Antelope Valley Court		42011 4th Street West	Lancaster	93534	3005-00142A	TP-PRT-COLOR2	8,696.79	M71
91	Monrovia Police Department		140 East Lime Avenue	Monrovia	91016	2805-00103	TP-PRT-COLOR2	8,696.79	L28
92	Montebello Police Department		1800 West Beverly Blvd	Montebello	90640	2105-00032C	TP-PRT-COLOR2	8,696.79	L29
93	Monterey Park Police Department		310 West Newmark Avenue	Monterey Park	91754	3505-00164B	TP-PRT-COLOR2	8,696.79	L30
94	Norwalk Court		12720 Norwalk Blvd	Norwalk	91650	1905-00008A	TP-PRT-COLOR2	8,696.79	M72
95	Palos Verdes Estates Police Dept		340 Palos Verdes Dr West	Palos Verdes Estates	90274	3005-00131C	TP-PRT-COLOR2	8,696.79	L31
96	Pasadena Court		300 E Walnut Avenue	Pasadena	91011	2805-00116A	TP-PRT-COLOR2	8,696.79	M73
97	Pasadena Police Department	#1 (Adult)	207 North Garfield Ave	Pasadena	91101	1905-00010B	TP-PRT-COLOR2	8,696.79	L32
98	Pasadena Police Department	#2 (Juvy)	207 North Garfield Ave	Pasadena	91101	2605-00090A	TP-PRT-COLOR2	8,696.79	L33
99	Pomona North Court		350 West Mission Blvd	Pomona	91766	1905-00006B	TP-PRT-COLOR2	8,696.79	M74
100	Pomona Police Department		490 West Mission Blvd	Pomona	91766	2705-00101C	TP-PRT-COLOR2	8,696.79	L34
101	Pomona South Court		400 Civic Center Plaza	Pomona	91766	1905-00004A	TP-PRT-COLOR2	8,696.79	M75
102	Probation Central Juvenile Hall		1605 Eastlake Avenue	Los Angeles	90033	2505-00076C	TP-PRT-COLOR2	8,696.79	L86
103	Probation Pre Trial Services	Probation	433 Bauchett	Los Angeles	90063	4105-00182A	TP-PRT-COLOR2	8,696.79	L69
104	Redondo Beach Police Dept		401 Diamond Street	Redondo Beach	90277	2305-00061B	TP-PRT-COLOR2	8,696.79	L35
105	Rosemead Public Safety Center		3018 N. Charlotte Ave	Rosemead	91780	3105-00146	TP-PRT-COLOR2	8,696.79	M40
106	San Fernando Court		900 3rd Street	San Fernando	90310	2505-00079A	TP-PRT-COLOR2	8,696.79	M76
107	San Fernando Juvenile Probation		16350 Filbert Street	Sylmar	91342	2605-00091A	TP-PRT-COLOR2	8,696.79	L95
108	San Fernando Police Department		910 1st Street	San Fernando	91340	2705-00097C	TP-PRT-COLOR2	8,696.79	L36
109	San Gabriel Police Department		625 South Del Mar Ave	San Gabriel	91766	2305-00067C	TP-PRT-COLOR2	8,696.79	L37
110	San Marino Police Department	Cal State Northridge Univ PD	18111 Nordhoff St	Northridge	91330	2305-00066B	TP-PRT-COLOR2	8,696.79	L38
111	Santa Clarita Court		23747 W Valencia Blvd	Valencia	91355	2705-00093	TP-PRT-COLOR2	8,696.79	M77
112	Santa Monica Police Department		333 West Olympic Drive	Santa Monica	90401	2605-00087	TP-PRT-COLOR2	8,696.79	L39
113	Sierra Madre Police Department		242 West Sierra Madre Blvd	Sierra Madre	91024	2705-00100A	TP-PRT-COLOR2	8,696.79	L40

EXHIBIT C-1 - MAINTENANCE PRICE SCHEDULE AND EQUIPMENT LIST (Amended & Restated Pursuant to Amendment No. 7)

	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 13 (12-1-20 thru 11-30-21)	LSID
114	Signal Hill Police Department		2745 Walnut	Signal Hill	90755	2205-00049B	TP-PRT-COLOR2	8,696.79	L41
115	South Gate Police Department		8620 California Ave.	South Gate	90280	2105-00017C	TP-PRT-COLOR2	8,696.79	L42
116	South Pasadena Police Dept		1422 Mission Street	South Pasadena	91030	2605-00089A	TP-PRT-COLOR2	8,696.79	L43
117	Stanley Mosk Courthouse		111 North Hill Street	Los Angeles	90012	2105-00027C	TP-PRT-COLOR2	8,696.79	M78
118	Torrance Court		825 Maple Street	Torrance	90503	2805-00117	TP-PRT-COLOR2	8,696.79	M80
119	Torrance Police Department		3300 Civic Center Drive N	Torrance	90503	2805-00114C	TP-PRT-COLOR2	8,696.79	L44
120	UCLA Security Police Department		601 Westwood Plaza	Los Angeles	90095	3405-00150	TP-PRT-COLOR2	8,696.79	L45
121	Van Nuys West Court		14400 Erwin Street Mall	Van Nuys	91401	2705-00092	TP-PRT-COLOR2	8,696.79	M81
122	Vernon Police Department		4305 Santa Fe Ave	Vernon	90058	2105-00037A	TP-PRT-COLOR2	8,696.79	L46
123	West Covina Court		1427 West Covina Parkway	West Covina	91790	1905-00009C	TP-PRT-COLOR2	8,696.79	M82
124	West Covina Police Department		1444 West Garvey Ave S	West Covina	91790	2505-00075C	TP-PRT-COLOR2	8,696.79	L47
125	Whittier Police Department		13200 Penn St	Whittier	90601	2805-00110B	TP-PRT-COLOR2	8,696.79	L48
126	Long Beach Police Department	Records	400 West Broadway	Long Beach	90802	1-18912285, TP-PRT-COLOR2	TP-PRT-COLOR2	8,696.79	LBDP
176	Los Angeles Sheriffs Department	Norwalk Central Site	12440 E. Imperial Hwy	Norwalk	90650	1-17644140, 77KJ751	TP-PRT-COLOR2	8,696.79	LASD - LACRIS - Printer
177	Los Angeles Sheriffs Department	Norwalk Central Site	12440 E. Imperial Hwy	Norwalk	90650	1-17644140, 9929XB6	TP-PRT-DUP	8,696.79	LASD - LACRIS - Printer
178	Los Angeles Sheriffs Department	Norwalk Central Site	12440 E. Imperial Hwy	Norwalk	90650	1255-1, TPE-CEN-MGMTSVR2	NO	8,696.79	
179	Los Angeles Sheriffs Department	Hal	12440 E. Imperial Hwy	Norwalk	90650	1247-1, TPE-CEN-MGMTSVR2	NO	8,696.79	
180	Los Angeles Sheriffs Department	DNA Proxy	12440 E. Imperial Hwy	Norwalk	3/9/48	11521-01, TPE-CEN-CONTROLLE R2	NO	8,696.79	
							Annual Total	1,565,422.20	

Schedule 1 to Exhibit C-1 (Maintenance Price Schedule and Equipment List)

Amended & Restated Pursuant to Amendment No. 7

LiveScan Equipment Maintenance and Support Services

Idemia Identity & Security USA LLC - Agreement No. 77869

Maintenance Price Schedule Summary		
Initial Term	Dates	Price Per Year
Year 1	12/01/12 - 11/30/13	\$1,124,506.80
Year 2	12/01/13 - 11/30/14	\$1,163,864.54
Year 3	12/01/14 - 11/30/15	\$1,204,599.80
Year 4	12/01/15 - 11/30/16	\$1,246,760.79
Year 5	12/01/16 - 11/30/17	\$1,591,759.80
Year 6	12/01/17 - 11/30/18	\$1,639,513.80
Amendment 5		
Extension Term	12/01/18 - 11/30/19	\$1,688,698.80
Option Term	12/01/19 - 11/30/20	\$1,739,359.80
Amendment 7		
Extension Term	12/01/20 - 11/30/21	\$1,565,422.20
Pool Dollars		\$500,000.00
Maximum Contract Sum		\$13,464,486.33

Fixed Hourly Rate for Professional Services	\$180.00
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SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

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

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

Chief Executive Office

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/28/2020	
BOARD MEETING	11/17/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Chief Executive Officer	
SUBJECT	ACCEPT A GRANT AWARD FROM FIRST 5 LA TO SUPPORT THE DEVELOPMENT OF OFFICE OF CHILD SUPPORT'S COUNTYWIDE PREVENTION METRICS	
PROGRAM	Child Welfare and Protection Programs	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Grant award, approved by the First 5 LA Board of Commissioners will fund the next phase of development of the Countywide Prevention Metrics starting in November 2020.	
COST & FUNDING	Total cost: \$74,661	Funding source: First 5 LA FY2020-21 Programmatic Budget under Data Development & Integration
	TERMS (if applicable):	Not applicable
	Explanation: There will not be any impact to Net County Cost. The grant award does not have a matching requirement.	
PURPOSE OF REQUEST	The Board letter requests: 1. Delegate authority to the Chief Executive Officer to accept and execute a grant award from First 5 LA in the amount of \$74,661 to help fund the development of Countywide Prevention Metrics (CPM). 2. Delegate authority to apply for and accept grants from First 5 LA in future fiscal years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding is available.	
BACKGROUND (include internal/external issues that may exist)	On August 19, 2020, the First 5 LA Board of Commissioners approved a Strategic Partnership with the CIO for a total allocation of \$74,661 for one-year, with a re-evaluation of needs on an annual basis. The grant will fund the development of an initial set of standardized Countywide Prevention Metrics (CPM) to evaluate the effectiveness of prevention-plan implementation efforts. The Countywide Prevention Metrics (CPM) consist of impact and actionable indicators. Impact indicators are strategic population-level measures of the extent to which the County has achieved its broader Prevention Plan objectives and longer-term goals.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: William Kehoe, Manager, CEO-Office of the Chief Information Officer • 213-253-5600 BKehoe@cio.lacounty.gov	



FESIA A. DAVENPORT

County of Los Angeles

CHIEF EXECUTIVE OFFICE

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

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

November 17, 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:

ACCEPT A GRANT AWARD FROM FIRST 5 LA TO SUPPORT THE DEVELOPMENT OF OFFICE OF CHILD PROTECTION'S COUNTYWIDE PREVENTION METRICS

(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)

SUBJECT

The Assistant Chief Executive Officer (CEO) is requesting Board approval to accept and execute a grant award in the amount of \$74,661 from First 5 LA, to support the development of Countywide Prevention Metrics for the Office of Child Protection (OCP).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Assistant Chief Executive Officer to accept and execute a grant award with First 5 LA in the amount of \$74,661 to help fund the development of Countywide Prevention Metrics.
2. Delegate authority to apply for and accept grants from First 5 LA in future fiscal years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding is available and granted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County Chief Information Office (CIO) - along with County Department partners and Office of Child Protection, First 5 LA, USC's Children's Data Network (CDN), and other key stakeholders - have developed an initial set of standardized Countywide

"To Enrich Lives Through Effective And Caring Service"

Please Conserve Paper – This Document and Copies are Two-Sided

Prevention Metrics (CPM) to evaluate the effectiveness of prevention-plan implementation efforts.

The Countywide Prevention Metrics (CPM) consist of impact and actionable indicators. Impact indicators are strategic population-level measures of the extent to which the County has achieved its broader Prevention Plan objectives and longer-term goals. Impact indicators are strategic-level measures of the extent to which the County has achieved its broader Prevention Plan objectives and longer-term goals at the population level. Actionable indicators are operational-level measures of the performance of key programs and initiatives that relate to the Prevention Plan.

This grant is a result of a Strategic Partnership between the CEO and First 5 LA to continue development of CPM to:

- Pilot a new County metrics framework by identifying a set of outcome measures for one priority area. CEO shall ensure that these new outcome measures are aligned with the County Strategic Plan;
- Explore options to post outcome measures on the County's website for public consumption; and
- Develop a plan to display outcome measurement data within participating departments in order for departmental employees to see how their work contributes to the overall success of the County's service delivery.

IMPLEMENTATION OF STRATEGIC PLANNING GOALS

The recommended action supports Strategy III.2, *Embrace Digital Government for the Benefit of Our Internal Customers and Communities* and III.3, *Pursue Operational Effectiveness, Fiscal Responsibility and Accountability* of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The grant award of \$74,661 will fund the development of CPM. There are no matching requirements for this grant.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions to this recommended action.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

On August 19, 2020, the First 5 LA Board of Commissioners approved a Strategic Partnership with the CIO for a total allocation of \$74,661 for one-year, with a re-evaluation of needs on an annual basis. The funds will be paid from the Measurement, Learning &

The Honorable Board of Supervisors
11/17/2020
Page 3

Evaluation Programmatic Budget. Funds for FY 2020-2021 are included within the current First 5 LA Programmatic Budget under Data Development & Integration, which was approved by the Board of Commissioners on July 2020.

CONCLUSION

Upon your Board's approval, the Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board letter to the Chief Executive Officer.

Respectfully submitted,

Fesia A. Davenport
Acting Chief Executive Officer

SAH:JJ:BK:PL:pa

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