



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

DATE: April 28, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

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

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**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 after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
REQUEST APPROVAL OF SOLE SOURCE CONTRACT #21-001 WITH
DIGITAL FOUNDRY, INC.
RR/CC – Dean Logan, Registrar-Recorder/County Clerk
 - B) Board Letter:
AUTHORIZATION TO ACCEPT AND EXECUTE CONTRACTUAL
DOCUMENTS ON BEHALF OF THE COUNTY IN SUPPORT OF THE
LOS ANGELES DEPARTMENT OF WATER AND POWER'S
COMMUNITY EMISSIONS REDUCTION GRANT PROGRAM
ISD – Minh Le, General Manager and
Laura Iannaconne, Administrative Manager

CONTINUED ON PAGE 2

C) Board Letter:

CONVEYANCE OF SURPLUS PROPERTY FROM THE COUNTY OF
LOS ANGELES TO GHEORGHE PINZARU FOR FAIR MARKET
VALUE- ASSESSOR'S IDENTIFICATION NUMBERS: 2006-031-900
AND 901 UNINCORPORATED CHATSWORTH/CANOGA PARK AREA
CEO/RE – Michael Rodriguez, Section Head, CEO

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

CEO/SI– AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO APPLY ON
BEHALF OF THE COUNTY FOR THE 2-1-1 DIALING CODE DESIGNATION
WITH THE STATE OF CALIFORNIA PUBLIC UTILITIES COMMISSION

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	4/28/2021	
BOARD MEETING	5/18/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	(ALL DISTRICTS) (3 VOTES)	
DEPARTMENT	Registrar-Recorder/County-Clerk	
SUBJECT	REQUEST APPROVAL OF SOLE SOURCE CONTRACT #21-001 WITH DIGITAL FOUNDRY, INC.	
PROGRAM	Voting Solutions for All People (VSAP)	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Digital Foundry (DF) has been an instrumental and strategic contract partner to VSAP providing Tally System (Tally) and VSAP Ballot Layout Application (VBL) subject matter expert for over five (5) years. Digital Foundry is the system architect and developed the Tally and VBL systems since the start of the project. In that time, they amassed experience via multiple elections which include the 2018 Gubernatorial General, 2020 Presidential Primary, and 2020 Presidential General Election and three (3) Secretary of State system certification efforts. On boarding a new contractor for this project would delay the software development and system certification and put the 2022 Gubernatorial Primary Election at risk. Digital Foundry's services are also critical in supplying program changes and technical support for a possible Governor Recall Election that could have more candidates than the current VBM ballot can support.	
DEADLINES/ TIME CONSTRAINTS	The sole source contract will ensure continuity of services to ensure SOS certification prior to the 2022 Gubernatorial Primary Election.	
COST & FUNDING	Total cost: \$8,884,000. Ten percent (10%) delegated authority requested may increase total sum to no more than \$9,772,400.	Funding source: Funding for the one-year term at \$8,884,000 was submitted to the CEO as part of the Departmental Fiscal Year (FY) 2021-22 Recommended Budget.
	TERMS (if applicable): Contract will be effective upon execution for one year at the costs identified above.	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of the recommended agreement with Digital Foundry is to complete the development and implementation of the VSAP Tally System (Tally) Version 4.0 and Ballot Layout Application (VBL) Version 3.0 scheduled to start in mid-2021. SOS certification will require major updates to the existing application, which include addition of Bengali, Burmese, Gujarati, Indonesian, Mongolian, and Telugu to meet language requirements of Assembly Bill 918 and the new California Elections Code Section 14201. The SOS is also requiring any subsequent versions of Tally or VBL to meet or exceed Federal Information Processing Standards (FIPS) 140-2 cryptographic compliance. In addition, Digital Foundry is to complete the Tally and VBL knowledge transfer project. A team of county employees led by Digital Foundry is currently participating in the code walkthroughs and code review. The county is seeking to gain greater proficiency and independence from Digital Foundry.	
BACKGROUND (include internal/external issues that may exist)	The Department engaged with Digital Foundry under a competitive Enterprise Master Services Agreement (ESMA) Work Order (No. 2016-010) on July 18, 2016 to architect, develop and prototype a VSAP Tally solution capable of processing and tabulating the new VSAP Vote by Mail (VBM) paper ballots. On January 10, 2018 the Department amended the work order to extend the engagement to June 30, 2018 and add scope to develop and test an initial Version 1.1.2.2 release of the VSAP Tally System, supporting core Tally functionality only, and gain SOS approval for its use to tally VBM ballots in the November 6, 2018 Gubernatorial General Election. The Department, with the authorization of the Board of Supervisors, entered into a Sole Source contract on June 12, 2018 for the Development of VSAP Tally 2.0. This new version allowed for the tally of BMD ballots, in addition to the VBM ballots. VSAP Tally 2.0 was implemented during the March 3, 2020 Election. On October 1, 2020, the SOS granted conditional approval for VSAP 2.1 which included Tally 2.2.2.31 and VBL 1.1.3. VSAP 2.1 was successfully implemented during the November 3, 2020 Presidential General Election. During this time development of new features and capabilities based on the feedback from the 2020 elections were being added to Tally Version 3.0 and VBL Application Version 2.0.	
DEPARTMENTAL AND OTHER CONTACTS	Dean C. Logan, Registrar-Recorder/County Clerk (562) 462-2716 dlogan@rrcc.lacounty.gov	



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

May 18, 2021

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:

**REQUEST APPROVAL OF SOLE SOURCE CONTRACT #21-001 WITH
DIGITAL FOUNDRY, INC.
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval to execute Sole Source Contract #21-001 with Digital Foundry, Inc. (Digital Foundry) to provide continued Tally System and Ballot Layout Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute a Sole Source Contract substantially similar to Attachment I effective for a period of one (1) year. The contract sum over the contract term is eight million, eight hundred eighty-four thousand dollars (\$8,884,000).
2. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments to: (1) make changes to the Statement of Work as operationally necessary provided that Chief Information Office and County Counsel approval is obtained, and (2) to make any other necessary changes which do not materially alter any term or condition of the Contract provided that Chief Information Office and County Counsel approval is obtained.

3. Delegate authority to the RR/CC, or designee, to execute changes to the contract sum of eight million, eight hundred eighty-four thousand dollars (\$8,884,000), including an increase of no more than ten percent (10%) total, or eight hundred eighty-eight thousand four hundred (\$888,400), over the contract sum provided that approval from Chief Executive Office and County Counsel approval is obtained.
4. Delegate authority to the RR/CC, or designee, to terminate the Contract as necessary provided that County Counsel approval is obtained.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

On August 28, 2017, the RR/CC engaged with Digital Foundry under a competitive Enterprise Services Master Agreement (ESMA) Work Order No. 2016-010, to assist in the architecting, development, and testing of a Voting Solutions for All People (VSAP) Tally System prototype capable of processing and tabulating new VSAP Vote By Mail (VBM) ballots.

On January 10, 2018, the successful outcomes of the prototyping effort led the RR/CC to extend ESMA Work Order No. 2016-010 to June 30, 2018, to add scope to develop and test the Version 1.1.2.2 production release of the VSAP Tally System supporting core Tally functionality only, and gain Secretary of State (SOS) approval for its use to tally VBM ballots in the November 6, 2018 Gubernatorial General Election.

On January 18, 2018, per Board Policy 5.100, the RR/CC provided Board notification of intent to enter into negotiations for a Sole Source Agreement with Digital Foundry for continued development and support of a full-featured VSAP Tally Solution capable of processing both Ballot Marking Device (BMD) and VBM ballots and fully integrated into the end-to-end VSAP solution. This new version allowed for the tally of BMD ballots, in addition to the VBM ballots. VSAP Ballot Layout (VBL) was added to enable election managers to import election data, configure elections, and generate full-face VBM ballots. VSAP Tally 2.0 was implemented during the March 3, 2020 Presidential Primary Election. On October 1, 2020, the California Secretary of State granted conditional approval for VSAP 2.1 which included Tally 2.2.2.31 and VBL 1.1.3. VSAP 2.1 was successfully implemented during the November 3, 2020 Presidential General Election. During this time development of new features and capabilities based on feedback from the 2020 elections were being added to Tally Version 3.0 and VBL Application Version 2.0.

Additional Development for Secretary of State Certification

The purpose of the recommended agreement with Digital Foundry is to complete the development and implementation of the VSAP Tally System (Tally) Version 4.0 and Ballot Layout Application (VBL) Version 3.0 scheduled to start in mid-2021. SOS certification will require major updates to the existing application, which include addition of Bengali, Burmese, Gujarati, Indonesian, Mongolian, and Telugu to meet language requirements of Assembly Bill 918 and the new California Elections Code Section 14201. The SOS is also requiring any subsequent versions of Tally or VBL to meet or exceed Federal Information Processing Standards (FIPS) 140-2 cryptographic compliance. In addition,

Digital Foundry is to complete the Tally and VBL knowledge transfer project. A team of county employees led by Digital Foundry is currently participating in the code walkthroughs and code review. The county is seeking to gain greater proficiency and independence from Digital Foundry.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. III, Technology/Innovation: Improve the use of technology so that Department personnel can work together efficiently to solve workplace challenges. The sole source contract will continue design, development, testing, and refinement of new versions of the VSAP Tally System and VBL Application leading up to and during the June 7, 2022 Gubernatorial Primary Election.

FISCAL IMPACT / FINANCING

The cost of the recommended contract is \$8,884,000. If the ten percent (10%) delegated authority amount is utilized, the total contract cost will increase by \$888,400 for a maximum contract sum of \$9,772,400. Funding request for the one-year term at \$8,884,000 was submitted to the CEO as part of the Departmental Fiscal Year (FY) 2021-22 Recommended Budget.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The RR/CC has determined that provisions of the County's Living Wage Program (County Code Chapter 2.201) and of the County's Low-Cost Labor Resource Program (Board Policy 5.030) do not apply to this contract.

The contract contains Board required provisions including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Duty Ordinance, and Child Support Compliance Programs. In addition, Digital Foundry is required to notify the County when the contract term is within six (6) months from expiration and when it has reached seventy-five percent (75%) of the authorized Contract Sum.

The Department believes the language negotiated is commercially reasonable and does not impose an unacceptable risk or burden to the County.

CONTRACTING PROCESS

In accordance to Board Policy 5.100 (Policy), the Department sent the Board notification of intent to enter into Sole Source negotiations with Digital Foundry on February 3, 2021. Negotiations proceeded after the four (4) week wait period.

The required Sole Source Checklist (Attachment II) identifies the Department's need for a Sole Source contract with Digital Foundry.

The Chief Executive Office (CEO) has reviewed and recommends approval of this Board Letter. CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended sole source contract as to form. The Chief Information Office (CIO) recommends approval of this request and a formal CIO Analysis is attached (Attachment III). County Counsel has reviewed this Board letter and approved as to form.

IMPACT ON CURRENT SERVICES

Your Board's approval of the noted actions will ensure continuity of services for SOS certification prior to the 2022 Gubernatorial Primary Election.

Respectfully submitted,

Reviewed by:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

WILLIAM S. KEHOE
Chief Information Officer

DCL:EP:AB
AN:VW:jw

Attachments

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE DIGITAL FOUNDRY, INC.

FOR

TALLY SYSTEM AND BALLOT LAYOUT SERVICES

CONTRACT NUMBER: #21-001

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G	Form Required at the Time of Contract Execution
	Appendix G1-IT (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement)
H	Jury Service Ordinance
I	Safely Surrendered Baby Law
J	Intentionally Omitted
K	Intentionally Omitted
L	Intentionally Omitted
M	Forms Required at the Time of Contract Execution
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	Appendix M2 (Contractor's Assignment and Transfer of Copyright)
	Appendix M3 (Notary Statement for Assignment and Transfer of Copyright)
N	Intentionally Omitted
O	Intentionally Omitted
P	Information Security and Privacy Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE DIGITAL FOUNDRY, INC.
FOR
TALLY SYSTEM AND BALLOT LAYOUT SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and The Digital Foundry, Inc., hereinafter referred to as "Contractor". Contractor is located at 1707 Tiburon Boulevard, Tiburon, California 94920.

RECITALS

WHEREAS, the County may contract with private businesses for software planning and implementation Services;

WHEREAS, the Contractor is a private firm specializing in providing software planning and implementation Services;

WHEREAS, the County has a need for continued software planning and implementation Services in support of the current phase of the Voting Solutions for All People ("VSAP") Project's Tally Solution;

WHEREAS, Contractor previously provided software planning and implementation Services in support of a prior phase of the VSAP Project Tally Solution under an Enterprise Services Master Agreement 2016.6, Work Order 2016-010, and Contract #18-002;

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for software planning and implementation Services; and

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

1 APPLICABLE DOCUMENTS

Appendices A, B, C, D, E, F, G, H, I, M, and P 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 Appendices, or between Exhibits or Appendices, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits or Appendices according to the following priority.

Standard Appendices:

- | | | |
|------|---------------|---|
| 1.1 | Appendix A - | Statement of Work |
| 1.2 | Appendix B - | Pricing Schedule |
| 1.3 | Appendix C - | Contractor's Proposed Schedule |
| 1.4 | Appendix D - | Contractor's EEO Certification |
| 1.5 | Appendix E - | County's Administration |
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| 1.7 | Appendix G - | Contractor Acknowledgement and Confidentiality Agreement |
| 1.8 | Appendix H - | Jury Service Ordinance |
| 1.9 | Appendix I - | Safely Surrendered Baby Law |
| 1.10 | Appendix J - | Intentionally Omitted |
| 1.11 | Appendix K - | Intentionally Omitted |
| 1.12 | Appendix L - | Intentionally Omitted |
| 1.13 | Appendix M1 - | Individual's Assignment and Transfer of Copyright |
| 1.14 | Appendix M2 - | Contractor's Assignment and Transfer of Copyright |
| 1.15 | Appendix M3 - | Notary Statement for Assignment and Transfer of Copyright |
| 1.16 | Appendix N - | Intentionally Omitted |
| 1.17 | Appendix O - | Intentionally Omitted |
| 1.18 | Appendix P - | Information Security and Privacy Requirements |

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

2 DEFINITIONS

2.1 Standard Definitions:

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 and capitalized terms elsewhere in the Contract, Appendices, or Exhibits shall have the meaning as defined, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Acceptance:** As used herein, the term shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests, provided by Contractor to County pursuant to this Contract.
- 2.1.2 **Amendment:** As used herein, the term shall have the meaning specified in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.3 **Agile Methodology:** A proven methodology for ensuring that the County, as the Product Owner, iteratively builds a solution that meets its requirements while adapting quickly to changes in priorities and technical understandings.
- 2.1.4 **Base Term:** As used herein shall mean the same as set forth in Section 4 (Term of Contract).
- 2.1.5 **Board of Supervisors, Board, or BOS:** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.6 **Business Day(s):** As used herein, the term, whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.

- 2.1.7 **Business Hour(s):** As used herein, the term, whether singular or plural, shall mean 9:00 a.m. to 5:00 p.m. PT during Business Days.
- 2.1.8 **Chief Executive Office or CEO:** As used herein, the terms shall mean County's Chief Executive Office.
- 2.1.9 **Change Notice:** As used herein, the term shall have the meaning given to such term in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.10 **Change Order:** As used herein, the term shall mean the terms of any Optional Work agreed to by County and Contractor applicable to Appendix A (Statement of Work).
- 2.1.11 **Confidential Information:** As used herein, the term shall mean any data or information, in any format, and includes sensitive financial information, any County Data and any other information otherwise deemed confidential by County or by applicable Federal, State or local law, as further specified in Paragraph 7.6 (Confidentiality).
- 2.1.12 **Contract:** This agreement executed between County and Contractor. Included are all exhibits, appendices, and supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.13 **Contract Deficiency Report:** This term as used herein shall have the same meaning as set forth in Section 5.2 (Contract Deficiency Report) of the Statement of Work.
- 2.1.14 **Contract Sum or Total Contract Sum:** As used herein, the term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 5 (Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor, without written consent of County.
- 2.1.15 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the

County to perform or execute the work covered by this Contract.

2.1.16 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.17 **County:** The County of Los Angeles in the State of California.

2.1.18 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.1.19 **County Data:** As used herein, the term shall mean all data and information provided or owned by County, whether stored on-line or off-line, which will be used by Contractor for providing Work under this Contract.

The County shall limit Contractor's access to the "minimum necessary" amount of data and information for Contractor to perform its Services under this Contract. County shall not cause or require Contractor to create, receive, maintain, transmit, or otherwise view any other information or data. All County Data shall be provided by County in accordance with its privacy and information security policies.

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

2.1.21 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

2.1.22 **County Source Materials:** This term as used herein shall mean the items listed in the Statement of Work to be delivered by County to Contractor, used by Contractor at County's direction, or otherwise delivered by County to Contractor, including County provided materials, value-added content, specifications and instructions, data, and Third-Party Materials (as hereinafter defined). County shall be

solely responsible to obtain all necessary licensing rights for County Source Materials.

County shall provide and Contractor may include in a Deliverable or utilize in the performance of its Services the following County Source Material:

- All requirements (functional, nonfunctional, technical, creative, legal, regulatory, etc.), sample/production content, project dependent systems/services (APIs) with documentation, and project related environments (including, but not limited to project specific hardware such as scanners, servers, printers, etc.).
- Access to project-related County and third-party materials, including, but not limited to:
 - Project related vision, strategy and objectives documentation.
 - Project related hardware, software, services, APIs, graphical elements, and related documentation.
- All licensing and legal rights for the parties to use project-related County and third-party materials in the environments.
- Timely feedback throughout the engagement.

2.1.23 **Day(s):** Whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.

2.1.24 **Debarment:** This term as used herein shall mean the process that precludes an existing contractor and/or proposer from: submitting a response to a County solicitation, being awarded a contract, and/or performing Work on a County contract.

2.1.25 **Deficiency or Deficiencies:** As used herein, the term, whether singular or plural, shall mean and include any defect(s) in the Deliverables; deviation(s) from mutually agreed upon standards; deviation(s) from any County approved Deliverables or Specifications under the Contract; and/or other

problems caused by Contractor's performance of its Services which result in the system, or any system component, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications, System Requirements and System Performance Requirements.

- 2.1.26 **Deliverables:** This term as used herein shall mean the deliverables produced by Contractor as a result of the Services it provides to the County under the SOW. Deliverables shall be limited to Value Added Content and Project Software produced by Contractor. Deliverables shall not include any County Source Materials (including, but not limited to Third-Party Materials), or Contractor proprietary software.
- 2.1.27 **Department of Registrar-Recorder/County Clerk or Department:** Department and staff responsible for the update and file maintenance of voter registration records and the conduct of elections in County. <https://www.lavote.net/>. Headquarters is located at 12400 Imperial Highway, Norwalk, California 90650.
- 2.1.28 **Effective Date:** As used herein shall mean the date identified in the Preamble to this Contract, which is the date as of which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Board.
- 2.1.29 **Elections** (i.e., Federal, Statewide, and Local): A formal and organized process for electing a candidate.
- 2.1.30 **Extension(s):** This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).
- 2.1.31 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.32 **Non-Responsibility:** This term as used herein shall mean a finding by the County that a proposer is incapable of performing as a responsible County contractor, based on past performance history or other relevant documentation.

2.1.33 **Non-Responsive:** This term as used herein shall mean the failure of a proposer to comply with all solicitation requirements making the proposer ineligible for consideration in that specific proposal evaluation process.

2.1.34 **Personally, Identifiable Information or PII:** This term as used herein 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 “non-public personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.

The County shall limit Contractor’s access to the “minimum necessary” amount of PII for Contractor to perform its Services under this Contract. The parties agree the minimum necessary amount of PII for Contractor to perform its Services is basic contact information (name, title, telephone number, email address) for County employees working with Contractor on the Project. County shall not cause or require Contractor to create, receive, maintain, transmit, or otherwise view any other internal or external PII.

2.1.35 **Product Backlog:** This term as used herein shall mean a list of County prioritized Project activities and user stories. For the purposes of the SOW, the Product Backlog will be maintained in a JIRA instance, or in another format mutually agreed to by the County and the Contractor.

2.1.36 **Project:** This term as used herein shall mean an engagement described in the Statement of Work in which Contractor provides certain Services and produces certain Deliverables for the County.

- 2.1.37 **Project Software:** This term as used herein shall mean the software developed by Contractor specifically hereunder that is included in the Project. Project Software shall not include any County Source Materials (including, but not limited to Third-Party Materials (as hereinafter defined)), Contractor proprietary software, or Value-Added Content.
- 2.1.38 **Registrar-Recorder/County Clerk:** This term as used herein shall mean the Head of the Department of Registrar-Recorder/County Clerk of the County of Los Angeles.
- 2.1.39 **Responsible:** As used herein shall mean a proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030) and has the financial and managerial ability to perform the required work.
- 2.1.40 **Responsive:** As used herein shall mean a proposal submitted to the County that complies with all solicitation requirements.
- 2.1.41 **Services:** This term as used herein shall mean the services provided by Contractor under the SOW to create the Value-Added Content and the Project Software, or to provide knowledge transfer and transitional services.
- 2.1.42 **State:** As used herein, the term shall mean the State of California.
- 2.1.43 **Statement of Work or SOW:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services stated in Appendix A (Statement of Work).
- 2.1.44 **Statewide Election:** An election held throughout the State. "Uniform District Election Law" (UDEL) (also known as Local and Municipal Consolidated Election) - An election conducted in November of odd number years (i.e., 2021, 2023, 2025; etc.).
- 2.1.45 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

- 2.1.46 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.47 **Tally System:** A system of hardware and software that reads and captures the vote selections on ballots, applies required business rules and adjudications, tabulates the totals of votes, ballots cast and other metrics, and publishes the results of the election. The Tally System also supports transparent auditing processes to ensure the accuracy and integrity of the election tally results.
- 2.1.48 **Task or task and Subtask or subtask:** As used herein, the terms, whether singular or plural, shall mean one of the areas of work to be performed under this Contract, including those identified as numbered Tasks and Subtasks in Appendix A (Statement of Work).
- 2.1.49 **Third-Party Materials:** This term as used herein shall mean any third-party hardware, software, data, services or value-added content included in a Project. County shall be solely responsible to obtain all necessary licensing rights for Third-Party Materials.

Responsibility for Third-Party Materials

The parties acknowledge that certain Third-Party Materials (including, but not limited to Third Party Software) may be required for a Project. In such event, County shall at its expense obtain appropriate licenses for such County approved Third Party Materials (including Third Party Materials provided to Contractor by County or used by Contractor at County's direction).

- 2.1.50 **Third-Party Software:** This term as used herein shall mean any third-party software included in a Project or used by Contractor to develop the Project Software or Value-Added Content. County shall be

solely responsible to obtain all necessary licensing rights for Third-Party Software.

2.1.51 **Value-Added Content:** This term as used herein shall mean any value-added content developed by Contractor for the Project at the request of County, including (but not limited to) Project documentation.

2.1.52 **Voting Solution for All People (VSAP) Ballot Layout Application, VSAP Ballot Layout (VBL) Application, or VBL Application:** This application will take ballot content from the Election Management System (EMS) in a standard data-interchange format and lay it out in the Vote by Mail (VBM) and Ballot Marking Device (BMD) ballot print formats, and generate the data files necessary to support processing of those ballots and the integration of the VSAP solution components, as required by VSAP specifications.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all Deliverables and Services.

3.2 If the Contractor provides any Deliverables and Services, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

4.1 The term of this Contract shall be one (1) year commencing after execution by the Registrar-Recorder/County Clerk or designee unless sooner terminated or extended, in whole or in part, as provided in this Contract.

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

4.2 The Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall

send written notification to the Department at the address herein provided in Appendix E (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 In consideration of the timely completion of the Services and Deliverables and in accordance with the terms and conditions herein, Contractor will be paid a fixed fee of eight million eight hundred eighty-four thousand US dollars (\$8,884,000.00) as specified in Appendix B (Pricing Schedule).

5.1.2 The fees and other applicable rates for the Term of the Contract are set forth in Appendix B (Pricing Schedule). Contractor's fees shall remain firm and fixed prices for the Term of the Contract. The RR/CC or designee, at their sole discretion, may increase the Contract Sum up to a maximum of ten percent (10%) of the Contract Sum, totaling nine million seven hundred seventy-two thousand four hundred Dollars (\$9,772,400.00) over the Term of the Contract, including any extensions thereof.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

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

5.5.2 The Contractor's invoices shall be priced in accordance with Appendix B (Pricing Schedule).

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

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service or as specified in an SOW.

5.5.5 All invoices under this Contract shall be submitted in pdf format via e-mail to the County Project Manager and the County Finance Services Section team (e-mail address

below). Include the Contract Number and address it to the County Project Director. Contractor shall also mail an invoice to:

Registrar-Recorder/County Clerk
Financial Services Section
12400 Imperial Highway
Room 7213
Norwalk, California 90650
E-mail: accountspayable@rrcc.lacounty.gov

5.5.6 County Approval of Invoices

The County's Project Manager will review each invoice for any discrepancies and will, within fourteen (14) calendar days of receipt thereof, (a) approve the amounts requested for payment thereon, which approval shall not be unreasonably withheld, or (b) notify Contractor in writing of any discrepancies found upon such review and deliver to the Contractor a list of disputed charges on such invoice. The Contractor shall review the disputed charges and either send a written explanation reasonably addressing the County's concerns or resubmit a revised invoice. If the County does not receive a written explanation for the charges within thirty (30) days of sending such notification, Contractor shall be deemed to have waived its right to receive payments for such disputed amounts, but may thereafter submit such disputed amounts in a subsequent invoice.

5.6 Intentionally Omitted

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

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

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

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

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

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

6.3 County's Project Manager

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

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

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

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

6.4 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

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

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

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

information. The fees associated with the background investigation shall be at the expense of the Contractor,

regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

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

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as reasonably determined by County and noticed to the Contractor in writing. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be

conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the

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

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

Contractor shall sign and adhere to the provisions of Appendix G1-IT (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, a mutually agreed upon amendment to the Contract shall be prepared and executed by the Contractor and by the RR/CC or designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to make the Contract consistent with the then-current County-wide contracting policies. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared, mutually agreed to, and executed by the Contractor and by RR/CC or designee.
- 8.1.3 The County reserves the right to initiate mutually agreeable Change Orders that either (i) do not (a) affect the Contract Term or Contract Sum or payments and (b) materially alter the

Contract. All such changes shall be executed with a Change Order to this Contract signed by the Contractor and by the County's Project Director (or either such party's designee); provided that any Change Order for Additional Work shall additionally require an additional Statement of Work, or amendment to the Statement of Work, and written approval of County's Chief Information Office and County Counsel. Should the Contractor's costs substantially increase due to an Amendment made pursuant to Paragraph 8.1.2, the parties will negotiate in good faith a Change Order to address those cost increases.

- 8.1.4 For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Contract, a written Change Notice may be prepared and executed by the RR/CC or designee and by the Contractor.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

the time of execution of the Contract, such disposition is an assignment requiring the prior written consent, not to be

unreasonably withheld, of County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Intentionally Omitted

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 (except if, and to the extent, a failure to comply results from (i) the use or inclusion of the County Source Materials, (ii) Contractor's conformance with County provided specifications, or (iii) Contractor's adherence to the County's written instructions or directions), as reasonably determined by County and noticed in writing to Contractor. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more

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

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent

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

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

openings with job requirements to:

GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

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

8.12.4 Contractor Hearing Board

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

demonstrated one or more of the following: 1)

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

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

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

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring

will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

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

connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The email or electronic signature of the Parties shall be deemed to constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided

by or on behalf of the Contractor.

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

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

8.23 Indemnification

8.23.1 The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage to the extent arising from (i) the gross negligence or willful or intentional misconduct of the County indemnitees, (ii) the use or inclusion of the County Source Materials, (iii) Contractor's compliance with County provided specifications, or (iv) Contractor's compliance with the County's written directions or instructions. In such case, County's counsel may participate in such defense. Contractor shall not enter into any settlement agreement as to such claims without County's consent.

8.24 General Provisions for all Insurance Coverage

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

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
12400 Imperial Highway
Room 5115
Norwalk, California 90650
Email: contracts@rrcc.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against

County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor

name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

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

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

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

8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

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

advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 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 (3) years following this Contract's expiration, termination or cancellation.

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 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 \$4 million.

8.25.4.6 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its

indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.47.1 Intentionally Omitted

8.26 Liquidated Damages

- 8.26.1 If, in the reasonable judgment of the Department Head, or his/her designee, the Contractor is deemed to be substantially non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly

payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action. If Contractor is able to cure the reasons for said action within five (5) days or in a reasonable time period as mutually agreed by the parties in writing, then County shall pay Contractor for any withheld or deducted amounts.

- 8.26.2 If the Department Head, or his/her designee, reasonably determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain reasonable time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one thousand dollars (\$1,000) per day if not remedied within the specified time frame or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart (Statement of Work Exhibit 3) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said

amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the unpaid payment to the Contractor from the County, as determined by the County. Liquidated damages under this Contract shall not exceed one thousand (\$1,000) per day.

- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor

to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Appendix D (Contractor's EEO Certification).

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

constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those

documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

the Contractor from publishing its role under this Contract within the following conditions:

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

- 8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it

has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract.

All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, or made available electronically provided that if any such material not made available electronically and is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this

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

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

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

8.40.2.2 A draft copy of the proposed subcontract; and

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

Email information above to contracts@rrcc.lacounty.gov

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

Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
12400 Imperial Highway
Room 5115
Norwalk, California 90650
Email: contracts@rrcc.lacounty.gov

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

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support

Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

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

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

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

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

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any Deliverables or Services required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Notwithstanding any provision of this Contract, including but not limited to subparagraph 9.10, Contractor shall be liable to the County for any and all excess costs incurred by the County, as reasonably determined by the County, for such similar goods and services up to ten percent (10%) of the pro-rated amount for any related Deliverable(s) as indicated in the SOW Payment Schedule under Invoice Amount. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default

arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.43.6 The Contractor may, by written notice to the County, terminate the whole or any part of this Contract, if, in the Contractor's reasonable judgment as noticed to the County in writing that the County has materially breached this Contract, which the County has failed to cure within thirty (30) days after said written notice.

8.44 Termination for Improper Consideration

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

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

- 8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully

comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or

selling agencies maintained by the Contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the

full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

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

8.53 Time Off for Voting

- 8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and

subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 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 Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract, except propriety materials owned by the Contractor and used in a Project (as to which the Contractor shall, upon payment of any of Contractor's invoices as to the deliverable such proprietary materials were included within, grant County an irrevocable, perpetual, non-exclusive, sublicenseable (through multiple tiers), fully paid-up, and transferrable license), and except County Source Materials and Third Party Materials (as to which the County shall be solely responsible to obtain all necessary licensing rights). The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret

disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract, except to the extent arising from i) the use or inclusion of the County Source Materials, ii) Contractor's conformance with County provided specifications, or iii) the County's written instructions or direction. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure (except to the extent arising from i) the use or inclusion of the County Source Materials, ii) Contractor's conformance with County provided specifications, or iii) the County's written instructions or direction), such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

9.5 Intentionally Omitted

9.6 Data Retention

For at least seven (7) years, County shall maintain a tracked version of the Project and shall, at County's reasonable discretion, make it available to Contractor in the event of reasonable anticipation of litigation against Contractor relating to the Project; provided that Contractor shall at all times encrypt any such copy pursuant to then-

current encryption standards reasonably agreed to by the County and Contractor.

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Limited Liability

Any monetary liability of Contractor to County, except as to subparagraph 8.43.2, with respect to each Statement of Work shall be limited to the amount of damages up to the payment made to Contractor for the applicable SOW, or the insurance limits required in Section 8.25 (Insurance Coverage), whichever is greater.

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

COUNTY OF LOS ANGELES

THE DIGITAL FOUNDRY, INC.

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

APPENDICES

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G **FORM REQUIRED AT THE TIME OF CONTRACT EXECUTION**
 - G1-IT Contractor Acknowledgement and Confidentiality Agreement
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J INTENTIONALLY OMITTED
- K INTENTIONALLY OMITTED
- L INTENTIONALLY OMITTED
- M **FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR**
 - M1 Individual's Assignment and Transfer of Copyright
 - M2 Contractor's Assignment and Transfer of Copyright
 - M3 Notary Public Assignment and Transfer of Copyright
- M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT
- N INTENTIONALLY OMITTED
- O INTENTIONALLY OMITTED
- P INFORMATION SECURITY AND PRIVACY REQUIREMENTS

STATEMENT OF WORK

PRICING SCHEDULE

Project Fees

In consideration of the timely completion of the Services and Deliverables described herein in accordance with the terms and conditions set forth and incorporated herein, Contractor will perform its Services and provide the specified Deliverables for a fixed fee of eight million eight hundred eighty-four thousand dollars (**\$8,884,000**). All invoicing will be done in accordance with terms of the Agreement.

Payment Schedule

Invoice	Deliverable Description	Estimated Invoice Date	Invoice Amount
1	Deliverable 1.1.1 – Tally System Release Candidate 1 and Release Notes Deliverable 2.1.1 – VBL System Release Candidate 1 and Release Notes	July 23, 2021	\$720,000
2	Deliverable 1.1.2 – Tally System Release Candidate 2 and Release Notes Deliverable 2.1.2 – VBL System Release Candidate 2 and Release Notes	August 20, 2021	\$700,000
3	Deliverable 1.1.3 – Tally System Release Candidate 3 and Release Notes Deliverable 1.1.4 – Tally System (Release Candidates 1 – 3) Sprint Status Reports Deliverable 2.1.3 – VBL System Release Candidate 3 and Release Notes Deliverable 2.1.4 – VBL System (Release Candidates 1 – 3) Sprint Status Reports Deliverable 3.1.1 – Updated User Guides and Manuals Deliverable 3.2.1 – Future State Stewardship Backlog Update and Status Report Deliverable 5.1.1 – VBL Knowledge Transfer Status Report Deliverable 5.2.1 – Tally Knowledge Transfer Status Report	September 17, 2021	\$750,000
4	Deliverable 1.1.5 – Tally System Release Candidate 4 and Release Notes Deliverable 2.1.5 – VBL System Release Candidate 4 and Release Notes	October 15, 2021	\$690,000
5	Deliverable 1.1.6 – Tally System Release Candidate 5 and Release Notes Deliverable 2.1.6 – VBL System Release Candidate 5 and Release Notes	November 12, 2021	\$700,000
6	Deliverable 1.1.7 – Tally System Release Candidate 6 and Release Notes Deliverable 1.1.8 – Tally System (Release Candidates 4 – 6) Sprint Status Reports Deliverable 2.1.7 – VBL System Release Candidate 6 and Release Notes Deliverable 2.1.8 – VBL System (Release Candidates 4 – 6) Sprint Status Reports Deliverable 3.1.2 – Updated User Guides and Manuals Deliverable 3.2.2 – Future State Stewardship Backlog Update and Status Report Deliverable 5.1.2 – VBL Knowledge Transfer Status Report Deliverable 5.2.2 – Tally Knowledge Transfer Status Report	January 3, 2022	\$1,380,000
7	Deliverable 1.1.9 – Tally System Release Candidate 7 and Release Notes Deliverable 2.1.9 – VBL System Release Candidate 7 and Release Notes	February 4, 2022	\$690,000

APPENDIX B

8	Deliverable 1.1.10 – Tally System Release Candidate 8 and Release Notes Deliverable 1.1.11 – Tally System (Release Candidates 7 – 8) Sprint Status Reports Deliverable 2.1.10 – VBL System Release Candidate 8 and Release Notes Deliverable 2.1.11 – VBL System (Release Candidates 7 – 8) Sprint Status Reports Deliverable 3.1.3 – Updated User Guides and Manuals Deliverable 3.2.3 – Future State Stewardship Backlog Update and Status Report Deliverable 5.1.3 – VBL Knowledge Transfer Status Report Deliverable 5.2.3 – Tally Knowledge Transfer Status Report	March 4, 2022	\$750,000
9	Deliverable 1.1.12 – Tally System Release Candidate 9 and Release Notes Deliverable 2.1.12 – VBL System Release Candidate 9 and Release Notes	April 1, 2022	\$680,000
10	Deliverable 1.1.13 – Tally System Release Candidate 10 and Release Notes Deliverable 2.1.13 – VBL System Release Candidate 10 and Release Notes	April 29, 2022	\$670,000
11	Deliverable 1.1.14 – Tally System Release Candidate 11 and Release Notes Deliverable 1.1.15 – Tally System (Release Candidates 9 – 11) Sprint Status Reports Deliverable 2.1.14 – VBL System Release Candidate 11 and Release Notes Deliverable 2.1.15 – VBL System (Release Candidates 9 – 11) Sprint Status Reports Deliverable 3.1.4 – Final User Guides and Manuals II	May 27, 2022	\$700,000
12	Deliverable 1.1.16 – Final List of Tally System Third-Party Software Deliverable 2.1.16 – Final List of VBL System Third-Party Software Deliverable 3.2.4 – Future State Stewardship Final Backlog Update and Status Report Deliverable 4.1 – Election Support Backlog Update & Status Report Deliverable 5.1.4 – Final VBL Knowledge Transfer Status Report Deliverable 5.2.4 – Final Tally Knowledge Transfer Status Report	June 24, 2022	\$454,000

CONTRACTOR'S PROPOSED SCHEDULE

Services	Resources (Blended Contractor Core Team)	Duration	Period	
			Start Date	End Date
Tally System 4.0 Implementation Task 1.1	Approx. 5 (up to 2 of these resources may be used for Election Support)	41 weeks	07/01/2021	04/08/2022
Tally System 4.0 Implementation Task 1.1	Approx. 4 (up to 2 of these resources may be used for Election Support)	12 weeks	04/11/2022	06/30/2022
VBL Application 3.0 Build Task 2.1	Approx. 5 (1 of these resources may be used for Knowledge Transfer)	53 weeks	07/01/2021	06/30/2022
Program Management Tasks 3.1 – 3.2	Approx. 3	53 weeks	07/01/2021	06/30/2022

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT:

CONTRACT NO:

COUNTY PROJECT DIRECTOR:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY PROJECT MANAGER:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACT PROJECT MONITOR:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS MANAGER:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS ANALYST:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS MONITOR:

Name:

Address:

Telephone:

E-Mail Address:

INVOICE QUESTIONS:

For invoice questions, send an e-mail to accountspayable@rrcc.lacounty.gov and copy the County Project Director, County Project Manager and County Contract Project Monitor.

Include the name of your company, contract name and contact number.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR:

CONTRACT NO:

CONTRACTOR'S PROJECT DIRECTOR:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S PROJECT MANAGER:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name:

Title:

Address:

Telephone:

E-Mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S ADMINISTRATION

FORM REQUIRED AT THE TIME OF CONTRACT EXECUTION

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT 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 The Digital Foundry, Inc. Contract No. #21-001

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-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

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all Deliverables, which may include materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

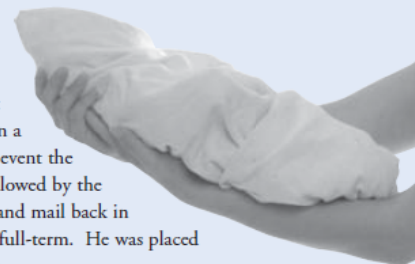
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Intentionally Omitted

Intentionally Omitted

Intentionally Omitted

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

- M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all Deliverables which may include materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all Deliverables which may include materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

(To be Completed by County and attached to M1 and/or M2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20____, before me, the undersigned, a Notary Public in and
for the State of California, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the
_____ of _____,
the corporation that executed the within Assignment and Transfer of Copyright, and further
acknowledged to me that such corporation executed the within Assignment and Transfer of
Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

Intentionally Omitted

Intentionally Omitted

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation, to the extent applicable to the Services being provided by Contractor, to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information used by Contractor in the performance of the Services 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 requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

Project Background – Contractor's Use of County Information

The Project under the Contract has been structured to minimize exposure of County Information to the Contractor. The parties agree the minimum necessary amount of PII for Contractor to perform its Services is basic contact information (name, title, telephone number, email address) for County employees working with Contractor on the Project. Therefore, the County will limit Contractor's access to the "minimum necessary" amount of PII for Contractor to perform its Services. Additionally, the County will limit Contractor's access to the "minimum necessary" amount of data and information for Contractor to perform its Services, and County will not cause or require Contractor to create, receive, maintain, transmit, or otherwise view any other information or data, and internal or external PII. Further, all County data and information, including PII, will be provided by County in accordance with its privacy and information security policies. Also, the County will provide Project specifications and County Source Materials (including but not limited to non-sensitive test data, all collaborative, development, testing, and production environments), instructions and direction so Contractor can produce the Deliverables and provide the Services identified in the SOW with minimal access to County Information.

Limited Scope

Contractor maintains a company-wide Privacy Program and Information Security Program designed to incorporate respective policies and practices in its business operations to safeguard Information. Notwithstanding any other provision of this Exhibit, all Contractor requirements set forth in this Exhibit:

1. Shall be limited to Contractor's personnel who provide the Services specified in the SOW and its applicable Information Technology use to provide its Services that create, receive,

maintain, or transmit County Information. For clarity, County is responsible for all collaborative, development, testing, and production environments, and Contractor is not providing any Information Technology to County under the Contract.

2. May be limited as a result of County instructions or directions, specifications, or County Source Materials.
3. Shall be applicable to the sensitivity of the County Information and purpose in which it is being used (e.g., anonymized County Information used for periodic testing vs. Project Software in source code form).

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and

common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.

- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain an Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, and to the extent applicable, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall to the extent applicable:

- Protect the Confidentiality and to the extent applicable, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality and to the extent applicable, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Information, including County Information in the Contractor's possession or control;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall

include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, and if applicable, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- Privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Information, including County Information in the Contractor's possession or control;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disposed of or disclosed (unless otherwise instructed or directed by County or done in accordance with the Contract), or sold, assigned, or leased, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may use County Information in order to improve, develop or enhance the Deliverables and Services being provided by Contractor under this Contract. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on to the extent applicable, any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time, except if, and to the extent, a failure to comply results from (i) the use or inclusion of the County Source Materials, (ii) Contractor's conformance with County provided specifications, or (iii) Contractor's adherence to the County's written instructions or directions.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract except if, and to the extent, disclosure results from (i) the use or inclusion of the County Source Materials, (ii) Contractor's conformance with County provided specifications, or (iii) Contractor's adherence to the County's written instructions or directions. This obligation is perpetual.
- d. **Individual Requests – Intentionally Omitted.**
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. In the event the County determines that a member of the Contractor's staff has failed a background screen (e.g., LiveScan), County shall notify Contractor in writing of the reasons that caused such failure and the Contractor, in compliance with its legal obligations, shall conduct an

individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees working under this Contract with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all

workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store sensitive County Information (as it pertains to this Contract, Project Software in source code form) in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

Contractor may transmit County Information via Contractor's Google Workspace (G Mail, Google Drive, etc.) instance and County provided services (e.g., BitBucket, Jira, Confluence, MS Team, etc.). Otherwise, the Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud (except for Contractor's Google Workspace instance and County provided services) or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing sensitive County Information (as it pertains to this Contract, Project Software in source code form) shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) storing sensitive County Information will, to the extent applicable, maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly destroy all originals and copies of all documents and materials it has received containing County Information unless County has request the items be returned; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) destroy 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 the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection unless County has requested the items be returned (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead or certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation

on company letterhead or certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will destroy, or upon request from Contractor, return all Contractor's Information marked as confidential or reasonably identifiable as Contractor's Information (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder).

11. PHYSICAL AND ENVIRONMENTAL SECURITY (INTENTIONALLY OMITTED)

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall, to the extent applicable: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems or similar to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. To the extent applicable, these plans must include a geographically separate back-up system or similar and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using applicable encryption technology in accordance with the requirements specified in section 9, paragraph 2. County agrees that any transmission of County Information shall be done in accordance with its information security requirements.

The Contractor shall comply with County access control procedures to access County systems, services, and/or Information, 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 industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information on Contractor's systems is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All applicable Contractor systems with County Information will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review

and act upon all applicable events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

- f. In the event any Contractor hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) that contains County Information must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using applicable industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via Contractor's Google Workspace G Suites instance (or if unavailable, other encrypted email) and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Daniel Temisanren, MSc Comp Sci, CISM
Departmental Information Security & Privacy Officer
Registrar Recorder County Clerk
12400 Imperial Hwy
Norwalk, CA 90650
Office (562) 462-2445
Cell (562) 233-3490
dtemisanren@rrcc.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

- v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of applicable systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions except for such loss or damage to the extent arising from (i) the gross negligence or willful or intentional misconduct of the County indemnitees, (ii) the use or inclusion of the County Source Materials, (iii) Contractor's compliance with County provided specifications, or (iv) Contractor's compliance with the County's written directions or instructions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the 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 are available within law or equity. Any breach of Section 6 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.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct applicable audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, which may include penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by qualified staff to perform the specific audit in question at Contractor's sole discretion, cost and expense through either (i) an internal staff member, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections.

The Contractor shall discuss, to the extent applicable, the audit results and any corrective action documentation with the County upon County's request. With respect to any other applicable report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with applicable copies of the same upon the County's reasonable request, including identification of any applicable failure or exception in the Contractor's applicable Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's applicable infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall correct any such applicable material breach with this Exhibit; and if Contractor does not correct any such applicable material breach within a mutually agreeable period, then the Contractor shall bear all cost of the audit and the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and applicable areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to applicable physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the audit will be limited to Contract systems and employees utilized under the Contract and results will be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County an applicable summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

See Section 8.25.46 of the Contract for more information on Cyber Liability Insurance.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

except and to the extent arising from (i) the gross negligence or willful or intentional misconduct of the County indemnitees, (ii) the use or inclusion of the County Source Materials, (iii) Contractor's compliance with County provided specifications, or (iv) Contractor's compliance with the County's written directions or instructions.

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS) (INTENTIONALLY OMITTED)

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS (INTENTIONALLY OMITTED)

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor shall manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- Code Repository.** The Contractor will use the County code repository (e.g., Git, Bit Bucket) during the entire lifecycle of the project from inception to final delivery. Once County code repository is fully adopted as directed by the County Project Manager, the Project related County materials and Contractor Deliverables (which collectively may include document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation) will be maintained within the Git repository. Contractor Deliverables must include an Installation Guide and a User Guide (to the extent specified in the SOW) for the

final delivered Project Software such that County may download, install, and make full functional use of the Project Software as specified and intended.

- c. **Cloud Based Document Storage:** The County will provide and manage cloud-based document storage if County Git Repository is not fully adopted or compatible with Project documentation. Until this service or County Git Repository is provided and fully adopted, the County agrees that Contractor's instance of Google Workspace complies with the County's Privacy and Information Security requirements. Additionally, the County agrees to periodically review user access rights to identify and notify Contractor of unnecessary access, and/or unused accounts.

STATEMENT OF WORK (SOW)

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1.0 OVERVIEW

Objective

Through this Statement of Work (SOW), the County of Los Angeles (County) Registrar-Recorder/County Clerk (RR/CC or Department) will complete a third build of the new Tally System and a build of the Voting Solutions for All People (VSAP) Ballot Layout Application (VBL Application) components (hereafter referred to as Project) of the VSAP solution.

This engagement continues with the production software development and implementation of the Tally System (Version 4.0) and VBL Application (Version 3.0) that adds support for California Secretary of State Use Conditions ([vsap21-cert.pdf \(ca.gov\)](#)) and other new features/capabilities, as well as technical support through the 2022 California Gubernatorial Primary Election cycle. Digital Foundry, Inc. (Contractor) will provide software planning and implementation Services hereinafter defined to successfully complete this Statement of Work (SOW).

The Tally System and VBL Application are custom software solutions implemented on an open source software stack and owned by the County. Among its key features, the Tally System will receive digital images of voted paper ballots from one or more scanner output directories, use digital image processing tools and techniques to recognize and adjudicate the votes cast on the ballots, and tabulate and report the results. The Tally System is capable of processing both hand-marked full-face Vote By Mail (VBM) ballots, as well as machine-printed ballots produced by the VSAP Ballot Marking Device (BMD), and will support reading and decoding QR codes printed on both types of ballots. The Tally System will verify the authenticity of ballots being processed and will keep logs and batch processing information to support independent ballot-level audits of election results.

The VBL Application will take ballot content from the Election Management System (EMS) in a standard data-interchange format and lay it out in the VBM and BMD ballot print formats required by VSAP specifications. It will also generate data files and packages necessary to configure the various VSAP components for an election, integrate them into a comprehensive end-to-end voting solution, and support integration of election results with an external EMS.

Upon project completion, the County will have a Tally System and VBL Application that will integrate with the overall VSAP solution to be tested and certified by the California Secretary of State for use in elections in the County of Los Angeles.

Background

The VSAP Project (formerly known as the Voting Systems Assessment Project) was launched by the Department in 2009 to address an aging voting system and an increasingly large and complex electorate. Its goal has been to modernize the voting experience, and the systems and processes that support it, through an open, transparent, participatory and data-driven approach centered on the voter and the human factors involved in engaging and participating in the democratic process.

Over several years, the VSAP Program completed several phases of research, user testing and iterative design of the new voting experience, and concluded Phase 3 – Design and Engineering of the VSAP solution in 2016, which produced:

- new custom-designed Ballot Marking Device (BMD) and new BMD paper ballot
- improved hand marked full face Vote by Mail paper ballot
- innovative Interactive Sample Ballot (ISB)
- modernized Tally System based on modern and scalable technologies.

The RR/CC also completed Phase 4 System Manufacturing and Certification, by completing manufacturing of the new VSAP system and obtaining certification from the California Secretary of State (SOS) in January 2020.

During Phase 4, the RR/CC engaged with Digital Foundry under a competitive Enterprise Master Services Agreement (ESMA) Work Order (No. 2016-010) to architect, develop and prototype a VSAP Tally solution capable of processing and tabulating the new VSAP Vote by Mail (VBM) paper ballots. In January 2018 the RR/CC amended the work order to extend the engagement to June 2018 and add scope to develop and test an initial Version 1.1.2.2 release of the VSAP Tally System, supporting core Tally functionality only, and gain Secretary of State (SOS) approval for its use to tally VBM ballots in the November 2018 Gubernatorial General Election.

The first build (Tally Version 1.1.2.2) was developed under the ESMA engagement with Digital Foundry. The second build under a sole source engagement continued with the build of the Tally System (Version 2.0 and Version 3.0) and VBL Application (Version 2.0) that added support for BMD ballot processing and other new features/capabilities, as well as technical support through the 2020 Presidential Election cycle.

In June 2018, the RR/CC, with the authorization of the County Board of Supervisors, entered into a Sole Source Agreement for the Development of VSAP Tally 2.0. This new version allowed for the tally of BMD ballots, in addition to the VBM ballots. VSAP Tally 2.0 was implemented during the March 2020 Election.

On October 1, 2020, the California Secretary of State granted conditional approval for VSAP 2.1 which included Tally 2.2.2.31 and VBL 1.1.3. VSAP 2.1 was successfully implemented during the November 2020 Presidential Election.

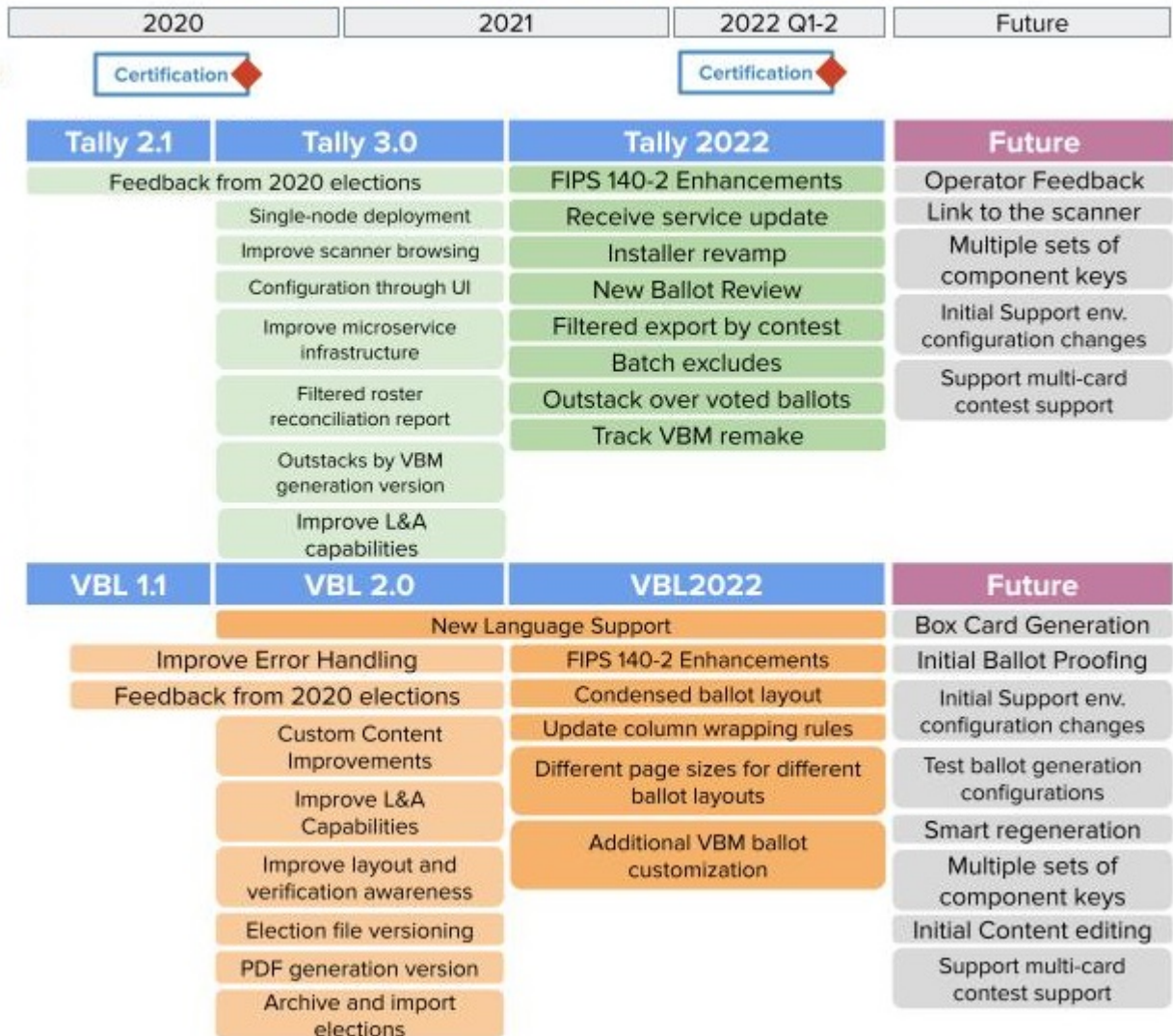
Project Scope

The software development efforts of the Project will follow a co-development strategy to ensure the County's ability to operate and support the Tally System and VBL Application components following implementation and will be managed using an Agile Methodology. The Development Team, which will consist of Contractor software engineers and County software engineers, will be led by a Contractor Project Manager and a Contractor Lead Architect. The work of the Development Team will be governed by a Product Backlog that details and prioritizes the features and functionality of the software to be implemented. The content of the Product Backlog, organized as epics and constituent user stories, will be directed and prioritized by a County employee designated as the Product Owner (in the case of this SOW, the County Project Manager) by the County Project Director.

The implementation of the Product Backlog will take place over a series of software version releases. Each release will initially target a specific set of epics and user stories, but as the Project unfolds, the County, as Product Owner, may change the priority and sequence of the epics and user stories, thereby affecting the order in which software features and functionality are developed and implemented in the successive version releases. Contractor will demonstrate progress on the implementation of the Product Backlog using status reports for each sprint and software version release notes.

A visualization of the epics that will be prioritized for development is depicted below:

Roadmap for FY21-22



2.0 WORKSTREAM OVERVIEW AND PROJECT SCHEDULE

Contractor is being engaged to deliver expert Services in software engineering using Agile methodologies, systems architecture and integration, and systems testing and documentation. In delivering these Services, Contractor shall:

- Apply knowledge of current industry standards and best practices.
- Be consistent with VSAP General Voting System Principles. See <http://vsap.lavote.net/principles/> for more information.
- Comply with the applicable requirements set forth in the California Voting System Standards (CVSS) and other California laws and regulations affecting voting systems testing and certification as interpreted, prioritized, and accepted by County staff and their designees.

The Services and corresponding seven (7) tasks are organized around five (5) major workstreams:

1. **Production Tally Implementation (Workstream 1)**

Task 1.1 will build upon the work completed in the Tally Prototyping and Initial Release phase (completed under ESMA Work Order 2016-010) as well as the first application build contract (completed under Contract #18-002) and will focus on the collaborative development of the production Tally System. Contractor will work with the County to co-develop the software. Contractor and County software engineering teams will conduct a series of Agile implementation sprints to develop the Tally System software as defined in the Product Backlog. County, as Product Owner, will prioritize the then-current Product Backlog prior to each sprint, and Contractor will provide a demonstration of its system development progress at the end of each sprint.

2. **VSAP Ballot Layout Application (Workstream 2)**

Task 2.1 will focus on the collaborative development of the VSAP Ballot Layout Application (VBL Application). Contractor will work with the County to co-develop the software. Contractor and County engineering teams will conduct a series of Agile implementation sprints to develop the VBL Application as defined in the Product Backlog. The County Product Owner will prioritize the backlog prior to each sprint, and Contractor will provide a demonstration of its system development progress at the end of each sprint.

3. **Program Management (Workstream 3)**

Tasks 3.1 – 3.2 comprise activities related to supporting oversight and management of the VSAP Ballot Layout and Tally System implementation, including tasks and Deliverables related to technical documentation, system integration with the overall VSAP solution, and future state stewardship of the VSAP Ballot Layout and Tally System as an open source technology solution.

4. **Election Support (Workstream 4)**

Task 4.1 consists of activities Under Pre-Election Support. Contractor will investigate issues and perform knowledge transfer to the County leading up to County's use of the VBL and Tally Systems in the March 2022 Gubernatorial Primary Election.

5. **Knowledge Transfer (Workstream 5)**

Tasks 5.1 – 5.2 will consist of onboarding and training activities of County resources with the goal of the County team taking over support of the system at the end of this contract. One of the key goals of the Contract is to have the County team ready and able to operate and support the Tally and VBL components following implementation. Contractor will develop a plan and timeline for knowledge transfer and will work with the resources identified and provided by the County to train them on the systems. The effectiveness of knowledge transfer will depend on the County providing the required dedicated resources to focus on these activities.

Under the direction of County and using County Source Materials, Contractor will provide Services and Deliverables according to the project schedule (see below and Contract Appendix C - Contractor's Proposed Schedule) and task descriptions below.

Services	Resources (Blended Contractor Core Team)	Duration	Period	
			Start Date	End Date
Tally System 4.0 Implementation Task 1.1	Approx. 5 (up to 2 of these resources may be used for Election Support)	41 weeks	07/01/2021	04/08/2022
Tally System 4.0 Implementation Task 1.1	Approx. 4 (up to 2 of these resources may be used for Election Support)	12 weeks	04/11/2022	06/30/2022
VBL Application 3.0 Build Task 2.1	Approx. 5 (1 of these resources may be used for Knowledge Transfer)	53 weeks	07/01/2021	06/30/2022
Program Management Tasks 3.1 – 3.2	Approx. 3	53 weeks	07/01/2021	06/30/2022

3.0 SEVEN (7) TASKS AND DELIVERABLES

During the periods outlined above and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint, subject to the Contractor resources allocated under this Agreement. For this reason, it is possible that not all specified user stories will be implemented. The County, however, will hold the final decision on the user stories to be considered for implementation.

Contractor Deliverables shall be evidenced by Project documentation written by Contractor and Project Software developed and demonstrated by Contractor and released as progressive versions. Contractor shall submit a Task/Deliverable Acceptance Certificate (SOW Exhibit 2) along with evidence of deliverable completion to the County for review and approval prior to submitting an invoice. Contractor shall only submit deliverable invoices after receiving an approved Task/Deliverable Acceptance Certificate signed by the County.

Workstream I – Production Tally Implementation

In Workstream 1, Contractor shall work with the County team to continue the co-development of the Tally System according to the epics defined in the roadmap produced under the prior ESMA (Work Order No. 2016-010 – Amendment 1) engagement and recorded in the Product Backlog.

Task 1.1 – Tally System Version 4.0 Implementation

Task 1.1 will complete the implementation of the Tally System Version 4.0, started in the prior engagements, and consist of activities to iteratively produce, over several minor version releases, continuing enhancements to existing features, as well as new epic features, with a focus on the following certification use condition:

- **FIPS 140-2 Compliance** – The conditional approval of VSAP 2.1 includes a list of use conditions, one of which is that the system must use only validated FIPS 140-2 cryptographic modules.

Contractor will work towards compliance with the use conditions, but this effort is dependent on guidance and input from the County.

- Deliverable 1.1.1 – Tally System Release Candidate 1 and Release Notes
- Deliverable 1.1.2 – Tally System Release Candidate 2 and Release Notes
- Deliverable 1.1.3 – Tally System Release Candidate 3 and Release Notes
- Deliverable 1.1.4 – Tally System (Release Candidates 1 – 3) Sprint Status Reports
- Deliverable 1.1.5 – Tally System Release Candidate 4 and Release Notes
- Deliverable 1.1.6 – Tally System Release Candidate 5 and Release Notes
- Deliverable 1.1.7 – Tally System Release Candidate 6 and Release Notes
- Deliverable 1.1.8 – Tally System (Release Candidates 4 – 6) Sprint Status Reports
- Deliverable 1.1.9 – Tally System Release Candidate 7 and Release Notes
- Deliverable 1.1.10 – Tally System Release Candidate 8 and Release Notes
- Deliverable 1.1.11 – Tally System (Release Candidates 7 – 8) Sprint Status Reports
- Deliverable 1.1.12 – Tally System Release Candidate 9 and Release Notes
- Deliverable 1.1.13 – Tally System Release Candidate 10 and Release Notes
- Deliverable 1.1.14 – Tally System Release Candidate 11 and Release Notes
- Deliverable 1.1.15 – Tally System (Release Candidates 9 – 11) Sprint Status Reports
- Deliverable 1.1.16 – Final List of Tally System Third-Party Software

Task 1.1 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and Release Notes, and demonstrate a functional Tally System able to perform all functionality described in Task 1, which shall be reviewed and approved by the County Project Manager.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the Tally System by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County's direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the Tally System, and the associated license name and version.

Workstream II – VSAP Ballot Layout Module

Workstream 2 will focus on the collaborative development of the VSAP Ballot Layout (VBL) Application. The VBL Application will define and ingest an output format from an Election Management System (EMS), will lay out the ballot print formats for VBM and BMD ballots, and generate data files and packages necessary to configure the various VSAP components (the BMD Manager software (BMG), BMD, Interactive Sample Ballot (ISB), and Tally System) for an election, integrate them into a comprehensive end-to-end voting solution, and support integration of election results with an external EMS.

The data files and packages necessary for VSAP integration that shall be generated by the VBL Application include:

- Ballot Definition File (BDF) – Precinct, contest, candidate and ballot information
- Tally Layout Definition File (TLDF) – QR codes, registration and VBM vote position coordinates
- Ballot Layout Definition File (BLDF) – Physical ballot layout information
- District Mapping File (DMF) – Precinct to district information for reporting
- Election Audio Package (EAP) – Collection of audio files and metadata for the BMD
- Auxiliary Ballot Definition File (ABDF) – Street segment and enclosure information for the ISB

Task 2.1 – VBL 3.0 Build

Task 2.1 will focus on the continuing collaborative development of the VBL Application. During the period, and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible not all specified user stories will be implemented.

Task 2.1 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Six New Languages** – The California Secretary of State has added six new languages to be covered under Elections Code Section 14201 (Burmese, Telugu, Gujarati, Indonesian, Mongolian and Bengali). The County is now required to support these new languages. Contractor will require and County shall provide input and support to implement the six new languages in Tally and VBL.
- **Federal Information Processing Standards (FIPS) 140-2 Compliance** – The conditional approval of VSAP 2.1 includes a list of use conditions, one of which is that the system must use only validated FIPS 140-2 cryptographic modules. Contractor will work towards compliance with the use conditions, but this effort is dependent on guidance and input from the County.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the VBL System by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County's direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the VBL System, and the associated license name and version.

- Deliverable 2.1.1 – VBL System Release Candidate 1 and Release Notes
- Deliverable 2.1.2 – VBL System Release Candidate 2 and Release Notes
- Deliverable 2.1.3 – VBL System Release Candidate 3 and Release Notes
- Deliverable 2.1.4 – VBL System (Release Candidates 1 – 3) Sprint Status Reports
- Deliverable 2.1.5 – VBL System Release Candidate 4 and Release Notes
- Deliverable 2.1.6 – VBL System Release Candidate 5 and Release Notes
- Deliverable 2.1.7 – VBL System Release Candidate 6 and Release Notes
- Deliverable 2.1.8 – VBL System (Release Candidates 4 – 6) Sprint Status Reports
- Deliverable 2.1.9 – VBL System Release Candidate 7 and Release Notes
- Deliverable 2.1.10 – VBL System Release Candidate 8 and Release Notes
- Deliverable 2.1.11 – VBL System (Release Candidates 7 – 8) Sprint Status Reports
- Deliverable 2.1.12 – VBL System Release Candidate 9 and Release Notes
- Deliverable 2.1.13 – VBL System Release Candidate 10 and Release Notes
- Deliverable 2.1.14 – VBL System Release Candidate 11 and Release Notes
- Deliverable 2.1.15 – VBL System (Release Candidates 9 – 11) Sprint Status Reports
- Deliverable 2.1.16 – Final List of VBL System Third-Party Software

Task 2.1 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional VBL System able to perform functions described in Task 2, as prioritized, reviewed and approved by the County Project Manager.

Workstream III – Program Management

Workstream 3 consists of tasks related to the oversight and management of the VBL and Tally Systems implementation, along with tasks and Deliverables related to technical documentation and future state stewardship. Contractor Deliverables for Program Management activities shall be evidenced by documentation and status reports.

Task 3.1 – VBL and Tally System Technical Documentation

Task 3.1 will focus on the continued development of the Project documentation required by the California Secretary of State (SOS) for certification based on the California Voting System Standards (CVSS) adopted October 2014 and the regulatory process for voting system certification. Required certification documentation consists of California Use Procedures, Technical Specifications and User Documentation (<https://www.sos.ca.gov/elections/ovsta/certification-and-approval>). This task continues the work on documentation completed in the prior ESMA engagement, with updates addressing subsequent changes to the Tally System, and the inclusion of the VBL Application where applicable. Contractor, in consultation with County development team and with direction from County Product Owners, shall write the documents with a focus on the content that pertains to the software engineering and other Services being provided by Contractor for the implementation of the Tally System and VBL Application, and to provide the information needed by the SOS to test, evaluate and certify them as part of VSAP. Based on feedback from the SOS, Contractor shall work with the County team to make necessary updates to pertinent sections of the technical documentation.

Contractor shall also produce technical documentation for the Tally System and VBL Application in the form of user guides and manuals as described by the CVSS and prioritized by County Product Owners with specific focus on the sections pertaining to software engineering and other Services provided by Contractor. Documentation will be written to a degree of granularity that meets the scope of work define in this Contract and is agreed upon by the County and Contractor. The documentation shall be edited and proofed by Contractor to ensure completeness and accuracy, and shall use clear, plain language as much as possible to ensure general readability, but assumes the reader will have a reasonable level of technical competency required to use and maintain the Tally and VBL systems.

- Deliverable 3.1.1 - Updated User Guides and Manuals
- Deliverable 3.1.2 - Updated User Guides and Manuals
- Deliverable 3.1.3 - Updated User Guides and Manuals
- Deliverable 3.1.4 – Final User Guides and Manuals II

Task 3.1 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the County Project Manager.

Task 3.2 – VBL and Tally System Future State Stewardship

Task 3.2 focuses on the evolution of the Tally System and VBL Application after the Development Team completes software development activities and the SOS has certified the system. This task includes providing relevant input to the County's plan for the management and distribution of the VBL and Tally System as an open technology solution and summarizing potential future enhancements to the system. Contractor will assist in review of the County-developed plan that include addressing security concerns related to making source code available and open, how to inventory and track components and vulnerabilities, how timely updates and patches of components will be made, and how the County will ensure ongoing active involvement in the open source community. Contractor shall support the County

team by participating in Tally System and VBL Application governance and distribution discussions as it pertains to the Deliverables.

Contractor shall track and manage future state stewardship activities using a backlog of activities, a preliminary draft of which was created in the prior engagements. Contractor shall continue to update and maintain this backlog throughout this task. Contractor shall provide regular status reports on the progress of Future State Stewardship activities.

- Deliverable 3.2.1 - Future State Stewardship Backlog Update and Status Report
- Deliverable 3.2.2 - Future State Stewardship Backlog Update and Status Report
- Deliverable 3.2.3 - Future State Stewardship Backlog Update and Status Report
- Deliverable 3.2.4 - Future State Stewardship Final Backlog Update and Status Report

Task 3.2 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the County Project Manager.

Workstream IV – Election Support

The purpose of Workstream 4 is to deliver pre-election support by providing a reduced team to support the County team leading up to the 2022 Gubernatorial Primary Election.

All work for these tasks shall be performed during normal business hours at Contractor's office in Tiburon, CA and/or County's offices in Los Angeles, CA, as approved by the VSAP Project Manager. Each transitional support cycle shall commence with a review of the transitional support backlog (issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addressed) and conclude with a status report.

Task 4.1 – Election Support

In Task 4.1, Contractor shall provide pre-election support activities to assist the County team as needed leading up to the Gubernatorial Primary Election in 2022. The pre-election support periods shall commence with a review of the pre-election support backlog and conclude with a status report. Elections support resources will be composed of development and program management resources. Support tasks will be prioritized in the backlog next to development and program management tasks.

- Deliverable 4.1.1 – Election Support Backlog Update & Status Report

Task 4.1 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the County Project Manager.

Workstream V – VSAP Knowledge Transfer

Workstream 5 will focus on the knowledge transfer of the VSAP Ballot Layout Application (VBL Application) and Tally. Contractor will work with the County to assist the onboarding of County resources onto both the VBL and Tally components and Go language development environment using IntelliJ. County resources will work with Contractor to learn the VBL and Tally systems and support the development and operation of both systems. In order to make knowledge transfer as effective as possible, development resources will be leveraged for these activities. Knowledge transfer activities will be prioritized with development tasks and managed across the same group of individuals.

Knowledge transfer activities may include, but are not limited to:

- System overview
- Code walkthroughs
- Guidance and support during development
- Code reviews
- Design reviews
- Pair programming
- Inclusion in agile ceremonies
- Assignment of development stories, tasks, and bugs

The workstream will build on onboarding activities completed under previous contracts for County resources added to the VBL and Tally systems. The focus during the onboarding will be based on the list of Tally and VBL workstreams, which will be prioritized by each system's production owner. Contractor will provide status reports on the status of knowledge transfer progress. The effectiveness and progress of knowledge transfer will correspond to the availability and readiness of County resources.

Task 5.1 – VBL Knowledge Transfer

Task 5.1 consists of knowledge transfer activities for County resources added to the VBL development team. Knowledge transfer workstreams include:

- Language processing and support
- PDF Layout
- VBL Frontend
- General VBL Backend
- System Deployment

At the conclusion of the task, Contractor shall provide the County with a final list of knowledge transfer status reports. The status report shall include tasks performed by County staff and a high-level assessment (a matrix with up to six mutually agreeable criteria per workstream) of the County's overall readiness for handoff across the knowledge transfer workstreams.

- Deliverable 5.1.1 – VBL Knowledge Transfer Status Report
- Deliverable 5.1.2 – VBL Knowledge Transfer Status Report
- Deliverable 5.1.3 – VBL Knowledge Transfer Status Report
- Deliverable 5.1.4 – Final VBL Knowledge Transfer Status Report

Task 5.1 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Knowledge Transfer Status Reports, which shall be reviewed and approved by the County Project Manager.

Task 5.2 – Tally Knowledge Transfer

Task 5.2 consists of knowledge transfer activities for County resources added to the Tally development team. Knowledge transfer workstream includes:

- Marksense
- Tally Manager
- Tally Frontend
- General Tally Backend
- System Deployment

At the conclusion of the task, Contractor shall provide the County with a final list of knowledge transfer status reports. The status report shall include tasks performed by County staff and a high-level assessment (a matrix with up to six mutually agreeable criteria per workstream) of the County's overall readiness for handoff across the knowledge transfer workstreams.

- Deliverable 5.2.1 – Tally Knowledge Transfer Status Report
- Deliverable 5.2.2 – Tally Knowledge Transfer Status Report
- Deliverable 5.2.3 – Tally Knowledge Transfer Status Report
- Deliverable 5.2.4 – Final Tally Knowledge Transfer Status Report

Task 5.2 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Knowledge Transfer Status Reports, which shall be reviewed and approved by the County Project Manager.

4.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

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

5.1 Monthly Meetings

Contractor is required to attend and actively participate in a scheduled monthly meeting.

5.2 Contract Deficiency Report (SOW Exhibit 1)

Written notification of a Contract Deficiency will be made to the Project Director as soon as possible whenever a Contract Deficiency is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contracts Manager will determine whether a formal Contract Deficiency Report (SOW Exhibit 1) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contracts Manager within three (3) workdays, acknowledging the reported Deficiencies or presenting contrary evidence.

A plan for correction of all deficiencies identified in the Contract Deficiency Report shall be submitted to the County Project Management and County Contracts Manager within three (3) workdays of receipt. Contractor shall resolve Deficiency within five (5) business

days after plan of correction is submitted or a time period mutually agreed upon by the County and Contractor.

5.3 County Observations

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

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities include, but are not limited to, the following:

COUNTY

6.1 General

- 6.1.1 Instructions and direction
- 6.1.2 County Source Materials (including, but not limited to Third Party Materials)
- 6.1.3 Compensation for Contractor Services
- 6.1.4 Co-development of the Tally System and the VBL Application components of VSAP

6.2 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

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

6.3 Furnished Items

- 6.3.1 At the discretion of County.

CONTRACTOR

6.4 Assumptions

Contractor is providing its Services under this SOW with the following assumptions including, but are not limited to:

- 6.4.1 The scope of work is limited to the Contractor resources as delineated in this SOW and source materials provided by the County.
- 6.4.2 Knowledge transfer specified in this Contract will be subject to the availability of County resources.
- 6.4.3 Contractor Deliverables are limited to Project documentation and Project Software written by Contractor, and all activities necessary to complete them.

- 6.4.4 Contractor is not responsible for Prime and other Contractor responsibilities including, but not limited to, the development and implementation of the Ballot Marking Device, BMD Manager, and Interactive Sample Ballot components of the VSAP solution, as well as the integration, certification testing, and implementation of the VSAP as an integrated end-to-end voting solution.

6.5 Project Manager

- 6.5.1 Contractor shall provide a full-time Project Manager and designated alternate. County must have access to the Project Manager for the duration of the contract during business hours.
- 6.5.2 Project Manager shall act as a central point of contact with the County.
- 6.5.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.6 Personnel

- 6.6.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.6.2 Contractor shall be required to background check its employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

6.7 Identification Badges

- 6.7.1 Contractor shall ensure its employees are appropriately Identified. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on such staff member's person. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time such person ceases performing Work under this Contract. If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County specified photo identification badge at the time of removal from performing Work under this Contract.

6.8 Access to RR/CC County Facilities

Contractor, its employees, and agents will be granted access to RR/CC County facilities, subject to Contractor's prior notification to the County Project Director or County Project Manager for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be during normal business hours, excluding County observed holidays. Access to County facilities outside of normal business hours must be approved in writing in advance by the County Project Director or County Project Manager. 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 by the County Project Director or County Project Manager.

6.9 RR/CC 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 County Project Director, at RR/CC 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 Contract. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

6.10 Materials and Equipment

Except as otherwise specified in the Contract or elsewhere in this SOW, the purchase of all materials/equipment to provide the needed Services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.11 Training

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

6.12 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. At least one employee shall be available during normal business hours, Monday through Friday 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 automated answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within one business day receipt of the call.

7.0 UNSCHEDULED WORK

The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the County's Project Director for approval before beginning the work. A written

estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to the County's Project Director within five (5) working days after completion of the work.

All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

8.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart (SOW Exhibit 3), listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required Services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

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

10. INCLUSION OF THIRD-PARTY SOFTWARE

In addition to the Third Party Materials provided by the County, the following Third Party Software may be included in a Deliverable or utilized as part of the Services provided under this SOW. Contractor may update this list of Third Party Software throughout the engagement with written approval from County:

Go Language, Sarama, Sarama-Cluster, gocql, go.uuid, Testify, Objx, Bootstrap, 960 Grid System, ZBar, DCOS, Zookeeper, Kafka, Cassandra, Linux, Docker Compose, jwt-go, paramiko, scp.py, packr, gocv, OpenCV, bootstrap tables, Go Data Structures, Typeahead.js, spacemonkeygo/openssl, OpenSSL, MySQL, go-charts, go-sql-driver/mysql, sass, node, npm, npm - skin-deep, npm - react-test-renderer, node-sass, chokidar, glob, command-line-args, Go client for Kubernetes, Kubernetes, Freetype, Plot.ly, martinlindhe/base36, Go force export, Go Exception, golang.org/x/image, errors, babel, babel-eslint, babel-loader, babel-plugin-istanbul, babel-jest, babel-plugin-require-context-hook, babel-preset-env, babel-preset-react, mocha, mocha-jsdom, mocha-loader, mocha-webpack, mock-local-storage, jest, chai, chai-enzyme, dirty-chai, sinon, sinon-chai, identity-obj-proxy, eslint, eslint-config-node, eslint-config-promise, eslint-config-standard, eslint-config-standard-react, eslint-loader, eslint-plugin-flowtype, eslint-

plugin-import, eslint-plugin-jsx-a11y, eslint-plugin-node, eslint-plugin-react, eslint-plugin-prettier, eslint-plugin-standard, eslint-config-standard-jsx, @babel/traverse, @babel/types, eslint-plugin-react-hooks, eslint-plugin-promise, deep-freeze, deepcopy, bluebird, date-format, dateformat, underscore, prop-types, react, react-dev-utils, react-dom, react-intl, react-redux, react-router-dom, redux, redux-logger, redux-thunk, react-virtualized, react-error-overlay, react-bootstrap-typeahead, react-cookie, react-virtualized-select, react-table, redux-mock-store, webpack, webpack-dev-server, case-sensitive-paths-webpack-plugin, html-webpack-plugin, webpack-node-externals, nodemon, nyc, sass-loader, style-loader, css-loader, node-sass, postcss-flexbugs-fixes, postcss-loader, autoprefixer, resolve-url-loader, url-loader, file-loader, whatwg-fetch, Calico, HAProxy, kubernetes api, kubernetes apimachinery, kubernetes client-go, base36, goarabic, gopdf, rabbit-mq, erlang, streetwork/amqp, aurora, perl-Filter, ncurses-base, perl-File-Path, perl-Getopt-Long, libini_config, basesystem, autogen-libopts, biosdevname, lm_sensors-libs, ncurses-libs, libsemanage-python, passwd, libattr, policycoreutils-python, pcre, quota, p11-kit, kubernetes-cni, libtasn1, bind-utils, nfs-utils, sysstat, readline, samba, grub2-common, libcap-ng, mdadm, glibc-common, cpio, nano, nss-util, lua, cryptsetup, audit-libs, cracklib, libsemanage, nss-softokn, cracklib-dicts, efivar-libs, freetype, libassuan, libselinux-utils, openssl-libs, libmount, sysvinit-tools, python-urlgrabber, lz4, setup, mokutil, nss, pylibzma, rpm-libs, python-schedutils, rpm-build-libs, pyxattr, binutils, gettext-libs, json-c, procs-ng, kmod, systemd-libs, elfutils-default-yama-scope, device-mapper-event-libs, selinux-policy, lvm2-libs, systemd-sysv, pinentry, libstdc++, dracut-network, firewalld, libseccomp, sg3_utils, device-mapper-persistent-data, tuned, libutempter, grub2-efi-x64, libdrm, sudo, gobject-introspection, man-db, dosfstools, vim-fileutils, kubectrl, openssl, libtalloc, libcgroup, libtirpc, fxload, libcollection, samba-client-libs, pytaloc, plymouth, libnetfilter_cthelper, libpipeline, perl-HTTP-Tiny, perl-Text-ParseWords, pygpgme, perl-macros, perl-constant, perl-Time-HiRes, perl-Exporter, perl-threads-shared, perl-PathTools, perl-Pod-Simple, openssl-clients, perl-File-Temp, lshw, ncurses, libpath_utils, filesystem, gssproxy, kernel, oniguruma, aic94xx-firmware, checkpolicy, chrony, setools-libs, socat, info, fuse-libs, libevent, libacl, audit-libs-python, btrfs-progs, libffi, container-selinux, libsysfs, tcp_wrappers, grep, mailx, keyutils-libs, conntrack-tools, libverto, kubelet, p11-kit-trust, bind-libs, ntp, smartmontools, rootfiles, xz-libs, docker-ce, docker - nginx, fuse-exfat, libdb, samba-client, vim-enhanced, libgcc, libgpg-error, cifs-utils, grub2-pc-modules, exfat-utils, nss-softokn-freebl, gzip, rcs, glibc, libnl3, atop, nspr, sqlite, haproxy, libsepol, lsof, zlib, diffutils, net-tools, libcom_err, elfutils-libelf, shared-mime-info, file-libs, findutils, iptables, pam, ethtool, libss, libpng, libnl3-cli, GeoIP, cyrus-sasl-lib, vim-minimal, groff-base, tar, libunistring, coreutils, libedit, krb5-libs, libnftnl, centos-release, lzo, glib2, slang, python, python-firewall, jansson, python-perf, shadow-utils, python-decorator, libssh2, pciutils-libs, logrotate, nss-sysinit, python-slip, nss-tools, curl, yum-metadata-parser, rpm, gnupg2, python-configobj, rpm-python, libnetfilter_conntrack, yum, linux-firmware, gettext, ipset, kernel-tools-libs, util-linux, pkgconfig, kpartx, python-gobject-base, dracut, device-mapper-libs, elfutils-libs, dbus-libs, centos-logos, dbus, fipscheck-lib, grub2-tools-minimal, initscripts, grub2-tools-extra, policycoreutils, python-pycurl, dhcp-common, acl, mozjs17, libndp, libdaemon, libaio, ustr, polkit-pkla-compat, quota-nls, os-prober, python-IPy, libreport-fileutils, iotop, glibc, libevent, libpciaccess, libldb, libbasicobjects, avahi-libs, rpcbind, libxslt, ebttables, openscap, dbus-glib, libwbclient, python-slip-dbus, samba-common-libs, python-pyudev, libverto-tevent, plymouth-scripts, samba-libs, libestr, libnetfilter_cttimeout, numactl-libs, gpm-libs, perl-parent, pth, perl-podlators, perl-Pod-Escapes, gpgme, perl-Encode, perl-libs, perl-Socket, perl-threads, irqbalance, device-mapper-event, polkit, cronie, libfastjson, sg3_utils-libs, bind-license, dhclient, kbd-legacy, firewalld-fileutils, kbd, mariadb-libs, teamd, audit, lvm2, selinux-policy-targeted, kernel, microcode_ctl, NetworkManager-libnm, kernel-tools, shim-x64, libcroco, e2fsprogs, openssl, efibootmgr, libgomp, dmidecode, perl-Carp, perl-Time-Local, perl-Scalar-List-Utils, openssl-server, chkconfig, perl, authconfig, docker-ce-cli, libarchive, parted, popt, libnfsidmap, gawk, libpcap, libcap, containerd.io, sed, libnetfilter_queue, gmp, ntpdate, kubeadm, iftop, bzip2-libs, jq, gpg-pubkey, libxml2, openscap-scanner, tzdata, libgcrypt, rsync, bash, expat, screen, libselinux, which, zip, libuuid, file, libmnl, iproute, libpwquality, e2fsprogs-libs, kmod-libs, xz, ca-certificates, libidn, libblkid, tcp_wrappers-libs, python-libs, newt, python-linux-procfs, gdbm, grubby, hostname, nss-pem, libcurl, newt-python, openldap, python-iniparse, yum-plugin-fastestmirror, ipset-libs, less, libsmartcols, device-mapper, libdb-utils, cryptsetup-libs, systemd, fipscheck, grub2-tools, dhcp-libs, libuser, grub2-pc, cronie-anacron, make, libteam, snappy, bind-libs-lite, hardlink, kbd-misc, kexec-tools, qrencode-libs, rsyslog, grub2, hwdata, dracut-config-rescue, libselinux-python, xfsprogs, iputils, iprutils, samba-common, crontabs, cri-tools, nss-softokn-freebl, libtdb, keyutils, libref_array, cups-libs, dbus-python, libsmbclient, plymouth-core-libs, samba-common-tools, lsscsi, vim-common, virt-what, perl-Pod-Perldoc, perl-Pod-Usage, perl-Storable, Gorilla Mux, go-qrcode, golang-collections, gographics-imagick, gographics-imagick, go-thaiwordcut,

enzyme-adapter-react-16, enzyme, mochapack, @babel/plugin-proposal-class-properties, @babel/plugin-proposal-object-rest-spread, webpack-cli, ignore-styles, terser-webpack-plugin, extract-text-webpack-plugin, react-cookie, golang.org/x/text, golang.org/x/tools, golang.org/x/crypto, k8s.io/apimachinery, k8s.io/api, k8s.io/client-go, debian, pdfium, @babel/plugin-proposal-optional-chaining, delve

STATEMENT OF WORK EXHIBITS

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2 TASK/DELIVERABLE ACCEPTANCE CERTIFICATE	2
3 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART	3

CONTRACT DISCREPANCY REPORT**TO:****FROM:**

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY 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 _____

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE																		
		CONTRACT NUMBER																		
		TITLE																		
FROM: Contractor's Project Director (Signature Required) _____	TO: <i>County Project Director, _____</i>																			
<p>Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Contract, Appendix A (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p>																				
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers and brief description as set forth in the Statement of Work)																			
Comments:																				
Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Appendix A (Statement of Work), including any additional documentation reasonably requested by County.																				
<p style="text-align: center;">County Acceptance:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">NAME _____</td> <td style="width: 33%;">SIGNATURE _____</td> <td style="width: 33%;">DATE _____</td> </tr> <tr> <td>County's Project Manager</td> <td></td> <td></td> </tr> <tr> <td>NAME _____</td> <td>SIGNATURE _____</td> <td>DATE _____</td> </tr> <tr> <td>County's IT Project Manager</td> <td></td> <td></td> </tr> <tr> <td>NAME _____</td> <td>SIGNATURE _____</td> <td>DATE _____</td> </tr> <tr> <td>County's Project Director</td> <td></td> <td></td> </tr> </table>			NAME _____	SIGNATURE _____	DATE _____	County's Project Manager			NAME _____	SIGNATURE _____	DATE _____	County's IT Project Manager			NAME _____	SIGNATURE _____	DATE _____	County's Project Director		
NAME _____	SIGNATURE _____	DATE _____																		
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County's IT Project Manager																				
NAME _____	SIGNATURE _____	DATE _____																		
County's Project Director																				

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
CONTRACT: Paragraph 7.0 (Administration of Contract- Contractor) Paragraph 7.2 (Contractor's Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation.	
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.24 (Failure to Maintain Insurance)	Contractor shall maintain or provide acceptable evidence that it maintains the Required Insurance or it shall constitute a material breach of the Contract.	Inspection and Observation.	
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.26 (Liquidated Damages)	Contractor shall correct Deficiencies identified by Department Head or designee within specified time frames.	Contract Deficiency Report Form	\$1,000 per day.
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 8.38.	File Inspection.	
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation.	
Statement of Work: Section 4.0 (Quality Control Plan)	Contractor shall submit a Quality Control Plan (QCP) and, if requested in writing by County, on not less than an annual basis following Contract award.	Report Submission.	
Statement of Work: Section 5.0 (Quality Assurance Plan)	Contractor's representative shall attend all scheduled monthly meetings.	Attendance and Observation.	

Statement of Work: Section 6.0 (Quality Assurance Plan) Sub-Section 5.2	Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Monitor within three workdays upon receipt of a formal Contract Discrepancy Report.	Inspection and Discrepancy Report.	
Statement of Work: Section 6.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Monitor within three workdays.	Inspection/Discrepancy Report.	\$100 per occurrence.
Statement of Work: Section 6.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall resolve discrepancy within five (5) business days after notification or a time period mutually agreed upon by County and Contractor.	Inspection/Discrepancy Report.	\$100 per occurrence.
Statement of Work: Section 6.12 (Contractor's Office)	Contractor's Project Manager and alternate shall be available and accessible to RR/CC via telephone or e-mail during regular business hours.	Observation.	\$50 per day.
Statement of Work: Section 6.5 (Project Manager), Sub-section 6.5.3	Contractor shall provide a designated alternate to act as Project Manager in the event Project Manager is not available by phone during regular business hours.	Inspection/Observation.	\$50 per day.
Statement of Work: Section 6.7 (Identification Badges), Sub-section 6.7.1	Contractor shall ensure employees assigned to County facilities are appropriately identified.	Inspection/Observation.	\$100 per occurrence.
Statement of Work: Section 6.6 (Personnel), Sub-section 6.6.2	Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.	Inspection.	
Statement of Work: Section 7.0 (Unscheduled Work)	Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work.	Inspection.	\$100 per occurrence.
Statement of Work: Task 1.1 (Tally System Version 4.0 Implementation)	Contractor shall complete all Deliverables assigned to Task 1.1 by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	Sprint Status Reports and Release Notes.	

Statement of Work: Task 2.1 (VBL 3.0 Build)	Contractor shall complete all Deliverables assigned to Task 2.1 by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	Sprint Status Reports and Release Notes	
Statement of Work: Task 3.1 (VBL and Tally System Technical Documentation)	Contractor shall complete all Deliverables assigned to Task 3.1 by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	Updated and Final User Guides and Manuals	
Statement of Work: Task 3.2 (VBL and Tally System Future State Stewardship)	Contractor shall complete all Deliverables assigned to Task 3.2 by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	Update and Status Reports	
Statement of Work: Task 4.1 (Election Support)	Contractor shall complete all Deliverables assigned to Task 4.1 by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	Election Support Backlog Update and Status Report	
Statement of Work: Task 5.1 (VBL Knowledge Transfer)	Contractor shall complete all Deliverables assigned to Task 5.1 by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	VBL Knowledge Transfer Status and Final Reports	

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.

Sheila Williams

Chief Executive Office

Date



William S. Kehoe
CHIEF INFORMATION OFFICER

DRAFT

Attachment III

CIO ANALYSIS

BOARD AGENDA DATE:

5/18/2021

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to “requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**,” per [Board Policy 6.020, “Chief Information Office Board Letter Approval”](#). This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

APPROVAL OF SOLE SOURCE CONTRACT WITH DIGITAL FOUNDRY, INC.

CONTRACT TYPE:

☒ New Contract ☒ Sole Source ☐ Amendment to Contract #: Enter contract #.

SUMMARY:

Description:

This request is for a Sole Source Contract with Digital Foundry, Inc. to complete the development, testing, and implementation of VSAP Tally (Tally) Version 4.0 and Ballot Layout Application (VBL) Version 3.0. Both systems will be tested and certified by the California Secretary of State (SOS) for use in elections in Los Angeles County. The SOS certifications of the new versions of Tally and VBL will require major updates to the existing systems, including the addition of six languages (Bengali, Burmese, Gujarati, Indonesian, Mongolian, and Telugu) to meet language requirements of Assembly Bill 918 and the new California Elections Code Section 14201. The SOS also requires any new versions of Tally and VBL to meet or exceed Federal Information Processing Standards (FIPS) 140-2 cryptographic compliance. All software development will comply with applicable requirements in the California Voting System Standards and other California laws and regulations affecting voting system testing and certification.

The Contract also provides for technical support through the 2022 Gubernatorial Primary Election Cycle, and technical services for a possible Governor Recall Election later this year.

Additionally, as part of the Contract, Digital Foundry will provide Tally and VBL software knowledge transfer to a team of RR/CC software developers. In order to accomplish this, the software development efforts will follow a co-development strategy to ensure the

APPROVAL OF SOLE SOURCE CONTRACT WITH DIGITAL FOUNDRY, INC.

County's staff the ability to operate and support the Tally and VBL applications following implementation. The ultimate goal is for the County to gain greater proficiency and independence from Digital Foundry. The development team will consist of Contractor and County software developers and the work of the development team will be governed by a Project Backlog that details and prioritizes the features and functions to be implemented. The goal is to onboard and train County resources to assume maintenance and support responsibilities of these applications at the end of this Contract. Digital Foundry will develop a plan and timeline for the necessary knowledge transfer.

Because Digital Foundry was the original architect and developer of the Tally and VBL systems, and a strategic partner in the overall VSAP effort, the Office of the CIO supports this sole source Contract. Engaging a new development partner at this point would introduce risks and possible delays to the project and certifications of these systems.

The Contract is a fixed-cost, deliverables-based, and the term is one year.

Contract Amount: \$8,884,000

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Services.....	\$	8,884,000
Contingency.....	\$	888,400

Notes:

FUNDING REQUEST FOR THE ONE-YEAR TERM AT \$8,884,000 WAS SUBMITTED TO THE CEO AS PART OF THE DEPARTMENT'S FISCAL YEAR (FY) 2021-22 RECOMMENDED BUDGET. IF THE 10% DELEGATED AUTHORITY AMOUNT IS UTILIZED, THE TOTAL CONTRACT COST WILL INCREASE BY \$888,400 FOR A MAXIMUM CONTRACT SUM OF \$9,772,400.

RISKS:

1. As with any software development project, there are risks in the areas of quality, cost and schedule. RR/CC has mitigated the quality risks by negotiating a well-defined Statement of Work that utilizes an iterative agile software development methodology to address the new requirements for Tally 4.0 and VBL 3.0. The system development will be organized around five major workstreams (Production Tally Implementation, Ballot Layout Application, Program Management, Election Support, and Knowledge Transfer). Also, Quality Control and Quality Assurance plans will be developed to ensure a consistently high level of service throughout the contract and to allow the County to evaluate the Contractor's performance. Additionally, the Contractor will provide a full-time Project Manager throughout the engagement. Cost risks have been mitigated by making this a fixed-price, deliverables-based Contract. Unfortunately, Digital Foundry showed limited flexibility when negotiating Contract costs. Schedule risks have been mitigated by developing an aggressive, but reasonable, timeline in

APPROVAL OF SOLE SOURCE CONTRACT WITH DIGITAL FOUNDRY, INC.

order to complete the development, testing, and certification of the systems before the 2022 Gubernatorial Primary Election.

2. Because RR/CC plans to take over responsibility for maintenance and support of the Tally and VBL systems at the end of this Contract, there are risks around knowledge transfer. To mitigate this risk, RR/CC will follow a co-development strategy to ensure County staff develops the ability to operate and support the Tally and VBL systems following implementation, with the goal of gaining independence from Digital Foundry. Digital Foundry will develop a plan and timeline for the necessary knowledge transfer.
3. While no security risks have been identified, the Chief Information Security Officer and Deputy CIO have engaged in discussions with RR/CC and Digital Foundry to ensure that the latest privacy and security language have been incorporated into the Contract.
4. There are some risks regarding system certification by the SOS prior to the 2022 Gubernatorial Election, but these have been mitigated by the development of an attainable timeline.
5. While no contract risks have been identified, the Office of the CIO has collaborated with County Counsel on a full review and edit of the Contract and Statement of Work. The contract includes Cyber Liability Insurance (limit of \$2 million per occurrence and \$4 million aggregate during the term of the contract) and an appropriate provision for Liquidated Damages.

PREPARED BY:

HENRY BALTA, DEPUTY CHIEF INFORMATION OFFICER

April 8, 2021

DATE

APPROVED:

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

DATE



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

February 3, 2021

TO: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

Fesia Davenport, Chief Executive Officer

FROM: Dean C. Logan,  Registrar-Recorder/County Clerk

NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE NEGOTIATIONS WITH DIGITAL FOUNDRY FOR CONTINUED PRODUCTION SOFTWARE DEVELOPMENT OF THE TALLY SYSTEM AND BALLOT LAYOUT APPLICATION UNDER VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)

This is to provide a notice to your Board that the County of Los Angeles (County) Department of Registrar-Recorder/County Clerk (Department) intends to enter into sole source negotiations with Digital Foundry, Inc. (Digital Foundry) for continued production software development of the VSAP Tally System (Tally) Version 4.0 and Ballot Layout Application (VBL) Version 3.0.

Secretary of State (SOS) Certification for VSAP Tally System Version 4.0 and Ballot Layout Version 3.0 is scheduled to start in June 2021. SOS certification will require major updates to the existing application, which include addition of Bengali, Burmese, Gujarati, Indonesian, Mongolian, and Telugu to meet language requirements of Assembly Bill 918 and the new California Elections Code Section 14201.

Additional scope of work includes:

- Changes in the Tally Environment software stack to replace an unsupported version of Centos and a revised runtime environment using Kubernetes and RabbitMQ.

- Required Federal Information Processing Standards (FIPS) compliance. Work entails both Tally and VBL adhere to a set of Federal standards for document processing, encryption algorithms, and other information technology standards.
- Added functionality and reports needed to support major elections. Includes the ability to support Canvass operations through a ballot viewer and detailed results by batch, contest, district, and/or precinct.
- Additional development to support six (6) additional languages as mandated by SOS. Those languages are: Gujrati, Telegu, Mongolian, Indonesian, Burmese, Bengali.
- Continue system administration and development transfer of knowledge to county staff.

The sole source agreement will ensure continuity of services to ensure SOS certification prior to the 2022 Gubernatorial Primary Election.

The estimated cost of the sole source contract will be negotiated and finalized prior to the Department's anticipated submission for the Operations Cluster Meeting on March 10, 2021 in order to be considered by your Board on March 30, 2021. Funding for the contract is included in the Department's FY 2021-22 Recommended Budget.

BACKGROUND

VSAP addresses an aging voting system and an increasingly large and complex electorate. Its goal is to modernize the voting experience as well as the systems and processes that support it through an open, transparent, participatory, and data-driven approach centered on the voter as well as human factors involved in engagement and participation in the democratic process.

The Department engaged with Digital Foundry under a competitive Enterprise Master Services Agreement (ESMA) Work Order (No. 2016-010) on July 18, 2016 to architect, develop and prototype a VSAP Tally solution capable of processing and tabulating the new VSAP Vote by Mail (VBM) paper ballots.

On January 10, 2018 the Department amended the work order to extend the engagement to June 30, 2018 and add scope to develop and test an initial Version 1.1.2.2 release of the VSAP Tally System, supporting core Tally functionality only, and gain Secretary of State (SOS) approval for its use to tally VBM ballots in the November 6, 2018 Gubernatorial General Election.

The Department, with the authorization of the Board of Supervisors, entered into a Sole Source Agreement on June 12, 2018 for the Development of VSAP Tally 2.0. This new version allowed for the tally of BMD ballots, in addition to the VBM ballots. VSAP Tally 2.0 was implemented during the March 3, 2020 Election.

Honorable Board of Supervisors
February 3, 2021
Page 3 of 3

On October 1, 2020, the California Secretary of State granted conditional approval for VSAP 2.1 which included Tally 2.2.2.31 and VBL 1.1.3. VSAP 2.1 was successfully implemented during the November 3, 2020 Presidential General Election.

CLOSING

Digital Foundry has been an instrumental and strategic vendor partner to VSAP since June 2018 providing Tally System and Ballot Layout Application subject matter expertise. If you have any questions regarding this matter, please contact me at (562) 462-2716. Unless otherwise instructed by the Board no later than March 3, 2021, the Department will proceed to enter into sole source negotiations with Digital Foundry and present a sole source contract anticipated to be before the Board on March 30, 2021.

DCL:DM:AN
VW:jw

BOARD LETTER/MEMO – FACT SHEET

OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	4/28/2021				
BOARD MEETING	5/18/2021				
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
SUPERVISORIAL DISTRICT AFFECTED	District 5, District 3				
DEPARTMENT	ISD				
SUBJECT	Request approval to accept grant funds and execute contracts for electric vehicle charging station infrastructure (EVSE) and installation from the Los Angeles Department of Water and Power (LADWP) Antelope Valley.				
PROGRAM	Clean Transportation Program				
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS	ISD has been awarded \$300,000 from the LADWP's Community Emission Reductions Grant Program to install a minimum of 43 electric vehicle chargers at the UCLA Olive View Medical Center in Sylmar, CA. The LADWP Board will meet on May 19 to approve the Agreement between the County and LADWP and ISD needs to countersign the agreement in a timely manner. ISD needs to allocate current Fiscal Year funds and contract out the projects before the end of the Fiscal Year.				
COST & FUNDING	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total cost: \$300,000</td><td style="width: 50%;">Funding source: ISD EV Cost Pool</td></tr> </table> TERMS (if applicable): ISD will be reimbursed \$300,000 through the grant, in three funding periods over the 36-month term of the grant. Explanation: There are no costs to accepting grant funding. ISD's Fiscal Year 2020-21 Budget has available appropriation for this project, which will be fully offset by applicable LADWP grant funds up to \$300,000. As a result, there is no impact to NCC.			Total cost: \$300,000	Funding source: ISD EV Cost Pool
Total cost: \$300,000	Funding source: ISD EV Cost Pool				
PURPOSE OF REQUEST	The purpose of this request is to allow ISD to accept grant funds and enter into an Agreement with LADWP in order to increase access to chargers within District 5 and District 3. Chargers will be installed at the UCLA Olive View Medical Center. The County will partner with the California Conservation Corps on this grant and Corps Members will receive job training to install EVSE. ISD requests Board approval to accept and execute contracts for the LADWP grant.				
BACKGROUND (include internal/external issues that may exist)	To date, the County has installed over 600 EVSEs at 70 locations. The LADWP Community Emission Reduction Grant Program creates an opportunity to include a workforce development component and an employee education component to this EVSE installation project. ISD has been working with DHS and identified a need for chargers at this location. According to the 2019 Annual Vehicle Ridership Survey there were over 100 employees working at the Medical Center that drive EVs. DHS facilities management also indicated a need for the public to charge their EVs. Without this funding, ISD would not have sufficient funding to install EVSE and meet the County's Sustainability target of installing 15,000 charging stations by 2035. Grant funding through this targeted program by AVAQMD would support ISD's ongoing efforts to provide EVSEs and promote EV adoption for County departments and visiting public.				
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <table style="width: 100%;"> <tr> <td style="width: 50%;">Minh Le, General Manager 562-367-5153, msle@isd.lacounty.gov</td> <td style="width: 50%;">Laura Iannaccone, Administrative Manager 562-417-6077, iannaccone@isd.lacounty.gov</td> </tr> </table>			Minh Le, General Manager 562-367-5153, msle@isd.lacounty.gov	Laura Iannaccone, Administrative Manager 562-417-6077, iannaccone@isd.lacounty.gov
Minh Le, General Manager 562-367-5153, msle@isd.lacounty.gov	Laura Iannaccone, Administrative Manager 562-417-6077, iannaccone@isd.lacounty.gov				

BOARD LETTER



Selwyn Hollins
Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

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

"Trusted Partner and Provider of Choice"

May 18, 2021

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

Dear Supervisors:

AUTHORIZATION TO ACCEPT AND EXECUTE CONTRACTUAL DOCUMENTS ON BEHALF OF THE COUNTY IN SUPPORT OF THE LOS ANGELES DEPARTMENT OF WATER AND POWER'S COMMUNITY EMISSIONS REDUCTION GRANT PROGRAM (SUPERVISORIAL DISTRICTS 5 AND 3 - 3 VOTES)

The Internal Services Department was awarded a \$300,000 grant from the Los Angeles Department of Water and Power's (LADWP) Community Emissions Reduction Grant Program to install electric vehicle charging stations and supply equipment (EVSE) at the UCLA Olive View Medical Center in Los Angeles. Requesting approval to authorize the Internal Service Department (ISD) to (1) execute agreements and undertake any and all activities to execute and deliver the grants (2) accept LADWP grant funds up to \$300,000; (3) amend this authorization should the County receive additional rewards for the same purpose, and (4) find that the proposed project is exempt from the California Environmental Quality Act (CEQA).

IT IS RECOMMENDED THAT YOUR BOARD

1. Delegate authority to the Director of ISD (or designee) to execute all required contractual and program documents to secure grant funding through the LADWP Community Emissions Reduction Grant Program to support electric vehicle charging station equipment acquisition and charging infrastructure installations;
2. Authorize the Director of ISD (or designee) to accept grant funds in amounts up to \$300,000 to support ISD's electric vehicle charging station program at the County location of UCLA Olive View Medical Center and to execute all necessary contractual and program documents (including without limitation, application, scope of work, amendments or change orders, and, subject to available funds, alterations in the grant amount); and to sign and submit requests for payment of

Honorable Board of Supervisors

May 18, 2021

funds;

3. Authorize the Director of ISD (or designee) to amend this authorization should the County receive additional awards for the same purpose; and
4. Find that the proposed projects are categorically exempt from the provisions of CEQA pursuant to Section 15301 (a), (d), and (f).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 6, 2019, your Board adopted the County Sustainability Plan, OurCounty, which sets a target of installing 5,000 electric vehicle charging stations by 2025 and 15,000 by 2035. On May 26, 2020, your Board established ISD as the lead County department for deploying charging station infrastructure and collecting data on clean transportation ([May 26, 2020](#)).

As identified by the California Environmental Protection Agency CalEnviroScreen 3.0, the census track where the UCLA Olive View Medical Center is located faces several pollution and health burdens. For example, the particulate matter (2.5M) and ozone levels are 66% and 85% higher than all other census tracks in California respectively. The traffic density is 75% higher than the rest of California, causing internal combustion engine cars to spend more time idling in traffic, increasing emissions that impact local air quality. Consequently, the asthma rate is higher than 74% of the census tracts in California sending more children and adults to the ER annually with respiratory problems. The area around community health centers is in need of increased focus for GHG reduction efforts. Zero-emission vehicles reduce air pollution, petroleum consumption and dependence, Greenhouse Gases (GHG), and the related air pollution health impacts.

There are currently four Level 2 chargers and 10 Level 1 electrical plugs at the hospital, which does not meet current or future demand. The 2019 Annual Vehicle Ridership survey conducted by ISD's Rideshare group identified 132 employees at the Medical Center that drive EVs to work. The hospital employs over 2,400 people. In addition to replacing existing chargers and adding 29 chargers to this location, this project will incorporate an educational component. We will introduce employees to Electrifyze, LA County Rideshare's new online educational platform developed by Green Light Labs, to inform them about electric vehicles and overcome barriers that keep people from making EV purchases.

The County requested \$300,000 to cover the costs of this project. Through this project, the County will also initiate a partnership with the California Conservation Corps' Energy Corps (CCC) based out of Norwalk. The grant includes \$15,000 in funding for training and curriculum development. Corps members will gain experience in the construction practices needed to install EV chargers. The remaining \$285,000 will cover the purchase and installation of EVSE. Additionally, ISD will use existing net County cost (NCC) funding to cover the project and financial management. Matching funds from CCC will cover their staff costs and the County will secure separate LADWP incentive rebates to cover EVSE, as set forth below in Fiscal Impact/Financing.

This LADWP opportunity enables the County to augment its budgeted funding and to make progress towards the County goal of installing 5,000 chargers by 2025. This project additionally creates opportunities for the County to initiate and learn from a workforce development model in partnership with CCC and an educational component in partnership with Green Light Labs.

May 18, 2021

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal II, Foster Vibrant and Resilient Communities via strategy II.3.5: Support a clean, flexible, and integrated multi-modal transportation system that improves mobility.

FISCAL IMPACT/FINANCING

ISD's Fiscal Year 2020-21 Budget has available appropriation for this project, which will be fully offset by applicable LADWP grant funds up to \$300,000. LADWP rebates will be used to cover the cost of purchasing EVSE up to \$215,000 and CCC will provide \$155,310 in match funding for corps member labor. As a result, there is no impact to NCC.

The project must be completed within 36 months of the fully executed grant agreement. It is anticipated that the grant documents will be fully executed during the second quarter of 2021.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, the Board approved guidelines for the acceptance of grants in amount of \$100,000 or more. These guidelines include a requirement that County departments prepare a grant management statement for review before carrying out the activities covered under the grant. Subsequent to the Board's delegation to the Director of ISD to accept grants in amounts up to \$1,000,000, a grant management statement will be prepared and approved by the Director or his designee for each grant received. The grant agreement will be reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

These projects are categorically exempt from the provisions of CEQA pursuant to Section 15301(a), (d), and (f) of CEQA guidelines.

CONTRACTING PROCESS

The EVSE charging infrastructure will be furnished through ISD Energy Efficiency Projects Master Agreement and will be installed either by County staff, or by sub-contractors identified through the County's Energy Efficiency Project Services Master Agreement (EEPMA) process. ISD will administer the LADWP Grant Agreement for all departments.

Honorable Board of Supervisors

May 18, 2021

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The EVSE procurements are routine and there will be no impact to current services. The installation of EVSE at DHS' Olive View Medical Center may cause some limited disruption at the site, but will be coordinated fully, in advance, with facilities managers, required technicians, and incumbent utilities.

CONCLUSION

The County's participation in the LADWP Community Emissions Reduction Grant Program will enable the County to hasten your Board's goals; more specifically, to accelerate the adoption of zero emission vehicles, reduce toxic vehicle emissions, increase GHG emissions reduction, and lessen the associated health impacts. Expanded charging infrastructure for fleet, employees, and the public, advances the County's delivery of environmental and social benefits from zero emission vehicles, especially in disadvantaged communities, and promotes interest in and awareness of zero-emission vehicles. Implementation of this proposal will enable an increase in the number of zero-emission miles driven and improve air quality in this area. Further, by using the Electrifyze educational platform, this project will increase the likelihood of EV adoption. Through partnership with CCC, this project will additionally develop a model to partner with workforce training programs for future EVSE installations. This proposed project will bring much needed electrification infrastructure to the Medical Center and surrounding area, which currently is overburdened by pollution from transportation.

The Executive Office, Board of Supervisors, is requested to return a stamped copy of the approved Board letter to the Director of ISD.

Respectfully submitted,

Selwyn Hollins Director

Enclosures (4)

c: Executive Office, Board of Supervisors Chief
Executive Officer

ATTACHMENTS

1. MOU
2. LADWP Community Emission Reduction Grant Overview
3. CCC Overview
4. Electrifyze Overview

1.

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE LOS ANGELES DEPARTMENT OF WATER AND POWER

TO IMPLEMENT COMMUNITY EMISSIONS REDUCTION PROGRAM

GRANTS FOR NON-PROFIT ORGANIZATIONS

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Exhibit 1: Scope of work

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Appendix A:	Equal Benefits Ordinance Compliance Affidavit
Appendix B:	Non-Discrimination and Equal Employment Practices
Appendix C:	Small Business Enterprises (“SBEs”) / Disabled Veteran Business Enterprises (“DVBES”) Participation Program
Appendix D:	Certification of Compliance with Child Support Obligations
Appendix E:	Iran Contracting Act of 2010
Appendix F:	Business Tax Registration Certificate Application
Appendix G:	Request for Taxpayer Identification Number and Certification (Form W-9)
Appendix H:	Vendor Authentication Form
Appendix I:	CEC Form 50 – Bidder Certification
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Appendix K:	Living Wage Ordinance

This Agreement is made and entered into by the City of Los Angeles, acting by and through its Department of Water and Power (LADWP), a municipal corporation of the State of California, and the County of Los Angeles (COUNTY), a public entity within the State of California . Hereinafter LADWP and COUNTY shall be referred to individually as “Party”, and collectively as “Parties.”

RECITALS

WHEREAS, the LADWP Community Emission Reduction Grant Program (“Program”) is awarding grants to local non-profit organizations and public entities for emission reduction projects in the Harbor and Valley communities to reduce particulate, nitrogen oxide, and greenhouse gas emissions.

WHEREAS, grants are being funded through the LADWP Power Revenue fund with proceeds from LADWP’s participation in California’s Cap and Trade Program, including proceeds from Low Carbon Fuel Standard credits.

WHEREAS, the intent of this Program is to distribute grant funds to multiple non-profit organizations for projects in the City for the purpose of reducing emissions and encouraging electrification in the Harbor and Valley communities.

WHEREAS, the Program will fund organizations to implement emission reduction programs and LADWP will be actively engaged in the progress of these emission reduction projects and hopes to encourage community involvement.

WHEREAS, eligible organizations must:

- have maintained 501(c)3 non-profit status for the past three years while located in the City of Los Angeles, which may be shown through IRS registration and/or a publicly accessible office with signage; and registered with the California Attorney General's Registry of Charitable Trusts (form CT-1);
- have established track record of providing services to the community – especially relating to education, energy, water or economic issues;
- have the capacity to track numbers of constituents reached & referred, labor costs & expenditures, and maintain records acceptable for a City financial audit;
- implement projects in Council Districts 2, 6, 7, and 15;
- Choose projects that comply with CARB’s Cap-and-Trade program’s or Low Carbon Fuel Standards (LCFS) program’s funding requirements while providing greenhouse gas (GHG) reductions.

NOW, THEREFORE, the LADWP and COUNTY agree to enter into and abide by the terms and conditions of this Agreement.

ARTICLE I. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- A. The Los Angeles Department of Water and Power, having its principal office at 111 North Hope Street, Los Angeles, CA 90012.
- B. County of Los Angeles, having its principal office of the Internal Services Department at 1100 N.

Eastern Avenue, Los Angeles, CA 90063 is a duly formed and registered California non-profit corporation

ARTICLE II. TERM OF AGREEMENT AND RESPONSIBILITIES OF PARTIES

Section 201: Term. The Term of this Agreement shall commence on the date of full execution and shall end within 36 months.

Section 202: Responsibilities. The Parties' responsibilities for the implementation of the program are outlined in the sections below.

Section 203: Scope of Work to be Completed by COUNTY . Scope of Work is attached as **Exhibit 1**.

Section 203.1: Coordination. Upon execution of the Agreement by the Parties, NON-PROFIT ORGANIZATION will maintain close coordination with LADWP regarding the progress of grant activities.

Section 203.2: Funding. LADWP shall provide funding in three grant installments and in a total amount not to exceed \$300,000.

- Funding Period No. 1 - \$15,000 upon training for CCC crew members
- Funding Period No. 2 - \$142,500 upon EVSE installation of one parking lot
- Funding Period No. 3 - \$142,500, upon EVSE installation of second parking lot

Upon each progress completion, COUNTY shall submit a Grant Installment Request (GIR) evidencing milestones met in accordance with the Scope of Work and key expenditures incurred in order to receive the grant funds. GIRs shall be sent to communitygrants@ladwp.com. LADWP shall review and approve the GIR prior to issuing a grant installment and may request additional documentation, as needed.

Section 203.3: Reporting. COUNTY shall maintain records of work hours, activities, and expenditures in a manner to provide as-requested reports to LADWP and, in the event of an audit, to be reviewed at its principal office. The COUNTY shall prepare and deliver to LADWP a [monthly/quarterly/] written report that describes the use of the Funds and demonstrates compliance with the terms of the grant. A final combined report and GIR following the format provided by LADWP shall be submitted at the end of the project, prior to receiving the final grant installment.

Section 203.4: Use of the LADWP's Name; No Agency. The COUNTY is not an agent of LADWP and is not authorized to make any representations, either express or implied, that it is acting on behalf of LADWP. The COUNTY shall ensure that all materials and external communications include a description of the Scope of Work as a grant project of LADWP. All community programs, public communications, processing and acknowledgment of cash and noncash revenue items, accounts payable and receivable, negotiation of leases and contracts, disbursement of the Funds, and other activities conducted in furtherance of the Scope of Work shall be the responsibility of the COUNTY.

ARTICLE III. FUNDING

Section 301: Fund transfers. All funding transfers from LADWP to COUNTY shall occur within 30 days of LADWP funding approval, following receipt of the funding request in accordance with the Scope of Work, proper documentation, and subject to the Terms and Conditions set forth in this Agreement.

Section 302: Fund Amounts. Funding amounts may vary from the amounts stated in this Agreement.

Section 303: Use of Funds. The COUNTY shall only expend funds in conformity with this Agreement, the Scope of Work, the strategies and programs developed in the grant submittal for the grant request, and as allowed under applicable City of Los Angeles, State of California, local, and Federal laws. The COUNTY shall only use the Funds to carry out the grant's purpose and for no other purpose. All expenses directly related to the Scope of Work shall be paid for from the Funds. The Parties shall maintain records as required in conformance with applicable federal, State, and local regulations.

Section 304: Improper Use of Funds. Any use of funds or expenditures deemed to be improper [by LADWP's Chief Sustainability Officer] shall be refunded by COUNTY to LADWP within 60 days from the date of such determination. Improper use of funds may include, but is not limited to, funds used for programs outside of the Scope of Work, such as:

1. Conducting a fundraising campaign or event, including the development of solicitation materials;
2. Engaging a professional fundraiser or professional fundraising counsel;
3. Submitting letters of inquiry and grant proposals;
4. Entering into grant agreements, pledges, or other commitments with potential donors;
5. Participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office;
6. Induce or encourage violations of law or public policy;
7. Cause any private inurement or improper private benefit to occur; and
8. Take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code or that may jeopardize the Non-Profit Organization's tax-exempt status or reputation.

In addition, all charitable solicitations must be made in the Non-Profit Organization's name. LADWP's name shall not be used for charitable solicitations.

ARTICLE IV: ACCESS TO RECORDS AND AUDITS

Section 401: COUNTY shall provide LADWP with full and free access to all books, papers, documents and records that are pertinent to the performance of the COUNTY under this Agreement, including the right to audit, and to make excerpts from transactions and reports, in compliance with laws, regulations and administrative requirements. If COUNTY utilizes contractors to perform any of the work under this Agreement, the contracts with those contractors must state that they are subject to audit, as are any subcontractors they may use. Any use of funds or expenditures deemed to be improper [by LADWP's Chief Sustainability Officer] shall be refunded by COUNTY to LADWP within 60 days from the date of such determination.

Section 402: COUNTY shall keep and maintain accurate, complete, and separate records in accordance with generally accepted accounting principles, showing all assets, liabilities, income, and expenditures for the Scope of Work.

Section 403: Reporting of Funds. COUNTY shall include the Funds received for the Scope of Work on its informational returns filed with the Internal Revenue Service and the applicable California state office. The

Parties agree that all money and the fair market value of all property held by the COUNTY on behalf of the project shall be reported as the income of the COUNTY for both federal and state tax purposes and for purposes of the COUNTY's financial statements. LADWP may provide the COUNTY with the information and reports that COUNTY reasonably requests for its tax reporting purposes.

Section 404: Survival. The rights and obligations of the Parties set forth in Article IV, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination of this Agreement, shall survive any such termination of this Agreement.

ARTICLE V: GENERAL TERMS AND CONDITIONS

Section 501: Authorized Representative. Each Party hereto shall designate an authorized representative who shall be authorized to act on its behalf with respect to those matters contained herein (each an "Authorized Representative"), which shall be the functions and responsibilities of such Authorized Representatives. Each Party may also designate an alternate who may act for the Authorized Representative. The Authorized Representative of the LADWP and the COUNTY who are authorized to administer this AGREEMENT and to whom formal notices, demands and communication shall be given are as follows:

The representatives of COUNTY shall be, unless otherwise stated in this AGREEMENT:

County of Los Angeles
Director Selwyn Hollins, Internal Services Department
1100 N Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-2101
Email: SHollins@isd.lacounty.gov

The representatives of LADWP shall be, unless otherwise stated in this AGREEMENT:

Martin L. Adams
LADWP General Manager & Chief Engineer
Los Angeles Department of Water and Power
111 North Hope Street, Room 1520
Los Angeles, CA 90012
Telephone: (213) 367-0128
Email:

Formal notices, and demands to be given hereunder by either party shall be made in writing and may be effected by: personal delivery or by registered or certified mail, postage prepaid, return receipt requested with a confirmation by email, and shall be deemed communicated as of the date of mailing. All other forms of communications may be sent by email.

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given by U.S. mail and by email, within five (5) working days of said change.

Section 502: No Dedication of Facilities or Intellectual Property. Any undertaking by COUNTY hereto, under any provisions of this Agreement, shall not constitute the dedication of any system, facility, or Intellectual Property, or any portion thereof by COUNTY to LADWP or the public, and it is understood and

agreed that any undertaking by the COUNTY under this Agreement shall cease upon the termination of this Agreement.

Section 503: No Assignment of Grant Funds. COUNTY shall not assign any of its interests in, or to any grant funds, or delegate any of its obligations, under this Agreement without the prior written consent of LADWP.

Section 504: No Agreement for Retail Electric Service. This Agreement does not constitute an Agreement by LADWP to provide retail electrical service to COUNTY or any third party. Such arrangements must be made separately with LADWP.

Section 505: Disclosure of Information. COUNTY acknowledges that LADWP is subject to disclosures as required by the California Public Records Act, Cal. Govt. Code §§ 6250 *et seq.* and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 *et seq.* Information of COUNTY provided to LADWP pursuant to this Agreement will become the property of LADWP and COUNTY acknowledges that LADWP shall not have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of LADWP'S copying, or legally authorized release to a third party, of any of the information of COUNTY pursuant to either of the aforementioned Acts.

Section 506: Attorneys' Fees. Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs.

Section 507: Indemnification. Unless caused by the gross negligence or intentional misconduct of LADWP, its directors, officers, employees, agents or persons under its control, COUNTY shall indemnify, defend and hold harmless LADWP, and their respective directors, officers, managers, employees, agents and representatives, from and against any claims, suits, actions, judgments, losses, damages, demands, and liability (legal, contractual or otherwise) which arise from, or are connected with COUNTY'S obligations set forth in the Agreement and result in (i) injury to or death of persons; (ii) injury or losses to property or other rights and interests of any persons or parties; or (iii) violation of local, state, or federal laws, statutes, rules, or regulations, including environmental laws or regulations or strict liability imposed by any laws and regulations, arising out of or caused by LADWP providing grant monies to COUNTY pursuant to this Agreement or the Program, or that are in any way connected with COUNTY'S management of grant monies provided by LADWP hereunder, or COUNTY'S activities performed with the grant funds provided by LADWP hereunder.

Section 508: Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, the County of Los Angeles, and the City of Los Angeles, without regard to conflict of law principles.

Section 509: Venue. All litigation arising out of, or relating to this Agreement, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

Section 510: Consents and Approvals and Waivers. Any approval required under this Agreement shall be in writing and executed by an authorized representative of the Party granting approval.

Any waiver by COUNTY or LADWP of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by COUNTY or LADWP to take action on any breach or default of the other or to pursue any remedy allowed under this Agreement or any applicable law. Any extension of time

granted to COUNTY or LADWP to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by COUNTY or LADWP to any act or omission by the other shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for COUNTY's or LADWP's written consent to future waivers.

Section 511: Defaults and Termination. In the event that any party is in default of their obligations pursuant to this Agreement, the performing party may send notice to the party in default describing the default and the actions required to cure.

If the defaulting party fails to cure the default within 30 days after notice, or fails within 30 days after notice to commence action necessary to cure the default, or if longer than 30 days is reasonably required to cure the default, then the performing party may terminate this Agreement by providing written notice to all parties.

Both COUNTY and LADWP may also each terminate this Agreement, for their convenience, upon giving at least thirty (30) calendar days written notice to the other party prior to the effective date of such termination, which date shall be specified in such notice. Upon providing written notice of termination, any and all funding transfers shall cease.

Section 512: Entire Agreement and Number of Pages. This Agreement, including all Appendices, contains the full and complete Agreement between the COUNTY and LADWP. No verbal Agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

Section 513. Counterparts and Electronic Signature Process. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile or electronic mail (including pdf). Any electronic signature complying with California's Uniform Electronic Transactions Act (California Civil Code Section 1633.1, et seq.) or other applicable law, shall be as effective as an original signature. Any transmission method, including facsimile or email, of the signature and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes, provided that, for this Agreement, the Parties agree to accept LADWP's signature manually and to accept electronic signatures from [COUNTY] using [Electronic Transactions Act approved process, such as DocuSign] and sent by e-mail.

Section 514: LADWP Business Policies. COUNTY must submit all forms to comply with the business policies prior to the Effective Date of this Agreement. The term Contract and Agreement shall be used interchangeably. COUNTY shall comply with all business policies set forth below:

Section 514.1: Contractor Responsibility Ordinance. Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires the COUNTY to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect the COUNTY's fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, the COUNTY pledges, , to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees The COUNTY further agrees to: (1) notify the CITY within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the COUNTY is not in compliance with all applicable federal, state and

local laws in performance of this Contract; (2) notify the CITY within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the COUNTY has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

Section 514.2: Equal Benefits Ordinance. Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

1. During the performance of the Contract, the COUNTY certifies and represents that the COUNTY will comply with the EBO.
2. The failure of the COUNTY to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.
3. If the COUNTY fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
4. Failure to comply with the EBO may be used as evidence against the COUNTY in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
5. If the CITY'S Designated Administrative Agency determines that the COUNTY has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against the COUNTY in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The COUNTY shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

Section 514.3: Non-Discrimination. Unless otherwise exempt, this Agreement is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The COUNTY shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, the County of Los Angeles, and the City of Los Angeles. In performing this Agreement, COUNTY shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner

status, marital status or medical condition. Any subcontract entered into by COUNTY relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

Failure of the COUNTY to comply with these obligations or to obtain the compliance of its subcontractors with such obligations shall subject the COUNTY to the imposition of any and all sanctions allowed by law, including termination of this Agreement.

Section 514.4: Equal Employment Practices. Unless otherwise exempt, this Agreement is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

During the performance of this Agreement, the COUNTY agrees and represents that it will provide equal employment practices and the COUNTY and each subcontractor hereunder will ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

This provision applies to work or service performed or materials manufactured or assembled in the United States.

Nothing in this subsection shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

The COUNTY agrees to post a copy of subdivision (1) hereof in conspicuous places at its place of business available to employees and applicants for employment.

The COUNTY will, in all solicitations or advertisements for employees placed by or on behalf of the COUNTY, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

As part of LADWP's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the COUNTY shall certify in the specified format that it has not discriminated in the performance of City of Los Angeles contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

The COUNTY shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to employment practices, related to its performance under this agreement, by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City of Los Angeles contracts. On their or either of their requests the COUNTY shall provide evidence that it has complied or will comply therewith.

The failure of the COUNTY to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of this Agreement. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the COUNTY.

Upon a finding duly made that COUNTY has failed to comply with the Equal Employment Practices provisions of this Agreement, the Agreement may be forthwith canceled, terminated or suspended, in whole

or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition, thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that COUNTY is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, the COUNTY shall be disqualified from being awarded a contract with LADWP and the City of Los Angeles for a period of two years, or until the COUNTY shall establish and carry out a program in conformance with the provisions hereof.

Notwithstanding any other provision of this Agreement, LADWP shall have any and all other remedies at law or in equity for any breach hereof.

The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City of Los Angeles Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City of Los Angeles to accomplish the contract compliance program.

Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

At the time the COUNTY registers to do business with the City of Los Angeles, the COUNTY shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City of Los Angeles contracts.

Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

Hiring practices;

Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

Training and promotional opportunities; and

Reasonable accommodations for persons with disabilities.

The COUNTY shall include a like provision in all subcontracts awarded for work to be performed under the contract with LADWP and shall impose the same obligations, including filing and reporting obligations, on the subcontractors as are applicable to the COUNTY. Failure of the COUNTY to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the COUNTY to the imposition of any and all sanctions allowed by law, including termination of the COUNTY's contract with LADWP.

Section 514.5: Affirmative Action Program. Unless otherwise exempt, this Agreement is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, the COUNTY certifies and represents that the COUNTY and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this subsection shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The COUNTY shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The COUNTY will, in all solicitations or advertisements for employees placed by or on behalf of the COUNTY, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - C. As part of LADWP's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the COUNTY shall certify on an electronic or hard copy form to be supplied, that the COUNTY has not discriminated in the performance of City of Los Angeles contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - D. The COUNTY shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices, related to its performance under this agreement, by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City of Los Angeles contracts, and on their, or either of their, request to provide evidence that the COUNTY has or will comply therewith.
 - E. The failure of the COUNTY to comply with the Affirmative Action Program provisions of this Agreement may be deemed to be a material breach of this Agreement. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the COUNTY.
 - F. Upon a finding duly made that the COUNTY has breached the Affirmative Action Program provisions of this Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition, thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the COUNTY is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, the COUNTY shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.
 - G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the COUNTY has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City of Los Angeles contract, there may be deducted from the amount payable to the COUNTY by the City of Los Angeles under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City of Los Angeles contract.
 - H. Notwithstanding any other provisions of this Agreement, LADWP shall have any and all other remedies at law or in equity for any breach hereof.
 - I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City of Los Angeles contracts, and

rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City of Los Angeles to accomplish this contract compliance program.

- J. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The COUNTY shall submit an Affirmative Action Plan which shall meet the requirements of Chapter 1 of Division 10 of the Los Angeles Administrative Code at the time it submits its bid or proposal or at the time it registers to do business with the City of Los Angeles. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require the COUNTY to take part in a pre-registration, pre-bid, pre-proposal or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this subsection shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the COUNTY may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the COUNTY must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

The COUNTY may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

The Office of Contract Compliance shall annually supply the awarding authorities of the City of Los Angeles with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier, the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual Agreement of the awarding authority and the COUNTY.

The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

Classroom preparation for the job when not apprenticeable;

Pre-apprenticeship education and preparation;

Upgrading training and opportunities;

Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, *provided, however*, that any contract subject to this subsection shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

The entry of qualified women, minority and all other journeymen into the industry; and

The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

Any adjustments which may be made in the COUNTY's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the COUNTY at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

This subsection shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining Agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

The COUNTY shall include a like provision in all subcontracts awarded for work to be performed under the contract with LADWP and shall impose the same obligations, including filing and reporting obligations, on the subcontractors as are applicable to the COUNTY. Failure of the COUNTY to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the COUNTY to the imposition of any and all sanctions allowed by law, including termination of the COUNTY's contract with LADWP.

The COUNTY shall comply with the requirements of the City of Los Angeles and shall complete, sign, and submit to the Seller the applicable "Affidavit." An Affirmative Action Plan shall be in effect and on file with the COUNTY for the duration of this Agreement.

Section 514.6: Small Business Enterprises ("SBEs") / Disabled Veteran Business Enterprises ("DVBES") Participation Program. It is the policy of LADWP to provide SBEs, DVBES, Emerging Business Enterprises, Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), Lesbian, Gay, Bisexual, or Transgender Business Enterprises (LGBTBEs) and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LADWP contracts.

LADWP's goals for SBE/DVBE participation in performance of its contracts are twenty percent (20%) for SBEs and three percent (3%) for DVBES. The COUNTY shall assist LADWP in implementing this policy by taking all commercially reasonable steps to ensure that all available business enterprises, including small business enterprises and disabled veteran business enterprises, have an equal opportunity to compete for and participate in the work being requested by this Agreement.

Achievement of the overall small business enterprises and disabled veteran business enterprises participation commitment requirement will be tracked as an aggregate of work performed under the Agreement. Participation shall be measured by small business enterprises and disabled veteran business enterprises work completion and compensation. Therefore, during the term of the Agreement, the COUNTY shall utilize each listed subcontractor in Appendix C and track the amounts paid to each listed subcontractor.

Section 514.7: Child Support Policy. The COUNTY and all of its subcontractor(s) (if any) must fully comply with all applicable state and federal employment reporting requirements for the COUNTY's and any of the COUNTY's subcontractor(s)' employees. The COUNTY Organization and its subcontractor(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The COUNTY and its subcontractor(s) must certify that the

principal owner(s) thereof (any person who owns an interest of ten percent (10%) or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The COUNTY and its subcontractor(s) must certify that such compliance will be maintained throughout the term of this Agreement. Failure of the COUNTY or its subcontractor(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under this Agreement. Failure of the COUNTY or its subcontractor(s) or principal owner(s) thereof to cure the default within ninety (90) days of notice of such default by LADWP shall subject this Agreement to termination.

Section 514.8: Iran Contracting Act of 2010. In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into or renewing contracts with the City of Los Angeles for goods and services estimated at one million dollars (\$1,000,000) or more are required to complete, sign and submit the "Iran Contracting Act of 2010 Compliance Affidavit." The COUNTY shall comply with this section, as applicable.

Section 514.9: Current Los Angeles City Business Tax Registration Certificate Required. The COUNTY shall obtain and keep in full force and effect during the term of this Agreement all Business Tax Registration Certificates required by the City of Los Angeles Business Tax Ordinance, Chapter II, Article 1, Section 21.00 and following, of the Los Angeles Municipal Code. The COUNTY's Vendor Registration Number must be shown on all invoices submitted for grant installment. Failure to do so may delay grant installment. For additional information regarding applicability of the City Business Tax Registration, contact the City of Los Angeles Office of Finance at (213) 473-5901.

Section 514.10: Taxpayer Identification Number (TIN). The COUNTY declares that its authorized TIN is 95-6000927. No grant installment will be made to the COUNTY under this Agreement without a valid TIN number.

Section 514.11: Compliance with Los Angeles City Charter Section 470(c)(12). The COUNTY (as contractor), any subcontractors and its and their principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at one hundred thousand dollars (\$100,000) or more and requires approval of a City elected official. Additionally, the COUNTY is required to provide and update certain information to the City as specified by law. Any contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least one hundred thousand dollars (\$100,000) for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions:

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12-month time period. Subcontractor's information included must be provided to contractor within 5 Business Days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

The COUNTY, its subcontractors and its and their principals shall comply with these requirements and limitations. Violation of this provision shall entitle LADWP to terminate this Agreement and pursue any and all legal remedies that may be available.

Section 514.12: Sweat-Free Procurement Ordinance. The COUNTY agrees to comply with the requirements of the Sweat-Free Procurement Ordinance (“*SFPO*”), codified at Los Angeles Administrative Code § 10.43 et seq., as amended from time to time, and sign any required certifications and comply with the City’s Contractor Code of Conduct, thereby promising the following:

The COUNTY shall comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes and laws and ordinances relating to workplace discrimination.

The COUNTY shall comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.

The COUNTY shall take good faith measures to ensure, to the best of its knowledge that its subcontractors also comply with the City’s Contractor Code of Conduct.

The COUNTY shall pay a procurement living wage to employees working on contracts for garments, uniforms, foot apparel and related accessories, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for two thousand ninety (2,090) hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional twenty percent (20%) of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage shall be comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country’s level of economic development by using the World Bank’s Gross National Income Per Capita Purchasing Power Index.

Section 514.13: Living Wage Ordinance. If applicable, the COUNTY agrees to comply with the requirements of the Living Wage Ordinance, codified at Los Angeles Administrative Code §10.37.1 et seq., and to sign any required certifications related to such ordinance. If any exception or exemption to the Living Wage Ordinance applies, such as under 10.37.15, then the COUNTY shall seek such an exemption and inform LADWP of the determination by the Department of Public Works, Bureau of Contract Administration. Please see Appendix K for the Living Wage Ordinance.

Section 514.14: Prevailing Wage. If applicable, the COUNTY and its agents, employees and contractors shall, in connection with their performance of this Agreement or their work in respect of the Facility, comply with all applicable provisions of the labor and employment laws and all other Requirements of Law of the state(s) and municipality(ies) in which they operate, including requirements affecting the hours of work, wages and other compensation of employees, nondiscrimination and other conduct of the work. Workers at the Facility shall be paid not less than prevailing wages required under California labor and employment laws, if applicable. To access the most current information on effective determination rates for California employees, the COUNTY may contact: Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco, CA 94142-0603; Telephone (Division Office): (415) 703-4780; Telephone (Prevailing Wage Unit): (415) 703-4774.

Section 514.15: Los Angeles Municipal Lobby Ordinance. The COUNTY agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the COUNTY qualifies as a lobbying entity under the Los Angeles Municipal Lobbying Code Section 48.02.

Section 514.16: Conflicts of Interest. The parties shall comply with all relevant State, local, and Federal rules and regulations with respect to conflicts of interest. Each party to this AGREEMENT warrants that it

has not paid or given or will not pay or give to any third person any money or other consideration for obtaining this AGREEMENT.

Section 514.17: Recycling Policy.

LADWP supports the use of recycled content products of all types. Recycled content products help conserve natural resources, including water and energy, and reduce demands upon landfills.

To the extent feasible, the COUNTY shall submit all written documents on paper with a minimum of thirty percent (30%) post-consumer recycled content. Existing company/corporate letterhead or stationery that accompanies these documents is exempt from this requirement. Documents of two (2) or more pages in length shall be duplex copied (double sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to LADWP.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the COUNTY and
LADWP have caused this Agreement to be executed by their duly authorized representatives.

Martin L. Adams
General Manager and Chief Engineer
Los Angeles Department of Water and Power

Date

Selwyn Hollins
Director, Internal Services Department
County of Los Angeles, California

Date

EXHIBIT 1

SCOPE OF WORK

This scope of work describes the activities to be performed by the Internal Services Department (ISD) of the County of Los Angeles (COUNTY) under the AGREEMENT with LADWP. I understand that any modifications to the scope of work or budget below must be approved in advance in writing by the LADWP Program Manager, Katherine Rubin.

Signature

Selwyn Hollins

Print Name

Date

Day-to-Day Contact Name: Laura Iannaccone

Phone: 323-881-4418

Email: LIannaccone@isd.lacounty.gov

Exhibit 1

Project Description

ISD proposes to remove 11 Level 1 chargers and install a minimum of 43 Level 2 chargers at the Olive View UCLA Medical Center in Council District 7. Chargers will be installed in a minimum of two parking lots.

Project tasks will include sourcing a contractor, training CCC members, conducting outreach to Olive View UCLA Medical Center employees, and installing the Electric Vehicle Supply Equipment (EVSE). The table below provides a timeline and cost per task. Each task is detailed in the following paragraphs.

Project Tasks, Timeline, Deliverables and Requested Funds

Task	Description	Start date	Completion date	Milestones	Match funds	Request for LADWP funds
Task 1	Solicitation for a primary contractor	Month of agreement execution	2 months after execution	Contract signed	\$ 0	\$ 0
Task 2	Training for CCC crew members	5 months after execution	1 month after start of training	Corps members trained to prepare sites for chargers	\$ 0	\$ 15,000
Task 3	Outreach to employees and the public about EV charging stations	4 months after execution	Ongoing through grant period	Employees introduced to Electrifyze to learn about EV benefits and charging options	\$ 0	\$ 0
Task 4	EVSE installation, Parking Lot 1	5 months after execution	9 months after start of installation	Chargers installed	\$185,155	\$142,500
Task 5	EVSE Installation Parking Lot 2	14 months after execution	9 months after start of installation	Chargers installed	\$185,155	\$142,500
Task 6	Reporting	3 months after execution or nearest quarter of the Year	Quarterly through grant period	Quarterly reports provided to LADWP for the lifetime of the grant.	\$ 0	\$ 0
Total Request					\$370,310	\$300,000

Task 1- Soliciting a Primary Contractor

The County has a Service Master Agreement (SMA) with over 20 environmental or energy companies that are eligible to conduct environmental program development for communities for the County. We will issue a solicitation through the Energy Efficiency Projects Master Agreement to identify a primary contractor to carry out the tasks of this project. The SMA process will enable us to expedite a traditional request for proposal process and have a contractor on board within the first two months from the start of the grant. Contractors are required by the County to purchase equipment from PowerFlex, which is providing reduced prices due to COVID-related budget constraints.

Task 2- Training CCC Corps Members

Through the County and California Conservation Corps partnership, Corps members will receive training at

existing EVSE installation sites in digging trenches and laying conduit to prepare for the installation of the chargers at Olive View. CCC and the County will work with Cerritos College to develop any training materials. The budget for this task will include the cost to develop curriculum with Cerritos College, training materials, and purchase project specific tools and equipment.

Task 3- Employee and Public Outreach

LA County will work with DHS and LA County Rideshare to extend information about the charging project to employees at the Olive View UCLA Medical Center. ISD will provide messages for the center's communications director to post on their website, as well as bulletin boards. The Rideshare program additionally has an Employee Transportation Coordinator on site at the medical center who is responsible for promoting clean mobility options. The ETC will send email blasts about the project to employees.

These messaging platforms will also be used to invite employees to visit the Electrifyze website:

https://www.electrifyze.com/la_county . The first wave of outreach will be directed at employees and will begin before chargers are installed. The second wave of outreach will include the public. Throughout the grant period, the Electrifyze project team will provide quarterly updates to the County on the number of users visiting the site and accessing the EV learning modules.

In addition to educational information about electric vehicles, the County will also provide information about using the PowerFlex chargers at the site. The County will make information available on the County's ISD and DHS's Olive View websites. Additionally, the County will post details about the chargers on publicly available websites. Drivers using these apps will be able to see this information about the chargers at Olive View.

Task 4 and 5- EVSE Installation

The contractor identified through the Energy Efficiency Project Master Agreement will lead the design, engineering and construction of the project in two parking lots.

Both ISD and DHS will be involved in the design phase of the project. Parking lots selected for the installations will be identified as the most suitable locations for the project based on public and employee need, proximity to existing electrical infrastructure, and requirements for accessible parking. ISD, DHS and the contractor will work together to determine the exact location of all chargers, including which spaces will be marked as van and standard accessible spots in compliance with ADA requirements.

The contractor will have oversight of the engineering of the project and will involve ISD certified electrician and DHS facilities management as needed. The construction phase will include oversight by the ISD certified electrician and project manager and participation from the California Conservation Corps members. The chargers will be connected to a network that includes cloud service.

Task 6- Measurement and Reporting

The chargers will be networked and have cloud service through PowerFlex. The County has the ability to check the usage on the PowerFlex dashboard 24 hours a day, seven days a week. Additionally, Electrifyze will capture information about users to the site. The County Program Manager will provide quarterly reports to LADWP. We will be able to report on the following metrics

- Charger occupancy
- KWh

- Miles added
- Carbon Dioxide equivalent avoided
- Increase in number of users to Electrifyze from date of outreach
- Progress in Electrifyze EV 101 modules
- Self-reported intent to purchase an EV as a result of information learned through Electrifyze

ISD's EVSE Program Manager will provide Quarterly Reports to LADWP and will be able to respond to requests as needed. Assuming the project is awarded in May of 2021, ISD will provide its first Quarterly Report in September of 2021. The initial report will provide an update on start-up activities including hiring a contractor and CCC training activities. Subsequent reports will include EVSE usage, kWh, GHG reductions, number of people using Electrifyze, and number of EV learning modules completed. If participants using Electrifyze self-report intent to purchase an EV, that will be included in the report. December reports will include an update on the number of EV drivers working at the medical center based on the Annual Vehicle Ridership survey results.

2.

LADWP COMMUNITY EMISSIONS REDUCTION GRANT PROGRAM OVERVIEW



Community Emission Reduction

Grants Program

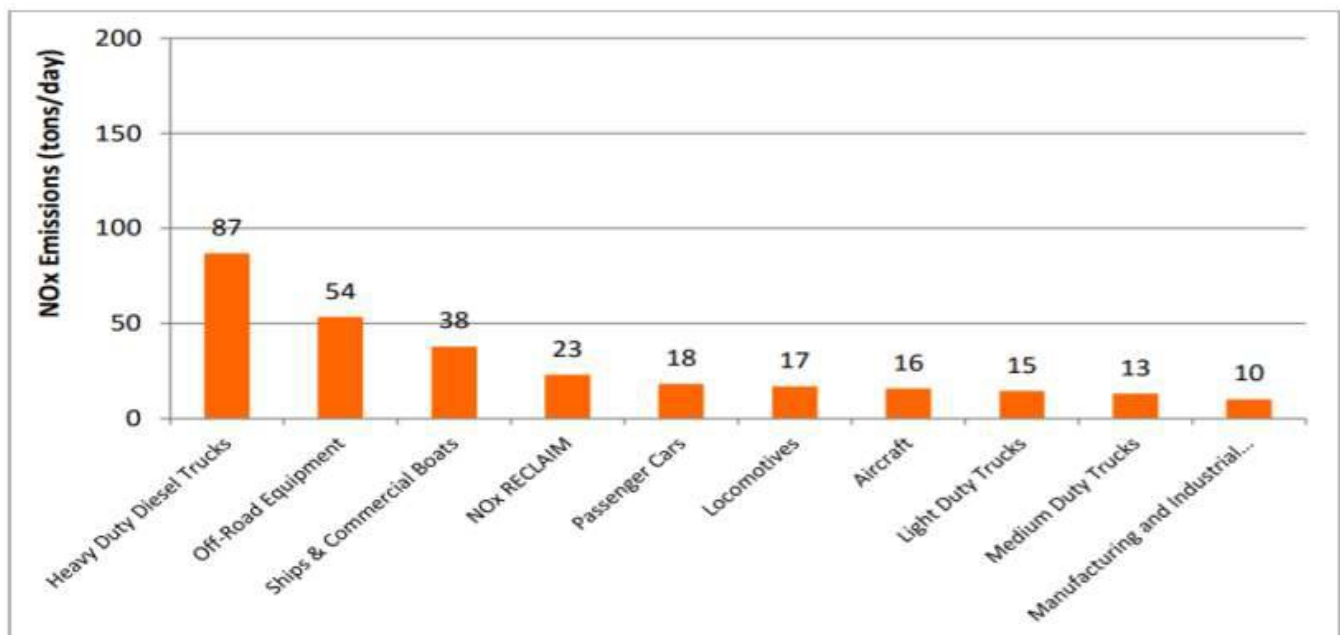
October 29, 2020

LADWP owns and operates Valley and Harbor Generating Stations. As we transition to a clean energy future, environmental justice is a priority. The goals of energy transition and environmental justice start at home at LADWP.

Harbor and Valley communities are disproportionately burdened by multiple pollution sources, such as refineries and truck traffic and are ranked high in the CalEnviroScreen mapping program.

This is LADWP's response to Council File Number 19-0156 Motion 18A directive for a local version of Transformative Climate Community.

LADWP power plants emit less than 0.05% of the 2018 average daily NOx emissions in the South Coast Air Basin.



Environmental Benefits as a result of Community Grant Program

- Reduced particulate, nitrogen oxide, and greenhouse gas emissions
- Reduced health risk of residents
- Support California's goal of reducing greenhouse gases (GHG) 40% below 1990 levels by 2030
- Support City's Sustainability pLAn goals

Economic benefits as a result of Community Grant Program

- Workforce development
- Job training
- Job creation

Grant Funding approx. \$100k - \$500k each

- Funding provided from the proceeds from the sale of California Air Resources Board's Low Carbon Fuel Standard (LCFS) credits and the California Carbon Allowances
- Program modeled after the California Strategic Growth Council's Transformative Climate Community program
- Due to COVID-19, start-up costs can be up to 15% of the project

Potential applicants

- Non-profits
- Public agencies including regulatory agencies

Potential Projects

- Located within Council Districts 2, 6, 7, and 15
- Maximum 3 years to complete
- Provide energy-related environmental benefits to communities

Eligible Projects

- Applicants must choose projects that comply with CARB's Cap-and-Trade program's or Low Carbon Fuel Standards (LCFS) program's funding requirements. The project must also provide GHG reductions.
- Projects allowed under the Cap-and-Trade regulation:
 - Renewable Energy or Integration of Renewable Energy
 - Energy Efficiency and Fuel-Switching
 1. Energy-efficient equipment rebates
 2. Energy-efficient building retrofits
 3. Other projects that reduce energy demand
 4. Public or private electric vehicle infrastructure

5. Switching from natural gas, propane, or diesel to electric equipment

6. Infrastructure projects or other projects supporting active transportation, zero-emission vehicles, or public transportation

- Projects allowed under the LCFS regulation:
 - Project must benefit current or future electric vehicle customers

Grants Program Goals

- Encourage electrification
- Achieve local emission reductions
- Benefit health of community
- Educate the public on the benefits of EV transportation
- Benefit current or future EV customers

3.

CALIFORNIA CONSERVATION CORPS OVERVIEW

The California Conservation Corps (CCC) is a statewide 12-month workforce training program for young adults, age 18-25, dedicated to protecting and enhancing California's natural resources and communities while empowering and developing young adults through hard work and education. All projects the CCC complete are to the benefit of the public. The CCC operates 24 residential and non-residential centers across California with four of those centers, called Energy Corps, designated specifically for conservation efforts through energy reduction education and technologies. The CCC has one Energy Corps in Los Angeles County located in Norwalk, CA. The Energy Corps aims to reduce greenhouse gas emissions, air pollution, and provide low-cost energy options by offering clean energy solutions to local schools, parks, courthouses, libraries, and other public buildings.

Corps members, will gain scholarships, skills, and industry-recognized certificates in the energy sector before entering the workforce. Certificates corps members receive include OSHA 10, energy survey and retrofit, basic wiring fundamentals, and solar installation. Additionally, CCC Corps members gain valuable soft skills such as communication, leadership, and workplace safety. Upon completion of the CCC program, Corps members are eligible for approximately \$2,000 to \$10,000 dollars in scholarships to continue their post-secondary education. To best ensure Corps members are successful in the energy sector, the CCC provides employer outreach and career obtainment assistance through their Career Navigator program.

Funding from the LADWP Community Emissions Reduction Grant will be utilized to expand course curriculum for Corps members with Cerritos College to best prepare young adults for careers in the energy sector including those in EVSE installations. Corps members will gather much needed skills to be the workforce in the years to come that help make achieving County and State emission reduction goals possible. Partnering with the CCC will allow the community to benefit from easier access to electric vehicle charging stations and will reduce the amount of smog and air pollutants that all Los Angeles County residents breath every day.

4.

**GREEN LIGHT LABS ELECTRIFYZE ONLINE EV EDUCATIONAL PROGRAM
OVERVIEW**

Electrifyze is a project developed in partnership with Green Light Labs (a LACI startup) for Los Angeles County Employees. Electrifyze provides an engaging way to inform people about the benefits of EVs and help them overcome barriers to purchasing an EV. The modules, ranging in length from 1 to 9 minutes, include topics such as the benefits of EVs, how to charge an EV, overcoming range anxiety, and factors to consider when buying an electric car. Modules are interactive, for example, enabling a prospective EV buyer to learn where chargers are located along their commonly traveled routes. The site also includes an EV car buying coach to help prospective buyers navigate car options and determine their eligibility for rebates and other incentives.

Electrifyze was developed based on feedback from LA County employees that participated in the 2020 Virtual Rideshare Fair. Electrifyze could lead to economic benefits for employees and members of the public that use the website. By using Electrifyze, County employees will learn about potential savings of purchasing an EV instead of internal combustion engine vehicles. Participants that make an EV purchase will know their estimated return on investment before purchasing and will see savings throughout the life of owning their vehicle from reduced fuel and maintenance costs. Drivers will additionally see cost savings from having vehicles that require less maintenance.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	4/28/2021	
BOARD MEETING	5/18/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	5th	
DEPARTMENT	CEO	
SUBJECT	Sale of 2,636 square feet of surplus land located in the unincorporated Chatsworth/Canoga Park area to adjacent landowner for \$45,000.	
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:	Funding source:
	N/A	N/A
	TERMS (if applicable): N/A	
PURPOSE OF REQUEST	The purpose of the purchase and sale agreement (Agreement) isto contractually obligate the County, acting as the seller, and Gheroghe Pinzaru, acting as the buyer, to purchase 2,636 sq. ft. of surplus County property located in unincorporated Canoga Park (Surplus Parcel) for its fair market value of \$45,000. Once the CEO executes the Agreement, following the Board meeting that will grant delegated authority to CEO to execute the Agreement and quitclaim deed (Deed), the County will proceed to complete the sale by having the Deed executed and recorded, thereby conveying the property to Mr. Pinzaru, subject to certain deed restrictions and covenants outlined in the Agreement.	
BACKGROUND (include internal/external issues that may exist)	Deed will be subject to a public road reservation over part of the property.	
DEPARTMENTAL AND OTHER CONTACTS	Michael Rodriguez CEO- Real Estate Division 213-974-4246 Mgrodriguez@ceo.lacounty.gov	



FESIA A. DAVENPORT
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

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

May 18, 2021

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:

**CONVEYANCE OF SURPLUS PROPERTY FROM THE COUNTY OF LOS ANGELES
TO GHEORGHE PINZARU FOR FAIR MARKET VALUE
ASSESSOR'S IDENTIFICATION NUMBERS: 2006-031-900 AND 901
UNINCORPORATED CHATSWORTH/CANOGA PARK AREA
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT:

The County proposes to convey surplus County property to Gheorghe Pinzaru for fair market value.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed conveyance of surplus property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15312 of the State CEQA Guidelines (Surplus Government Property Sales).
2. Find that the County-owned real property, as shown on the map and legally described in the Quitclaim Deed, is no longer necessary for County or other public purposes and that the property's estimated sales price does not exceed \$100,000.
3. Find that the property is exempt surplus land as defined in Government Code Section 54221(f)(1)(B) as it is surplus land that is (i) less than 5,000 square feet in area, (ii) not contiguous to land owned by a state or local agency for open-space or low- and moderate-income housing purposes, and (iii) is being sold to an owner of contiguous land.

"To Enrich Lives Through Effective And Caring Service"

4. Approve the sale of the County's right, title, and interest in the property located on Box Canyon Road in unincorporated Chatsworth/Canoga Park area, identified as APN: 2006-031-900 and 901, to adjoining homeowner, Gheorghe Pinzaru, for \$45,000, and instruct the Chief Executive Officer, or her designee, to execute the Quitclaim Deed and the Sale and Purchase Agreement.
5. Authorize the Chief Executive Officer, or her designee, to complete and execute any additional documentation, approved as to form by County Counsel, necessary to complete the transaction.
6. Instruct the Auditor-Controller to deposit the sale proceeds into the Asset Development Implementation Fund.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

The purpose of the recommended actions is to approve the direct sale of and convey title to unimproved surplus County-owned real property in the unincorporated Chatsworth/Canoga Park area to Gheorghe Pinzaru (Mr. Pinzaru).

The two contiguous parcels of land proposed to be sold total approximately 2,636 square feet (Surplus Parcel) combined and were acquired by the County in 1959 from the State of California, who originally acquired title from a private party due to the non-payment of property taxes. The Surplus Parcel is not contemplated for use or development by the County and will be sold to Mr. Pinzaru on a direct basis, in accordance with Government Code Section 25526.7. In this instance, the Surplus Parcel was offered to the adjacent owners through a sealed bid process and Mr. Pinzaru, who owns the adjoining real property, submitted the only sealed bid for the County's minimum bid amount of \$45,000 for the Surplus Parcel. Mr. Pinzaru will be acquiring the Surplus Parcel subject to a deed restriction that the Surplus Parcel be held as one lot with Mr. Pinzaru's adjoining property, along with a public road reservation in the deed over a portion of the property.

The sale of the Surplus Parcel will eliminate County exposure to liability related to ownership of the Surplus Parcel, eliminate ongoing maintenance costs, return the Surplus Parcel to the tax rolls, and provide the County with funds that can be better allocated for the rehabilitation, purchase, or construction of other County facilities.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3.1 - Maximize Revenue; and Objective III.3.2 - Manage and Maximize County Assets. These recommendations are also consistent with the Strategic Asset Management Plan Goal 4 – Prioritize Needs to Optimize Highest and Best Use of Assets, Key Objective 3 – Optimize Real Estate Portfolio and Objective 4 - Guide Strategic Decision-Making.

These recommendations support the above goals and objectives as the Surplus Parcel is not needed for County business and the sale of the Surplus Parcel will save the County annually in maintenance costs. Conveyance of the Surplus Parcel will generate capital funds, through the sales proceeds and potential annual property tax revenue assessed to the buyer(s) if the buyer(s) are required to pay property taxes, which could be used in capital projects and/or other investments in public infrastructure for the local community.

FISCAL IMPACT/FINANCING

The purchase price reflects the fair market value for the Surplus Parcel, which has been substantiated by a County-commissioned appraisal report.

The sales price for the Surplus Parcel to be conveyed to Mr. Pinzaru totals \$45,000, averaging approximately \$7.00 per square foot and is based on similar surplus property sales of vacant land in and around the unincorporated Chatsworth/Canoga Park area. The proceeds from this sale will be deposited into the County's Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sale of the Surplus Parcel directly to a private party is authorized by Government Code Section 25526.7, which authorizes the direct sale of surplus real property having an estimated sales price not exceeding \$100,000.

Pursuant to Government Code Section 54221(b)(1), the County shall take formal action in a regular public meeting to declare land owned in fee simple title as "surplus land" or "exempt surplus land," as supported by written findings, prior to taking any action to dispose of such land consistent with County's policies and procedures. The Surplus Parcel is exempt surplus land as defined in Government Code Section 54221(f)(1)(B) as it is (i) less than 5,000 square feet in area, (ii) not contiguous to land owned by a state or local agency for open-space or low- and moderate-income housing purposes, and (iii) is being sold to an owner of contiguous land.

As required by Government Code Section 65402, the proposed sale was submitted to the Department of Regional Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. Notification of the Board's intended action has been published in compliance with Government Code Section 6061.

In accordance with the Board's policy, the deed reserves the use of a portion of the Surplus Parcel as a public road and the mineral rights for the property to the County. Additionally, a deed restriction will be placed upon the Surplus Parcel as a condition of this sale that will require Mr. Pinzaru to combine the Surplus Parcel with his adjoining property, holding it all as one parcel.

The Sale and Purchase Agreement (Enclosure) for this sale has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed sale of the Surplus Parcel is categorically exempt from CEQA pursuant to Section 15312 of the State CEQA Guidelines (Class 12-Surplus government property sales). The proposed sale is a sale of surplus government property and the property is not located in an area of statewide, regional, or areawide concern identified in Section 15206(b)(4) of the State CEQA Guidelines (Guidelines), and is therefore within a class of projects that has been determined not to have a significant effect on the environment, in that it meets the criteria of Section 15312 (Class 12) of the Guidelines. In addition, the proposed sale will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The conveyance of the Surplus Parcel will not impact any current services in the area.

CONCLUSION

It is requested that the Executive Office of the Board return an adopted-stamped copy of this Board letter to the CEO, Real Estate, at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

FESIA A . DAVENPORT
Chief Executive Officer

FAD:JMN:VM:DL
JLC:MGR:RH:ls
Enclosure

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Works
Regional Planning

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2021 by and between the **COUNTY OF LOS ANGELES, a body corporate and politic** ("Seller") and **Gheorghe Pinzaru, an individual** ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property located on the 9200 block of Box Canyon Road, in unincorporated Canoga Park, County of Los Angeles, State of California and legally described in **Exhibit A**, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is forty-five thousand and NO/100 dollars (\$45,000.00), payable by Buyer to Seller as follows:

A. Four thousand five hundred and NO/100 dollars (\$4,500.00), receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be sent by Buyer to Seller contemporaneously with the execution of this Agreement and refunded to Buyer only in the event the Property is not conveyed to Buyer as the sole direct result of Seller's uncured breach of this Agreement.

B. The remaining balance of forty thousand five hundred and NO/100 dollars (\$40,500.00) to be paid in full thirty (30) days prior to the conveyance of the Property in accordance with Section 4 herein, subject to approval from Seller's board.

The payments of the Purchase Price as described above along with any other payments by Buyer required by this Agreement shall be referred to as "Buyer's Payments." Buyer's Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. Buyer shall also pay for the cost of surveying the property and creating the legal description of the Property as provided for herein, if necessary. In the event any cost or expense is paid by Seller, Buyer shall immediately, upon Seller's request, remit a certified check payable to the County of Los Angeles in an amount equal to the aggregate of all such costs and expenses.

4. Conveyance and Closing Date. On the Closing Date as defined in Section 5 below, Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A. All taxes, interest, penalties, and assessments of record assessed

but not yet due, if any;

B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions and/or reservations:

i. The Property, along with property currently owned by Buyer and described in **Exhibit B** attached hereto and incorporated herein by reference ("Buyer's Property"), shall be held as one parcel by the Buyer and no portion of the Property or the Buyer's Property shall be sold, conveyed, assigned, granted, or bequeathed separately. In connection with Buyer's obligations pursuant to the immediately preceding sentence, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as **Exhibit C** and incorporated herein by reference, contemporaneously with the execution of this Agreement.

ii. In the event that Seller determines in its sole and absolute discretion that the restriction set forth in subsection 4(C)(i) above is not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall automatically revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property as defined in Section 4.C.i. herein.

D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property, in perpetuity.

5. Closing Date. Seller shall convey the Property on a date (the "Closing Date")

occurring approximately sixty (60) days after the later of (A) the date on which the County of Los Angeles Board of Supervisors (the "County Board"), in its sole and absolute discretion, approves the sale of the Property and (B) the date on which Seller is in receipt of all Buyer's Payments and executed associated documents necessary to complete the conveyance. In the event Buyer fails to provide Seller with all Buyer's Payments and associated documents (and any other documents reasonably requested by County in connection with the conveyance of the Property) to effectuate the Closing within 180 days of the date Seller executes this Agreement and Deed, Seller, at its option and in its sole and absolute discretion, may elect to terminate this Agreement, and thereafter Seller shall have no further obligations to Buyer pursuant to this Agreement.

In connection with Buyer's obligations pursuant to Section 4.C. above, contemporaneously with the execution hereof, Buyer shall execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as **Exhibit C** and incorporated herein by reference.

6. **Title.** Buyer understands that the Property is being sold without any representation or warranty of any kind regarding the condition of title to the Property, and Buyer further acknowledges and understands that Seller expressly disclaims any such representation or warranty, express or implied. Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Buyer acknowledges that Buyer has the right but not the obligation to engage, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

7. **Recording.** Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Gheorghe O. Pinzaru, an individual, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder, subject to all terms and conditions of this Agreement.

8. **Delivery of Deed.** Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 14 herein.

9. **Condition of the Property.**

A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents, and Seller hereby expressly disclaims any such representation or warranty of any kind, express or implied. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute or be construed as a representation or warranty made by Seller. Buyer acknowledges and agrees that it has been given the full opportunity to inspect the Property prior to execution

of this Agreement. Buyer shall be solely responsible for any and all costs and expenses incurred in connection with the removal and lawful disposal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

- B. Buyer acknowledges and agrees that Seller has disclosed all information in Seller's possession that impacts Buyer's use of the Property. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller. Buyer knowingly and willingly assumes any and all risk related to the existence of any and all other conditions that could impact Buyer's use of or the value of the Property.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition and to fully comply with all such zoning regulations and other governmental requirements at all times during Buyer's possession of the Property.
- D. Buyer waives any and all Claims (as hereinafter defined) against County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnitees"), and agrees to indemnify, defend, save, and hold harmless the County Indemnitees, and each of them, from and against any and all claims, demands, actions, rights, causes of action, obligations, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees and court costs (collectively, "Claims") of any nature whatsoever in any way related to or arising out of or in connection with this Agreement or the Property.

10. Possession/Risk of Loss. Any and all risk of loss or damage with respect to the Property shall pass from Seller to Buyer on the Closing Date.

11. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

12. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

13. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void *ab initio*, and of no force and effect whatsoever.

14. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, nationally recognized overnight mail service, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple St., 7th Floor
Los Angeles, CA 90012
Attention: Dean Lehman, Senior Manager
Real Estate

Buyer: Gheorghe O. Pinzaru
30221 Briarwood Ct.
Castaic, CA 91384

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

15. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

16. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, or in the event of termination of this Agreement due to Buyer's violation of any provision of this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING

BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THE TYPE OF TRANSACTION CONTEMPLATED BY THIS AGREEMENT; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THE TYPE OF TRANSACTION CONTEMPLATED BY THIS AGREEMENT; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials DS
RG

17. Conveyance of Buyer's Property. If, at any time during the period between the execution of this Agreement by Buyer and the conveyance of the Property from Seller to Buyer, the Buyer's Property or any part thereof is granted, conveyed, transferred, or quitclaimed to any third party, or vested by any means in any name(s) other than Buyer, Seller, at its option, may elect to terminate this Agreement, and thereafter, Seller shall have no further obligations to Buyer pursuant to this Agreement. Seller, at its sole option, shall have all remedies in law and equity and shall be entitled to enforce any part of this Agreement and to obtain the benefit of the bargain, together with all remedies contained herein and in accordance with all provisions of this Agreement.

18. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies and represents and warrants that Buyer is in full compliance with the requirements thereof. Failure to fully comply with all such requirements at all time shall constitute a material breach upon which County may terminate this Agreement.

19. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement; provided that the remaining Agreement can be reasonably and equitably enforced.

20. Binding on Successors. Subject to the limitations set forth herein, the

Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

21. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

22. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

23. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

24. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

25. Assistance of Counsel. Each party hereto either had the assistance of legal counsel of its choice or had legal counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

26. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such reasonable instruments and documents and to take such reasonable action as may be reasonably required in order to consummate the purchase and sale herein contemplated.

27. Power and Authority. The Buyer has the legal right authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. Buyer further represents that he has the power and authority to enter into this Agreement and the documents referenced in this Agreement and to consummate the transaction contemplated by this Agreement and otherwise to perform Buyer's obligations under this Agreement.

28. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

29. Interpretation. Unless the context of this Agreement clearly requires

otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

30. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer

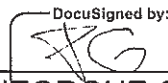
31. Counterparts and Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures transmitted electronically or by facsimile will be deemed original signatures. Electronic copies of this Agreement shall constitute and be deemed an original copy of this Agreement for all purposes, provided that such electronic copies are fully executed, dated and identical in form to the original hard copy version of this Agreement.

[signatures on following page.]

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

GHEORGHE O. PINZARU , an individual

By:  GHEORGHE O. PINZARU

Upon approval of this Agreement, a signed copy will be mailed via United States Postal Service to Buyer.

SELLER

**COUNTY OF LOS ANGELES.
a body corporate and politic**

FESIA A. DAVENPORT
Chief Executive Officer

By: _____

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
COUNTY COUNSEL



Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 2006-031-900 AND 901

That Part E of Box Canyon Road of Lot 28 of Block 20, in Licensed Surveyor's Map, as per Book 25, Page 28, of Licensed Surveyor's Records of Los Angeles County.

That Part E of Box Canyon Road of Lot 29 of block 20, in Licensed Surveyor's Map, as per Book 25, Page 28, of Licensed Surveyor's Records of Los Angeles County.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 2006-031-085

That portion of Lot 1, in Section 22, Township 2 North, Range 17 West, SBB&M, particularly described as follows:

Beginning at the Northwest corner of Lot 1, in said Section 22; thence south 550 feet to the true point of beginning; thence East 80 feet; thence South 125 feet; thence West 80 feet; thence North 125 feet to the true point of beginning. Less that portion of Box Canyon Road.

For identification purposes only, said property is designated as lots 23, 24, 25, 26 and 27, block 20, of Chatsworth Lake Manor Annex on Licensed Surveyors map recorded in Book 25 page 28 of Record of Surveys, in the Office of the County Recorder of said County.

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
Chief Executive Office
320 W. Temple St, 7th Floor
Los Angeles, CA 90012
Attention: Dean Lehman,
Senior Manager, Real Estate

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*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certifies that he is the owner of the real property described below located in unincorporated Canoga Park, County of Los Angeles, State of California that is legally described as follows:

Parcel A

APN: 2006-031-900 and 901

That Part E of Box Canyon Road of Lot 28 of Block 20, in Licensed Surveyor's Map, as per Book 25, Page 28, of Licensed Surveyor's Records of Los Angeles County.

That Part E of Box Canyon Road of Lot 29 of block 20, in Licensed Surveyor's Map, as per Book 25, Page 28, of Licensed Surveyor's Records of Los Angeles County.

Parcel B

APN: 2006-031-085

That portion of Lot 1, in Section 22, Township 2 North, Range 17 West, SBB&M, particularly described as follows:

Beginning at the Northwest corner of Lot 1, in said Section 22; thence south 550 feet to the true point of beginning; thence East 80 feet; thence South 125 feet; thence West 80 feet; thence North 125 feet to the true point of beginning. Less that portion of Box Canyon Road.

For identification purposes only, said property is designated as lots 23, 24, 25, 26 and 27, block 20, of Chatsworth Lake Manor Annex on Licensed Surveyors map recorded in Book 25 page 28 of Record of Surveys, in the Office of the County Recorder of said County.

The above described property is referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):

APNs: 2006-031-900, 901 and 2006-031-085 located at 9223 Chaparral Road, West Hills, CA 91304

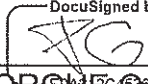
The undersigned hereby agrees and covenants with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and that no portion of Parcel A or Parcel B will be sold, conveyed, assigned, granted, or bequeathed separately.

This Covenant and Agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This Covenant and Agreement shall run with all the above described land and shall be binding upon the undersigned, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

GHEORGHE O. PINZARU, an individual

By:  _____
GHEORGHE O. PINZARU

Notary Page for Covenant and Agreement to Hold Property as One Parcel

State of _____ }
County of _____ }

On _____ before me, _____,

a notary public personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____