



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

REVISED

DATE: July 21, 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:

[Click here to join the meeting](#)

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

AGENDA

Members of the Public may address the Operations Cluster on any agenda item 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:
COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE
AUGUST 10, 2021 GENERAL RECLASS BOARD LETTER
CEO/CLASSIFICATION – Jennifer Revuelta, Principal Analyst CEO
 - B) Board Letter:
REQUEST AUTHORITY TO AWARD A SOLE SOURCE CONTRACT
FOR SPECIAL ASSESSMENT SERVICES WITH DAVID TAUSIG AND
ASSOCIATES, INC. dba DTA (DTA)
ISD – Christie Carr, Division Manager

CONTINUED ON PAGE 2

- C) Board Letter:
RELOCATION REIMBURSEMENT FOR ASSISTANT CHIEF
EXECUTIVE OFFICER
CEO/HR – Stacey M. Winters, CEO Manager
- D) Board Letter:
RECOMMENDATION TO APPROVE THE SOLE SOURCE
AMENDMENT TO THE GRANTS MANAGEMENT SYSTEM
AGREEMENT WITH DULLES TECHNOLOGY PARTNERS, INC. FOR
CONTINUED MAINTENANCE AND SERVICING
PARKS AND RECREATION – Christina Angeles, District Administrator

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

- 4. **Public Comment**
(2 minutes each speaker)
- 5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) DA – BA ADJUSTMENT OF LMF FUNDS FOR CMS REQUIREMENTS
AND FIT-GAP ANALYSIS
- B) CEO/OEM – APPROVE THE USE OF INFORMATION TECHNOLOGY
FUNDS FOR THE LOS ANGELES COUNTY OPERATIONAL AREA
EMERGENCY OPERATIONS CENTER (EOC) AUDIOVISUAL (AV)
REPLACEMENT PROJECT FOR FISCAL YEAR 2021-22
- C) BOS/EO/OCP – REQUEST FOR DELEGATED AUTHORITY TO
CONTRACT FOR CONSULTANT SERVICES TO ASSIST WITH
IMPLEMENTATION OF THE COUNTYWIDE CHILD PROTECTION
STRATEGIC PLAN AND KEY INITIATIVES
- D) AUDITOR-CONTROLLER – APPROVE REQUEST FOR A CONTRACT
AMENDMENT NUMBER EIGHT WITH CGI TECHNOLOGIES AND
SOLUTIONS INC. FOR eCAPS/eHR SOFTWARE MAINTENANCE
SERVICES
- E) TTC – NOTIFICATION OF NEW SERVICE FEE FOR SCHOOL AND
COMMUNITY COLLEGE DISTRICT GENERAL OBLIGATION BONDS

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

☒ Board Letter
Other

☐ Board Memo



| | | |
|---|---|-----------------|
| OPS CLUSTER AGENDA REVIEW DATE | 7/21/2021 | |
| BOARD MEETING | 8/10/2021 | |
| DELEGATED AUTHORITY BOARD LETTER | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| SUPERVISORIAL DISTRICT AFFECTED | ALL DISTRICTS | |
| DEPARTMENT | CHIEF EXECUTIVE OFFICE | |
| SUBJECT | COUNTYWIDE CLASSIFICATION ACTIONS | |
| PROGRAM | | |
| SOLE SOURCE CONTRACT | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| | If Yes, please explain why: | |
| DEADLINES/ TIME CONSTRAINTS | | |
| COST & FUNDING | Total cost: \$130,000 (all funds) \$34,000 (NCC) | Funding source: |
| | TERMS (if applicable): | |
| | Explanation: | |
| PURPOSE OF REQUEST | | |
| BACKGROUND (include internal/external issues that may exist) | This Board Letter includes reclassification of four (4) positions in the Departments of Beaches and Harbors, Chief Executive Office, and Health Services. | |
| DEPARTMENTAL AND OTHER CONTACTS | Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov | |



**CEO August 10, 2021
General Reclass
Board Letter Summary**

CEO Classification Contact Information:

Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov

This Board Letter includes reclassification of four (4) positions in the Departments of Beaches and Harbors, Chief Executive Office, and Health Services.



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

August 10, 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:

COUNTYWIDE CLASSIFICATION ACTIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of classes of positions and the departmental staffing provisions by reclassifying positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to reclassify four (4) positions in the Departments of Beaches and Harbors, Chief Executive Officer, and Health Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

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

Reclassifications

There are four (4) positions in three (3) departments being recommended for reclassification (Attachment A). The duties and responsibilities assigned to these positions have changed since the original allocations were made. The positions would be appropriately classified in the recommended classes.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The projected budgeted annual cost resulting from these recommended actions is estimated to total \$130,000 (all funds). Net County cost is estimated to be \$34,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

The Honorable Board of Supervisors
08/10/21
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

N:\CLASSIFICATION\ABCD - BOARD LETTERS - WORKING FILE\BOARD LETTER - RECLASS 8-10-21\8-10-21 BOARD LETTER - GENERAL RECLASS (FINAL DRAFT).Docx

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT A

BEACHES AND HARBORS

| No of Pos. | Present Classification and Salary | No of Pos. | Classification Findings and Salary |
|------------|--|------------|--|
| 2 | Application Developer II Item No. 2521A N2MO 100L Represented | 1 | Information Systems Analyst II Item No. 2591A NMO 100K Represented |
| | | 1 | Information Technology Technical Support Analyst II Item No. 2546A NMO 96C Represented |

The two (2) subject Application Developer II positions are assigned to the Administrative Services Division's Information Technology Section and report directly to the Information Technology Supervisor. The subject positions are responsible for supporting the department's expansion of the telework program and increased use of third-party application systems. With a hybrid approach of both telework and on-site staff, the recommended classes will better suit the department's business needs.

The duties and responsibilities of the first subject Application Developer II position meets the classification standards for Information Systems Analyst II, a class responsible for analyzing, designing, testing, and implementing programs for a complete system. Incumbents perform systems analysis and development; develop technical and user documentation; and provide user training.

The duties and responsibilities of the second subject Application Developer II position meets the classification standards for Information Technology Technical Support Analyst II, a class responsible for performing a wide variety of information technology support duties, including hardware and software installation and repair. Incumbents possess the ability to analyze user problems related to desktop, network and applications, and apply a full range of corrective actions, further supporting staff in the use of various application systems within the department. Therefore, we recommend downward reclassification of the two (2) subject Application Developer II positions to Information Systems Analyst II and Information Technology Technical Support Analyst II.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

CHIEF EXECUTIVE OFFICE (CEO)

| No of Pos. | Present Classification and Salary | No of Pos. | Classification Findings and Salary |
|------------|--|------------|---|
| 1 | Manager, CEO Item No. 0845A N23 S15 Non-Represented | 1 | Senior Manager, CEO (Unclassified) Item No. 0847A N23 R17 Non-Represented |

The subject position is assigned to the Chief Executive Office for oversight of the Affordable Housing Program. The duties and responsibilities of the subject position include, but are not limited to, providing strategic oversight and direction for the County's affordable housing function; supervising a team of Analysts in the planning, organizing, and evaluation of affordable housing programs; managing the Affordable Housing Coordinating Committee; representing Affordable Housing at events and meetings; and briefing the Board of Supervisor's deputies on affordable housing issues.

Incumbents in the class of Senior Manager, CEO (Unclassified) direct the administration of a variety of critical services, programs, and projects impacting the County such as safety and disaster services, public information services, legislative and grant coordination, capital projects, homeless services, and affordable housing services. Incumbents serve as a liaison with a variety of officials, agencies, and organizations such as Board of Supervisor's deputies. The subject position performs duties consistent with the class of Senior Manager, CEO (Unclassified). Therefore, we recommend an upward reclassification of the subject position to Senior Manager, CEO (Unclassified).

HEALTH SERVICES – ADMINISTRATION

| No of Pos. | Present Classification and Salary | No of Pos. | Classification Findings and Salary |
|------------|---|------------|--|
| 1 | Program Implementation Manager, Health Services Item No. 4629A N23 S12 Non-Represented | 1 | Director, Patient Access and Experience (Unclassified) Item No. 4580A N23 R18 Non-Represented |

The subject position is assigned to Health Services Administration and reports to the Director of Health Services. The subject position is part of the Department of Health Services' (DHS) senior executive team, with management responsibility for patient

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – ADMINISTRATION (Continued)

support and patient access services across multiple hospitals and clinic settings. These areas include patient access centers, patient financial services, patient outreach and engagement, patient facing communication, translation services, and the transfer of covered and hospitalized patients into the system. Duties include overseeing patient-facing operations through multiple managers assigned to central and facility operations, providing leadership and expertise in managing all aspects of patient facing areas, and setting strategic priorities.

The subject position works in conjunction with executive management, facility managers, and others to ensure patient engagement and service goals are accomplished. Based on the duties and responsibilities of the subject position, the work performed is consistent with the classification of Director, Patient Access and Experience (Unclassified). This single-position class has administrative and executive management responsibility for the operational infrastructure of critical patient support and patient access services in DHS. Therefore, we recommend upward reclassification to Director, Patient Access and Experience (Unclassified).

ANALYSIS

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

- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Beaches and Harbors, Chief Executive Officer, and Health Services.

RODRIGO CASTRO-SILVA
County Counsel

By:

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

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 - Salaries of the Los Angeles County Code to add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

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

SECTION 1. Section 6.42.010 (Department of Beaches and Harbors – Beaches) is hereby amended to add the following class and number of ordinance positions:

| ITEM NO. | NO. OF ORDINANCE POSITIONS | TITLE |
|--------------|----------------------------|---------------------------------------|
| <u>2591A</u> | <u>1</u> | <u>INFORMATION SYSTEMS ANALYST II</u> |

SECTION 2. Section 6.42.010 (Department of Beaches and Harbors – Beaches) is hereby amended to change the number of ordinance positions for the following classes:

| ITEM NO. | NO. OF ORDINANCE POSITIONS | TITLE |
|----------|----------------------------|---------------------------------|
| 2521A | 3 <u>1</u> | APPLICATION DEVELOPER II |
| 2546A | 4 <u>2</u> | IT TECHNICAL SUPPORT ANALYST II |

SECTION 3. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

| ITEM NO. | NO. OF ORDINANCE POSITIONS | TITLE |
|----------|----------------------------|------------------------|
| 0845A | 36 <u>35</u> | MANAGER,CEO |
| 0847A | 4 <u>5</u> | SENIOR MANAGER,CEO(UC) |

SECTION 4. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to add the following class and number of ordinance positions:

| ITEM NO. | NO. OF ORDINANCE POSITIONS | TITLE |
|--------------|----------------------------|---|
| <u>4580A</u> | <u>1</u> | <u>DIRECTOR,PATIENT ACCESS AND EXPERIENCE(UC)</u> |

SECTION 5. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the number of ordinance positions for the following class:

| ITEM NO. | NO. OF ORDINANCE POSITIONS | TITLE |
|----------|----------------------------|-----------------------------------|
| 4629A | 17 <u>16</u> | PROGRAM IMPLEMENTATION MANAGER,HS |

SECTION 6. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[642010KPCEO]

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

| | | | | | | | | |
|--|--|--|--|---|--|--|--|--|
| OPS CLUSTER AGENDA REVIEW DATE | 7/21/2021 | | | | | | | |
| BOARD MEETING | 8/10/2021 | | | | | | | |
| DELEGATED AUTHORITY BOARD LETTER | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | |
| SUPERVISORIAL DISTRICT AFFECTED | All Districts | | | | | | | |
| DEPARTMENT | Internal Services Department (ISD) | | | | | | | |
| SUBJECT | Request authority to award Sole Source Contract for Special Assessment Services with DTA | | | | | | | |
| PROGRAM | N/A | | | | | | | |
| SOLE SOURCE CONTRACT | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: A contract with DTA is necessary to ensure that essential Property Assessed Clean Energy (PACE) administration and financial support services are provided to property owners under the active PACE assessments. This contract has been negotiated to provide PACE assessment processing and records maintenance services to property owners under the PACE Program. Additionally, this contract will provide financial transactions and accounting services to the property owners, such as recording of PACE Program annual assessments, tracking and reporting contract activity support services. DTA is the original representative of all PACE activity in the County of Los Angeles, and under the PACE agreements, DTA served as the property-tax administrator for 100% of the County's contractors and is the sole provider for the required services, and therefore recommended for contract award. | | | | | | | |
| DEADLINES/ TIME CONSTRAINT | N/A | | | | | | | |
| COST & FUNDING | <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Total cost: Expenditures under this contract will vary from year to year based on the need for services and remaining PACE assessments on residential properties. </td><td style="width: 50%;"> Funding source: There is no impact to net County costs for this contract and no fiscal impact to the General Fund, as the cost will be paid through annual administrative charges to the property owners who utilize the PACE Program. The cost of the sole source contract will be funded through each year's special tax or assessment levy request. </td></tr> <tr> <td colspan="2"> TERMS (if applicable): Sole Source DTA contract initial term of five years, with four additional five-year renewal options and six month-to-month extensions. </td></tr> <tr> <td colspan="2"> Explanation: Currently there are approximately 15,000 outstanding PACE assessment contracts that have been financed by the County since 2015. These existing contracts need to be supported until maturity of the last PACE assessment contract which could be as long as 25 years into the future. </td></tr> </table> | | Total cost: Expenditures under this contract will vary from year to year based on the need for services and remaining PACE assessments on residential properties. | Funding source: There is no impact to net County costs for this contract and no fiscal impact to the General Fund, as the cost will be paid through annual administrative charges to the property owners who utilize the PACE Program. The cost of the sole source contract will be funded through each year's special tax or assessment levy request. | TERMS (if applicable): Sole Source DTA contract initial term of five years, with four additional five-year renewal options and six month-to-month extensions. | | Explanation: Currently there are approximately 15,000 outstanding PACE assessment contracts that have been financed by the County since 2015. These existing contracts need to be supported until maturity of the last PACE assessment contract which could be as long as 25 years into the future. | |
| Total cost: Expenditures under this contract will vary from year to year based on the need for services and remaining PACE assessments on residential properties. | Funding source: There is no impact to net County costs for this contract and no fiscal impact to the General Fund, as the cost will be paid through annual administrative charges to the property owners who utilize the PACE Program. The cost of the sole source contract will be funded through each year's special tax or assessment levy request. | | | | | | | |
| TERMS (if applicable): Sole Source DTA contract initial term of five years, with four additional five-year renewal options and six month-to-month extensions. | | | | | | | | |
| Explanation: Currently there are approximately 15,000 outstanding PACE assessment contracts that have been financed by the County since 2015. These existing contracts need to be supported until maturity of the last PACE assessment contract which could be as long as 25 years into the future. | | | | | | | | |
| PURPOSE OF REQUEST | Request of delegated authority to execute sole source contract with DTA to provide Special Assessment Services. | | | | | | | |
| BACKGROUND (include issues that may exist) | On August 12, 2014 and on October 11, 2016, the Board directed ISD, in collaboration with Treasure Tax Collector, to develop and complete competitive solicitations for Residential PACE Program Provider Agreements. Subsequently four PACE agreements were awarded. On July 27, 2020, ISD gave notice to the Board of its intent to enter into negotiations with DTA for a Sole Source Contract as required by Board Policy No. 5.100, Sole Source Contracts. | | | | | | | |
| DEPARTMENTAL AND OTHER CONTACTS | Christie Carr, Division Manager, 323-267-3101; ccarr@isd.lacounty.gov | | | | | | | |



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

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

August 10, 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 AUTHORITY TO AWARD A SOLE SOURCE CONTRACT FOR SPECIAL
ASSESSMENT SERVICES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award and execute a sole source contract with David Tausig and Associates, Inc. dba DTA (DTA) for Special Assessment Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Internal Services Department (ISD), or his designee, to execute a sole source contract with DTA (Attachment 1), to provide special assessment services to the County of Los Angeles (County) Property Assessed Clean Energy (PACE) Program to maintain and manage all existing assessment contracts entered into by and between the County and participating property owners, originated through the PACE Program Third Party Administrators (TPAs), following approval of your Board, for an initial term of five years, with four additional five-year renewal options and six month-to-month extensions;
2. Authorize the Director of ISD, or designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contract; execute amendments to the contract increasing rates pursuant to Paragraph 5.6.1 of the contract; approve necessary changes to scope of services, and execute applicable

contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Per the direction from your Board on August 12, 2014 and on October 11, 2016, ISD, in collaboration with Treasure Tax Collector, developed and completed competitive solicitations for Residential PACE Program Provider Agreements. Subsequently, ISD awarded four agreements to administer the residential PACE Program within Los Angeles County. As of 2020, the County's PACE agreements are no longer active, however, ISD still currently administers the PACE Program and there is a continuing need to obtain these contracted services for property owners who utilize the PACE Program.

Under the PACE agreements, DTA served as the property-tax administrator for 100% of the County's TPAs, providing processing and records maintenance services to property owners under the PACE Program. Additionally, DTA directly supports financial transactions and accounting, such as recording of PACE Program annual assessments and tracking and reporting contract activity. DTA is the original representative of all PACE activity in the state of California and the sole provider for the required services, and therefore recommended for contract award.

Your Board's approval of recommendation number one to award a sole source contract to DTA will ensure that special assessment services are provided to property owners under the County's PACE Program.

Your Board's approval of recommendation number two allows ISD to effectively manage the special assessment services contract until services are no longer needed.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Strategy II.3 (Environmental Sustainability) by providing a program that promotes clean energy production and enhances health and sustainable practices in the County, and Strategic Plan Strategy III.3 (Operational Effectiveness, Fiscal Responsibility, and Accountability) by developing and implementing a program that reduces the County's utilities budget through long term environmentally responsible projects by maximizing the effectiveness of the County, and by effectively managing County resources to provide efficient mechanism for property owners to access PACE special assessment services.

FISCAL IMPACT/FINANCING

There is no impact to net County costs for this contract and no fiscal impact to the General Fund, as the cost will be paid through annual administrative charges to the property owners who utilize the PACE Program. The cost of the sole source contract will be funded through each year's special tax or assessment levy request.

Effective June 2021, in an effort to standardize annual PACE Program administrative fees for property owners, which varied from the four PACE agreements ranging from \$25.00 to \$55.00, there will be an increase to the annual PACE administrative assessment fee that is charged to homeowners, which will now be fixed at \$75.00 to reimburse the County for all costs borne by the County to administer the contract and to support the PACE Program. ISD will revisit the fees, as necessary, to ensure that DTA's costs to support the County's administration of PACE assessments continue to be reimbursed.

Approval of the recommended contract does not guarantee the contractor any minimum amount of work, as services are only provided on an as-needed basis and the annual PACE Program administrative fee is only applied to the remaining PACE assessments. The pricing for the contracted services is fixed for the initial five-year term, and property owners are only charged when services are required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended sole source contract with DTA contains all of County's standard terms and conditions and the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Compliance Program, Defaulted Property Tax Reduction Program, Local and Targeted Worker Hiring Policy. The recommended contract also contains provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, termination for default, appropriate provisions were included for confidentiality, the handling of security incidents, and the required limits of applicable insurance for cyber liability, were included as well. The contract has been approved as to form by County Counsel.

The recommended sole source contract is not a Proposition A agreement. County Code 2.201 does not apply to the Special Assessment Services, and the work performed by this firm is highly technical in nature. It has been determined that the services under these

The Honorable Board of Supervisors
August 10, 2021
Page 4

agreements do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program" because of the specialized training needed to perform the work.

CONTRACTING PROCESS

On July 27, 2020, ISD gave notice to the Board of its intent to enter into negotiations with DTA for a sole source contract as required by Board Policy No. 5.100, Sole Source Contract (Attachment 2), which was submitted timely. On June 3, 2021 negotiations were finalized with DTA. In accordance with the Board's Policy, the Sole Source Justification, and corresponding Sole Source Checklist (Attachment 3) has been reviewed and approved by the Chief Executive Office.

A summary of the Community Business Enterprise Program information for the recommended Contractor is included (Attachment 4).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the DTA contract will ensure that Special Assessment Services are provided to property owners under the County's PACE Program.

CONCLUSION

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

SH:ML:MO:CC:ew

Attachments

c: Chief Executive Office
Treasurer Tax Collector
County Counsel
Executive Office, Board of Supervisors
ISD Board Deputies

BOARD LETTER ATTACHMENTS (4)

- 1. Sole Source Contract
(not included in this packet)**
- 2. Sole Source Board Notice – July 27, 2020**
- 3. Sole Source Justification and Checklist**
- 4. Community Business Enterprise (CBE) Program
Information**



SELWYN HOLLINS
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT


1100 North Eastern Avenue
Los Angeles, California 90063

"Trusted Partner and Provider of Choice"

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

July 27, 2020

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

From: Selwyn Hollins 
Director

NOTIFICATION OF INTENT TO NEGOTIATE SOLE SOURCE CONTRACT WITH DTA

This memo is to comply with Board Policy 5.100, Sole Source Contracts regarding contracting policy requirements for sole source contracts. The Internal Services Department (ISD) with advice from Treasurer Tax Collector (TTC), and County Counsel (CC) intends to enter into negotiations for new sole source contract with DTA (formerly known as David Tausig and Associates).

BACKGROUND

In March of 2015, the County entered into agreements with two Third-Party Administrators (TPAs), Renovate America and Renew Financial, to administer the County's Property Accessed Clean Energy (PACE) program. In June of 2018, Pace Funding Group (PFG) was added as a third TPA. The original five-year contracts with the first two TPAs expired on April 3, 2020 and the County terminated the contract with PACE Funding Group on May 13, 2020. With the expiration and termination of the TPA contracts, the County will not finance any new PACE assessment contracts. However, there are approximately 20,000 outstanding PACE assessment contracts that have been financed by the County since 2015. **These existing assessment contracts need to be supported until the maturity of the last PACE assessment contract which could be as long as 25 years into the future.**

DTA has served as the property-tax administrator to all three TPAs, directly contracted to support financial transactions and accounting, such as recording of Program annual assessments, and tracking and reporting on assessment payments and early payoffs.

JUSTIFICATION

The County's two original TPAs have contracted directly with DTA since the inception of the County PACE Program in 2015 and maintained the same assessment contract activity for PFG since 2018. Historically, DTA has processed and maintained records for 100% of the

Each Supervisor
July 27, 2020
Page 2

County's three PACE assessment contracts. Additionally, DTA represents over 90 percent of all PACE activity in the state of California.

The current contract between the TPAs and DTA allows DTA to collect their fees through a Program Administrative Budget funded by annual property-tax fees applied on each active assessment contract and a fee for service paid by the TPAs. The TPAs maintain records of homeowners' assessment contracts and contractor information not held by ISD.

Therefore, a contract with DTA is necessary to ensure that essential PACE administration services continue to be available to continue to provide financial support services to the active assessment contracts without disruption. Specifically, the County intends to negotiate a sole source contract with DTA that allows all support services to homeowners and adherence to tracking and reporting requirements to remain the same. Under the negotiated sole source contract, DTA would continue to collect their fees from the Program Administrative Budget and charge a fee-for-service to the County per property assessment.

CONCLUSION

The County financed approximately 38,000 PACE assessment contracts since March 2015 through its three Third-Party Administrators: Renovate America, Renew Financial, and PACE Funding Group. As the lead PACE property-tax administrator in California managing all County PACE assessment contracts, Los Angeles County necessitates a contract with DTA to ensure the continuity of servicing all County PACE assessment contracts. A contract with DTA is needed to continue the administration of active PACE assessment contracts and ensure greater oversight of financial transactions.

If you have any questions or need additional information, please contact me at (323) 267-2101, via email: shollins@isd.lacounty.gov. Or your staff may contact Minh Le, General Manager of Energy and Environmental Service, at msle@isd.lacounty.gov; via email: (323) 267-2006.

SH:ML:MO:CC:ew

c: Chief Executive Officer
Treasurer Tax Collector
County Counsel
Executive Office, Board of Supervisors
ISD Board Deputies

INTERNAL SERVICES DEPARTMENT
PURCHASING & CONTRACT SERVICES
M E M O R A N D U M

June 3, 2021

To: Linh Mok, Budget Manager
Chief Executive Office

From: Christie Carr, Contracts Division Manager *CC*
Internal Services Department

**JUSTIFICATION TO AWARD SOLE SOURCE CONTRACT FOR
SPECIAL ASSESSMENT SERVICES WITH DTA**

This is to provide justification of the Internal Services Department's (ISD), with advice from Treasurer Tax Collector (TTC) and County Counsel (CC), intent to award a new sole source contract with DTA (formerly known as David Tausig and Associates, Inc.).

BACKGROUND

In March of 2015, the County entered into agreements with two Third-Party Administrators (TPAs), Renovate America and Renew Financial, to administer the County's Property Accessed Clean Energy (PACE) program. In June of 2018, Pace Funding Group (PFG) was added as a third TPA. The original five-year contracts with the first two TPAs expired on April 3, 2020 and the County terminated the contract with PACE Funding Group on May 13, 2020. With the expiration and termination of the TPA contracts, the County will not finance any new PACE assessment contracts. However, there are approximately 20,000 outstanding PACE assessment contracts that have been financed by the County since 2015. These existing assessment contracts need to be supported until the maturity of the last PACE assessment contract which could be as long as 25 years into the future.

DTA has served as the property-tax administrator to all three TPAs, directly contracted to support financial transactions and accounting, such as recording of Program annual assessments, and tracking and reporting on assessment payments and early payoffs.

On July 27, 2020, ISD gave notice to the Board of its intent to enter into negotiations with DTA for a Sole Source Contract as required by Board Policy No. 5.100. On June 3, 2021 negotiations were finalized with DTA.

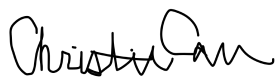
JUSTIFICATION

Board approval of a sole source contract with DTA will ensure the essential PACE special assessment services are provided to homeowners. The County's two original TPAs have contracted directly with DTA since the inception of the County PACE Program in 2015 and maintained the same assessment contract activity for PFG since 2018. Historically, DTA has processed and maintained records for 100% of the County's three PACE assessment contracts. Additionally, DTA represents over 90 percent of all PACE activity in the state of California.

A contract with DTA is necessary to ensure that essential PACE assessment services continue to be available to continue to provide financial support services to the active assessment contracts without disruption. The contract with DTA allows all support services to homeowners and adherence to tracking and reporting requirements to remain the same. Under the sole source contract, DTA would continue to collect their fees from the Program Administrative Budget and charge a fee-for-service to the County per property assessment. A contract with DTA is needed to continue the administration of active PACE assessment contracts and ensure greater oversight of financial transactions.

As per Board Policy No. 5.100, the department gave timely notice of this Sole Source Contract at least six months prior to the contract's expiration date (Attachment 1).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Christie Carr", written in a cursive style.

Christie Carr
ISD Contract Manager

Attachment

SOLE SOURCE CHECKLIST

Department Name: _____

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

Date Existing Contract First Approved: _____

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

Chief Executive Office

Date

PROPOSER'S ORGANIZATION AND CBE INFORMATION

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

| | | |
|---|-------------------------|---|
| FIRM INFORMATION | | DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA (DTA) |
| Cultural/Ethnic Composition | | % of Ownership |
| OWNERS/PARTNERS | Black/African American | |
| | Hispanic/Latin American | |
| | Asian American | |
| | American Indian | |
| | Filipino | |
| | White | 1(100%) |
| | Women | |
| | | Number |
| MANAGERS | Black/African American | 1 |
| | Hispanic/Latin American | 4 |
| | Asian American | 5 |
| | American Indian | 0 |
| | Filipino | 1 |
| | White | 9 |
| | Women (included above) | 6 |
| | | |
| STAFF | Black/African American | 2 |
| | Hispanic/Latin American | 12 |
| | Asian American | 4 |
| | American Indian | 0 |
| | Filipino | 5 |
| | White | 4 |
| | Women (included above) | 16 |
| | | |
| TOTAL # OF EMPLOYEES | | 47 |
| BUSINESS STRUCTURE | | Corporation |
| Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise? | | No |
| Certifying Agency | | |

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

| | | |
|---|---|-----------------|
| OPS CLUSTER AGENDA REVIEW DATE | 7/21/2021 | |
| BOARD MEETING | 8/10/2021 | |
| DELEGATED AUTHORITY BOARD LETTER | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| SUPERVISORIAL DISTRICT AFFECTED | | |
| DEPARTMENT | Chief Executive Office | |
| SUBJECT | Relocation Reimbursement for Assistant Chief Executive Officer | |
| PROGRAM | | |
| SOLE SOURCE CONTRACT | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | If Yes, please explain why: | |
| DEADLINES/ TIME CONSTRAINTS | | |
| COST & FUNDING | Total cost: \$ 25,000 | Funding source: |
| | TERMS (if applicable): | |
| | Explanation: Cost will be absorbed within the FY 2021-22 CEO's Board Adopted Budget. | |
| PURPOSE OF REQUEST | Relocation Reimbursement for Assistant Chief Executive Officer | |
| BACKGROUND (include internal/external issues that may exist) | | |
| DEPARTMENTAL AND OTHER CONTACTS | Name, Title, Phone # & Email: • Stacey M. Winters Manager, CEO 213-974-2617 swinters@ceo.lacounty.gov | |



County of Los Angeles CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT
Chief Executive Officer

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

August 10, 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:

RELOCATION REIMBURSEMENT FOR ASSISTANT CHIEF EXECUTIVE OFFICER (ALL DISTRICTS) (3 VOTES)

SUBJECT

Recommendation to approve relocation expenses for John Cooke to serve as the Assistant Chief Executive Officer, Asset Management for the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

Approve reimbursement of up to \$25,000 for reasonable actual relocation costs for Mr. Cooke.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the payment of reasonable actual relocation costs for Mr. Cooke to the Los Angeles County area.

Implementation of Strategic Plan Goals

Approval of these recommendations will further the County of Los Angeles' Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability to continually assess our efficiency and effectiveness, maximize and leverage resources, and hold ourselves accountable.

FISCAL IMPACT/FINANCING

The cost of relocation costs will be absorbed within the FY 2021-22 Chief Executive Office's Board Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Relocation reimbursement is appropriate for Mr. Cooke to move from out of state in order to assume the position of Assistant Chief Executive Officer.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of this recommendation will provide strategic guidance and leadership for Los Angeles County's asset management program and the planning of current and future capital needs.

Respectfully submitted,

Fesia A. Davenport
Chief Executive Officer

FAD:JMN:ADC
SMW:AY:PG:pg

C: Executive Office, Board of Supervisors
 County Counsel
 Auditor-Controller
 Human Resources

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

| | | |
|---|--|--|
| OPS CLUSTER AGENDA REVIEW DATE | 7/21/2021 | |
| BOARD MEETING | 8/10/2021 | |
| DELEGATED AUTHORITY BOARD LETTER | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| SUPERVISORIAL DISTRICT AFFECTED | All | |
| DEPARTMENT | DPR – Regional Park and Open Space District | |
| SUBJECT | Recommendation to approve the Sole-Source Amendment to the Grants Management System Agreement with Dulles Technology Partners, Inc. for Continued Maintenance and Servicing | |
| PROGRAM | n/a | |
| SOLE SOURCE CONTRACT | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Previously executed Sole Source Agreement (October 2018). Amendment to extend the length of the Agreement for Hosting, Maintenance, and Servicing. | |
| DEADLINES/ TIME CONSTRAINTS | Current contract expires on September 30, 2021 | |
| COST & FUNDING | Total cost: No additional cost | Funding source: Contract is currently funded at \$370,000. No additional funds requested. |
| | TERMS (if applicable): Extend contract to December 31, 2024 | |
| | Explanation: Funds allocated in the original budget will be reallocated to allow for continued service of the Grant Management System (GMS) for additional time. | |
| PURPOSE OF REQUEST | Continuation of the current GMS allows for more time to use the current system, provide continuous service to grant applicants and allow for solicitation of long-term GMS. | |
| BACKGROUND (include internal/external issues that may exist) | GMS is a necessary tool for grantee and grantor to maintain seamless application, grant management, and reimbursement of RPOSD grant funds. In addition, GMS tracks and maintains funding awards, allocations, and expenditures. Lapse in system use would require RPOSD to revert to hardcopy files and delayed payment schedules. Competitive grant processes will be impacted and ongoing grant tracking will be delayed. | |
| DEPARTMENTAL AND OTHER CONTACTS | Name, Title, Phone # & Email: • Christina Angeles, District Administrator (626) 588-5024 CAngeles@RPOSD.LACounty.gov | |



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803
(626) 588-5060

RPOSD.LACounty.gov

August 10, 2021

The Honorable Board of Directors
Los Angeles County
Regional Park and Open Space District
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Directors:

**RECOMMENDATION TO APPROVE THE AMENDMENT TO THE GRANTS
MANAGEMENT SYSTEM AGREEMENT WITH DULLES TECHNOLOGY PARTNERS, INC.
FOR CONTINUED MAINTENANCE AND SERVICING
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Approval of the recommended action is to approve the Amendment to the Agreement between the Los Angeles County Regional Park and Open Space District (RPOSD) and Dulles Technology Partners, Inc. (Dulles) to continue the term for hosting, maintenance, and servicing. The Amendment will extend the current term of the Agreement, which expires on September 30, 2021, within the original budget allocation until all available funds are expended and a solicitation for a long-term contract is executed.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed actions to implement the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 are not subject to the California Environmental Quality Act for the reasons stated herein.
2. Authorize the Director of the Department of Parks and Recreation, acting as the Director of the Los Angeles County Regional Park and Open Space District, or her designee, to execute Amendment No. 2 (Attachment I), extending the term of the Agreement for continued hosting, maintenance, and servicing until December 31, 2024 or until the Agreement is otherwise terminated. The annual cost of hosting, maintenance, and support is \$23,500, and will be paid using the available remaining funds of \$97,000 under the current Agreement.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

RPOSD is a California Special District established pursuant to Section 5506.9 of the Public Resource Code, with the Los Angeles County (County) Board of Supervisors (Board) acting as RPOSD's governing body. In order to maintain transparency and accountability to the public and fairness to its various grant recipients, RPOSD operates as an independent agency of the County, with the District Administrator reporting directly to the Director of the Department of Parks and Recreation (DPR), acting as RPOSD's Director (Director).

In 2018, during the research phase of the procurement for an online, paperless grants management system through the Request for Information (RFI) Process, RPOSD entered into a Sole-Source Agreement (Agreement) with Dulles in the amount of \$370,000 for the development, licensing, implementation, on-going hosting, maintenance, and servicing of the Grants Management System (GMS).

On October 2, 2018, the Board approved the Agreement with Dulles, and RPOSD began on the customization of the GMS. The first online grant applications for Measure A went live in early May 2019. Since the launch of the GMS, RPOSD has been working on grant forms for annual allocation funding, competitive funding opportunities with varying themes and requirements, and the migration of historical and current Proposition A grant data from a database decommissioned on February 1, 2021. Nevertheless, there are several competitive funding opportunities, applications, and grant forms still in development due to the staggered release of Measure A grant cycles, many being delayed due to litigation involving RPOSD and Measure A, and the recent delays caused by the COVID-19 pandemic.

This Sole-Source Agreement extension is required to enable RPOSD to continue the ongoing implementation of the GMS, including the extensive and lengthy process to train both internal and external users, develop additional applications and forms in the system, and successfully release various competitive funding opportunities. Transitioning to a new GMS would require considerable time to customize a new system for RPOSD Measure A and Proposition A utilization, fully realize a new system's capabilities and limitations, and allow applicants to gain useful familiarity with Measure A funding and goals.

Currently, RPOSD is in development of a competitive solicitation for a long-term solution to meet the needs of an online, paperless grant management system. In order to effectively continue the seamless work of an online system, RPOSD will require a new agreement to be established prior to the conclusion of the current Agreement with Dulles. The overlapping timeframe would be necessary to develop and implement a new system, properly train staff, develop online applications and grant-related forms, migrate existing data, and educate users prior to launch.

The current Agreement will expire on September 30, 2021. As a result of cost-saving practices, non-expended allocations within the budget will still be available at the conclusion of the current Agreement term. It is recommended that the available funds be reallocated for hosting, maintenance, and servicing until all available funds have been expended or until the Agreement is otherwise terminated, whichever comes first. Continued hosting, maintenance, and servicing with Dulles will ensure continued reliable service during the time of solicitation. In addition, the

most intensive and costly portion of the Agreement has been fulfilled, allowing RPOSD to continue conservative spending on the hosting, maintenance, and servicing of the established GMS.

This GMS is a proprietary system, and Dulles is the only source with whom hosting, maintenance, and servicing is an option. The existing funds will allow for an extension until approximately December 31, 2024. It will also allow the continuous use of the established GMS to its full extent, including the development and release of applications for ongoing and new competitive grant funding opportunities as they become available.

Amendment No. 1 to the Agreement was executed on July 27, 2020, pursuant to delegated authority to RPOSD, to realign the pricing schedule and deliverables identified within the Agreement and streamline the invoice processing.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goals to Make Investments that Transform Lives (Goal 1); Foster Vibrant and Resilient Communities (Goal 2); and Realize Tomorrow's Government Today (Goal 3) by authorizing RPOSD to maintain its GMS, and the ongoing implementation of Measure A funding programs.

FISCAL IMPACT / FINANCING

The Amendment and extension of the GMS Agreement will not have any fiscal impact or require additional funding. The maximum obligation for the term of the Agreement will remain at a maximum of \$370,000. As proposed, the Amendment will extend the terms of the Agreement until December 31, 2024, or until the Agreement is otherwise terminated.

ENVIRONMENTAL DOCUMENTATION

The recommendations to implement Measure A and pursue State of California grant funding are not subject to the California Environmental Quality Act (CEQA) in that the actions are administrative activities of government grants and do not meet the definition of a project according to Section 15378 (b)(5) of the State CEQA Guidelines.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

RPOSD is authorized to enter into agreements and/or contracts for goods and/or services under State of California Public Resources Code Section 5500 et seq., subject to approval by the Board. These activities are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378(b)(4) because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval of the Amendment. The OCIO determined that because this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis. The OCIO completed a formal written analysis in October 2018.

In accordance with Board's Policy Number 5.100, Sole Source Contracts, the Sole Source Checklist is attached (Attachment 2). The Notice of Intent to Amend the Sole-Source Agreement with Dulles Technology Partners, Inc. to extend the term of service was delivered to your Board on March 8, 2021 (Attachment 3).

The Amendment updates the terms of the Agreement to include all current Board required provisions.

County Counsel has reviewed and approved the Amendment as to form.

CONTRACTING PROCESS

On October 2, 2018, the Board approved the Sole-Source Agreement with Dulles Technology Partners, Inc.

On July 27, 2020, Amendment No. 1 was completed to realign the pricing schedule and deliverables identified within the Agreement.

RPOSD is currently developing a Request for Proposal (RFP) to seek long-term services of an online, paperless grant management system.

Amendment No. 2 is to be executed in order to extend the maintenance and servicing of the system, while an RFP and new long-term contract can be established.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Extending the term of the Agreement will have no negative impact on current services or projects because service delivery will continue while utilizing the subject Grants Management System with Dulles Technology Partners, Inc. through the term of the extension.

CONCLUSION

The Board's approval to amend and extend the Sole-Source Agreement with Dulles Technology Partners, Inc., by reallocating available funds within the original budget will allow

for continued successful implementation of Measure A, while a comprehensive solicitation for a future online, paperless grants management system is developed.

Please instruct the Executive Officer-Clerk of the Board to return one adopted copy of this action to the Chief Executive Office, Capital Projects Division, and the Regional Park and Open Space District.

Respectfully submitted,

Reviewed by:

Norma E. Garcia
Director

Peter Loo
Acting, Chief Information Officer

NEGG:CA:sk

Attachments



AMENDMENT NO. 2 TO AGREEMENT

**WITH DULLES TECHNOLOGY PARTNERS, INC
FOR ENTERPRISE GRANTS MANAGEMENT SYSTEM**

THIS AMENDMENT NO. 2 the Agreement is made and entered into this ____ day of ____ 2021, by and between the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (hereinafter referred to as "RPOSD") and **DULLES TECHNOLOGY PARTNERS, INC.** (hereinafter referred to as "CONTRACTOR").

RECITALS:

WHEREAS, Agreement ("Contract") was entered into between RPOSD and the CONTRACTOR on October 9, 2018 for the provision of information technology support services – Enterprise Grants Management System ("Services") for an initial period of three (3) years commencing October 2, 2018 through September 30, 2021; and

WHEREAS, Contract Amendment No. 1, executed July 27, 2020, amended Exhibit B – Pricing Schedule, to realign the pricing schedule and deliverables identified within the Contract.

WHEREAS, RPOSD and Contractor wish to amend the Contract to extend the term from September 30, 2021 through December 31, 2024 or until the Contract Sum is exhausted, whichever occurs first.

NOW, THEREFORE, in consideration of the mutual undertakings herein, RPOSD and the Contractor agree that the Contract be amended as follows:

1. Exhibit P is hereby added as follows:

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

1.1.11 Exhibit P Information Security and Privacy Requirements

2. Section 4.2, TERM OF CONTRACT is amended to read as follows:

4 TERM OF CONTRACT

- 4.2 The Contract Term shall commence on October 2, 2018 and terminate on December 31, 2024 or until the Contract Sum is expended whichever occurs first unless the contract is otherwise terminated earlier.

Los Angeles County ("County") maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether RPOSD will exercise a contract term termination option.

3. Exhibit B1 – Pricing Schedule and Prior Payments, is hereby deleted in its entirety and replaced as follows with Exhibit B2 attached herein.
4. Paragraph 8.25.3, Workers Compensation and Employers' Liability, is deleted in its entirety and replaced with the following:

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.

5. Paragraph 8.25.6, Privacy/Network Security (Cyber) Liability, is deleted in its entirety and replaced with the following:

8.25.6 CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$1 million per occurrence and \$2 million in the 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.

6. Paragraph 8.65 is deleted in its entirety and replaced with the following:

8.65 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 facsimile, email, or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

RPOSD 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 Change Notices) and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

7. Paragraph 8.73 is here by added as follows:

8.73 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO FAIR CHANCE EMPLOYMENT HIRING PRACTICES

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Consistent with the County's policy, Contractors are required to complete Exhibit 14 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

8. Paragraph 8.74 is hereby added as follows:

8.74 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 an RPOSD 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 an RPOSD 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 HOA.103119380.1 Page 22 Contractor/Proposer from participation in the RPOSD solicitation or the termination or cancellation of any resultant RPOSD contract.

9. Except as modified by AMENDMENTS 1 and 2, all others, conditions, requirements, and specifications of this Contract shall remain in full force and effect.
10. In the event of a conflict between the Contract and this AMENDMENT 2, the

language of AMENDMENT 2 shall control.

IN WITNESS WHEREOF, RPOSD has caused this AMENDMENT 2 to be subscribed by the Director of the Department of Parks and Recreation, acting as the Director of RPOSD, or her designee, and CONTRACTOR by its duly authorized officer, as of the day, month, and year first written above.

CONTRACTOR
DULLES TECHNOLOGY PARTNERS,
INC.

By: _____

Name: Tom Nyilasi

Title: Principal

Date: _____

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

By: _____

Name: Christina Angeles

Title: District Administrator

Date: _____

Approved as to Form:

COUNTY COUNSEL
Rodrigo A. Castro-Silva

By: _____

Name: Parjack Ghaderi

Title: Principal Deputy County Counsel

Date: _____

Exhibit B2 – Pricing Schedule and Prior Payments

| Deliverable/ Task Category/ Description Available Budget | Allocated | Expended | Available |
|---|----------------------|----------------------|----------------------|
| Requirements/ Project Organization | \$17,500.00 | \$17,500.00 | \$0.00 |
| System Configuration | \$60,500.00 | \$60,500.00 | \$0.00 |
| Training | \$19,000.00 | \$19,000.00 | \$0.00 |
| Data Migration | \$25,000.00 | \$25,000.00 | \$0.00 |
| Validation | \$20,000.00 | \$20,000.00 | \$0.00 |
| Travel | \$10,000.00 | \$0.00 | \$10,000.00 |
| Hosting, Maintenance and Support | \$181,000.00 | \$84,000.00 | \$97,000.00 |
| Contingency | \$37,000.00 | \$0.00 | \$37,000.00 |
| Total: | \$ 370,000.00 | \$ 201,000.00 | \$ 169,000.00 |

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: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum 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.

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 a company-wide 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, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- 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, 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;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- 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 disclosed, sold, assigned, leased, or otherwise disposed of, 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 aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on 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.

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. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- 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. 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 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 County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

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 or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information 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) will 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 return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; 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) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (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 and 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 and 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 return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (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 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. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

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 encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to 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 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 systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF 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 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 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:

Ken Ta
Departmental Information Security Officer
1000 S. Fremont Ave, Unit #40, Building A-9 East
Ground Floor, Alhambra, CA 91803
(626) 588-5020
kta@parks.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 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.

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 audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including

penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (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 provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other 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 copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's 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 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 bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, 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 areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to 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 results may 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 a 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

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$1 million per occurrence and \$2 million in the 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.

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).

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)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

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.

- a. **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.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and 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 within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

SOLE SOURCE CHECKLIST

Attachment 2

Department Name: _____

☐ New Sole Source Contract

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

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

Chief Executive Office

Date



**LOS ANGELES COUNTY
REGIONAL PARK AND
OPEN SPACE DISTRICT**

Attachment 3

RPOSD.lacounty.gov
ParksProjects.lacounty.gov
twitter.com/RPOSD

1000 S. Fremont Ave., Unit #40 • Building A-9 East, Ground Floor • Alhambra, CA 91803

(626) 588-5060

March 8, 2021

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

FROM: Norma E. García-González
Director, Regional Park and Open Space District

A handwritten signature in black ink, reading "Norma E. García-González", is written over the "FROM:" line and extends into the "SUBJECT:" line.

SUBJECT: **NOTICE OF INTENT TO AMEND THE SOLE SOURCE GRANTS
MANAGEMENT SYSTEM AGREEMENT WITH DULLES TECHNOLOGY
PARTNERS, INC. TO EXTEND THE TERM OF SERVICE FOR
ADDITIONAL YEARS**

On October 2, 2018, your Board approved the Sole Source Agreement (Agreement) between the Los Angeles County Regional Park and Open Space District (RPOSD) and Dulles Technology Partners, Inc (Dulles) for an online, paperless Grants Management System (GMS). The Agreement was in the amount of \$370,000 for the development, licensing, implementation, hosting, maintenance, and servicing of the GMS. The Agreement is set to conclude on September 30, 2021.

In early May 2019, the GMS went live to users allowing for applications of Measure A Annual Allocations to be administered through the system. Since that time, RPOSD has been working on grant forms, competitive funding opportunities with varying themes and requirements, and the migration of historical and current Proposition A grant data.

As a result of cost saving practices, non-expended allocations will be available at the conclusion of the Agreement and will allow for continued hosting, maintenance, and servicing of the GMS until December 31, 2024. Of most importance, continued hosting, maintenance, and servicing with Dulles will ensure a continued reliable and receptive service while RPOSD conducts a thorough solicitation process.

The Honorable Board of Directors
March 8, 2021
Page 2

Accordingly, in order to effectively continue the seamless work of an online, paperless grant management system, RPOSD will request authority to extend the current term of the Agreement, so as to fully utilize the funds resulting from cost savings practices, and thus ensure the proper development, implementation, migration of existing data, and all necessary training.

If you have any questions, please contact me at (626) 588-5373 or your staff may contact Christina Angeles, District Administrator, Regional Park and Open Space District at cangeles@rposd.lacounty.gov or (626) 588-5060.

NEGG:CA:SCK:nr

Attachment

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