



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE  
OPERATIONS CLUSTER**

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** February 2, 2022  
**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](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE  
THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED  
UNDER STATE LAW**

**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 – Kirk Shelton/Anthony Baker**

2. **INFORMATIONAL ITEM(S):**

A) Board Letter:

RECOMMENDATION TO AWARD MASTER AGREEMENTS FOR AS-NEEDED HEARING REPORTER SERVICES  
BOS/EO – Craig Hoetger, Interim Executive Director and  
Susan Huff, Acting Administrative Deputy

B) Board Letter:

APPROVE AND AUTHORIZE THE EXECUTION OF SUPPLEMENTAL SERVICES AGREEMENT 4 FOR CONTINUED PROGRAM SERVICES, STAFF AUGMENTATION, ACCESSIBILITY EVALUATION TOOL DEVELOPMENT, DATABASE ENHANCEMENT AND ADDITIONAL STRATEGY AND PROGRAM MANAGEMENT SUPPORT  
CEO/CP– Amir Alam, CEO Manager and  
Richard Beltran, Principal Analyst

**CONTINUED ON PAGE 2**

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

- A) TTC – DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY
- B) RR/CC – REQUEST APPROVAL OF AS-NEEDED VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) ENHANCEMENTS AND SUPPORT SERVICES MASTER AGREEMENTS (VESSMAs)
- C) RR/CC – REQUEST APPROVAL AND AUTHORIZATION TO DEVELOP AND IMPLEMENT A STATE MANDATED PROGRAM FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM, CHARGE AN ADDITIONAL TWO DOLLAR (\$2.00) FEE FOR EVERY REAL ESTATE INSTRUMENT, REQUIRED OR PERMITTED BY LAW TO BE RECORDED, EXEMPT SB2 FEES, AND ESTABLISH A SPECIAL REVENUE FUND UNDER ASSEMBLY BILL (AB) 1466

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/2/2022	
<b>BOARD MEETING DATE</b>	3/1/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Board of Supervisors, Executive Office	
<b>SUBJECT</b>	Authorize the Executive Officer of the Board of Supervisors (Executive Officer) to execute Master Agreements for Hearing Reporter Services.	
<b>PROGRAM</b>	Hearing Reporter Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current Hearing Reporter Services Master Agreement expires March 31, 2022.	
<b>COST &amp; FUNDING</b>	Total cost: \$140,000 annually	Funding source: Funding is available in the Executive Office budget and is offset by billing County departments who require this service.
	TERMS (if applicable): The Master Agreement term will consist of three years, commencing April 1, 2022. The County shall have the sole option to extend the Master Agreement term for up to three (3) additional one-year periods and two six (6) month extensions, for a maximum total Master Agreement term of seven years.	
	Explanation: Rates are standardized for all firms under this contract. Services are used on an as-needed basis and are estimated to cost \$140,000 annually.	
<b>PURPOSE OF REQUEST</b>	Approve and authorize the Executive Officer to execute Master Agreements with Kennedy Court Reporters, Inc., Weinstein Court Reporters, and Dropulic Court Reporters for Hearing Reporter Services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• Total number of contractors – 3.</li> <li>• Contractors will provide certified and non-certified Hearing Reporter Services. Services generally involve reporting administrative hearings in Los Angeles County, together with providing simultaneous backup audio recordings of hearings.</li> <li>• Hearing Reporter rates were updated from the previous Master Agreement to reflect an increase based on the current Consumer Price Index (CPI). The rates will also increase in 2025 to offer Hearing Reporters comparable market rates.</li> <li>• Contractors shall be compensated at the half day rate set forth in the Pricing Schedules if a hearing is cancelled within ten (10) business days' notice or less.</li> </ul>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	<ul style="list-style-type: none"> <li>• Craig Hoetger, Interim Executive Director, Board of Supervisors Civil Service Commission, (323) 578-6315, <a href="mailto:choetger@bos.lacounty.gov">choetger@bos.lacounty.gov</a></li> <li>• Susan Huff, Acting Administrative Deputy, Board of Supervisors Executive Office, (213) 893-2509, <a href="mailto:shuff@bos.lacounty.gov">shuff@bos.lacounty.gov</a></li> </ul>	

**EXECUTIVE OFFICE**



BOARD OF SUPERVISORS

**CELIA ZAVALA**  
**EXECUTIVE OFFICER**

COUNTY OF LOS ANGELES  
**EXECUTIVE OFFICE**  
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 383  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1411 • [www.bos.lacounty.gov](http://www.bos.lacounty.gov)

**MEMBERS OF THE BOARD**

HILDA L. SOLIS

HOLLY J. MITCHELL

SHEILA KUEHL

JANICE HAHN

KATHRYN BARGER

March 1, 2022

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:

**RECOMMENDATION TO AWARD MASTER AGREEMENTS FOR AS-NEEDED  
HEARING REPORTER SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request Board approval for the Executive Office, Board of Supervisors to enter into master agreements with Kennedy Court Reporters, Inc., Weinstein Court Reporters, and Dropulic Court Reporters for as-needed stenographic recording and transcription services for administrative hearings.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Executive Officer of the Board of Supervisors (Executive Officer) to execute master agreements with Kennedy Court Reporters, Inc., Weinstein Court Reporters, and Dropulic Court Reporters in a format substantially similar to the sample master agreement as provided in Attachment I, which has been approved as to form by County Counsel, to be effective upon Board approval for an initial term of three (3) years, with three (3) one-year renewal options and two (2) 6-month option periods to be exercised at the discretion of the Executive Officer of the Board of Supervisors.
2. Authorize the Executive Officer to encumber \$140,000, which represents the estimated combined, aggregate, and expected annual cost for these services.
3. Delegate authority to the Executive Officer or her designee to approve and execute amendments, as long as the amendments do not exceed the maximum term or the pricing

schedule of the master agreement, are consistent with the original Board-approved intent of the master agreement, conform to any mandatory or otherwise Board-ordered contract provisions, and have been approved as to form by County Counsel.

4. Delegate authority to the Executive Officer or her designee to authorize non-material changes to the master agreements, pursuant to a Change Notice, for general County updates.

5. Delegate authority to the Executive Officer of the Board of Supervisors or her designee to terminate the master agreements for convenience, when such action is deemed by the Executive Office, in its sole discretion, to be in its best interest.

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

The Civil Service Commission, Employee Relations Commission, and other client boards and commissions require the as-needed services of hearing reporters to provide stenographic recording and transcription of administrative hearings. Through the master agreement process, the Executive Office will be able to secure necessary hearing reporter services to be used, as the need for these services arises.

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

This action supports the County's Strategic Plan Goal III, Realize Tomorrow's Government Today, Strategy III.3.2., Manage and Maximize County Assets. Hearing Reporters are an essential asset to administrative hearings. By providing stenographic recordings and transcripts, hearing reporters maximize the County's assets by facilitating the continuity of hearings for the County's commissions and other client boards and commissions, so that administrative hearings are held in a fair, transparent, and just manner.

#### **FISCAL IMPACT/FINANCING**

Rates are standardized for all firms under this contract. Services are used on an as-needed basis and are estimated to cost \$140,000 annually. Funding is available in the Executive Office budget and is offset by billing County departments who require this service.

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

The master agreements are intended to be used by the Executive Office to quickly obtain the services of qualified hearing reporter firms to provide stenographic reporters to record

administrative hearings. The resulting list of qualified firms will also serve as a resource for departments wishing to hire hearing reporters to record their administrative hearings.

This is not a Proposition A agreement; therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended master agreements.

### **CONTRACTING PROCESS**

In accordance with County contracting procedures and requirements, a Request for Statement of Qualifications (RFSQ) was issued on August 10, 2021, and the three vendors with an existing master agreement were notified.

Additionally, notice of the availability of the RFSQ was placed on the County's bid website. Four Statement of Qualifications (SOQ) proposals were received and reviewed. Based on the qualifications criteria set forth in the RFSQ, three of the four proposals were deemed qualified and are being recommended for master agreements. These proposals were complete, detailed, and highly responsive to the RFSQ. Vendors were selected without regard to gender, race, creed, or color for award of a master agreement.

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

These services supplement current resources and are necessary to conduct administrative hearings. The use of hearing reporter services will allow the County to continue capturing accurate transcripts of the proceedings at administrative hearings in a just, unbiased manner. Recordings and transcripts provide all parties an invaluable tool that is necessary to provide a fair hearing.

### **CONCLUSION**

Authorize the Executive Officer to prepare and execute master agreements with Kennedy Court Reporters, Inc., Weinstein Court Reporters, and Dropulic Court Reporters for as-needed stenographic recording and transcript of administrative hearing services.

Respectfully submitted,

CELIA ZAVALA

The Honorable Board of Supervisors  
March 1, 2022  
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Executive Officer, Board of Supervisors

CZ:sp

Enclosures

c:  
Chief Executive Officer  
County Counsel



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS**

**AND**

**(CONTRACTOR)**

**FOR**

**HEARING REPORTER SERVICES**

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  - G Pricing Schedule
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-

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS  
AND  
\_\_\_\_\_  
FOR  
HEARING REPORTER SERVICES**

This Master Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, Executive Office of the Board of Supervisors hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, to provide Hearing Reporter Services.

**RECITALS**

WHEREAS, the County may contract with private businesses for Hearing Reporter Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing certified and non-certified Hearing Reporter Services; and

WHEREAS, this Master Agreement is therefore authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services, and Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, the Board of Supervisors has authorized the Executive Officer of the Board of Supervisors or designee to execute and administer this Master Agreement; and

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **Standard Exhibits:**

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Statement of Work
- 1.7 Exhibit G Pricing Schedule
- 1.8 Exhibit H Forms Required Before Work Begins

### **Health Insurance Portability and Accountability Act (HIPAA) Agreement**

- 1.9 Exhibit I - Intentionally Omitted

### **Work Orders Executed Under this Master Agreement**

- 1.10 Exhibit J - Intentionally Omitted

### **Charitable Contributions Certification**

- 1.11 Exhibit K - Intentionally Omitted
- 1.12 Exhibit L - Intentionally Omitted

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement.

No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

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

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit F*.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work and is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect before any work is performed.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.5 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Director:** The Executive Officer of the Board of Supervisors.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 Master Agreement:** County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.10 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Executive Office of the Board of Supervisors.
- 2.11 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.12 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

**2.13 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.

**2.14 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work.

### **3.0 WORK**

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work Exhibit F*.

3.2 If Contractor provides any tasks, deliverable, service, or other work outside the *Statement of Work Exhibit F* these shall be gratuitous on the part of the Contractor for which Contractor shall have no claim whatsoever against County.

### **4.0 TERM OF MASTER AGREEMENT**

4.1 This Master Agreement is effective upon the date of its execution by Executive Officer of the Board of Supervisors or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire (3) years, commencing from April 1, 2022, or after execution, whichever is later, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County shall have the sole option to extend the Master Agreement term for up to three (3) additional one-year periods and two six (6) month extensions, for a maximum total Master Agreement term of seven years. Each such option and extension shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors or his/her designee as authorized by the Board of Supervisors.

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

4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Executive Office of the Board of Supervisors at the address herein provided in *Exhibit A – County's Administration*.



## 5.0 CONTRACT SUM

5.1 The Pricing Schedule is set forth in *Exhibit G - Pricing Schedule*. This section covers the proposed fees for the requested services. The fees should be stated as a daily, hourly, copy, and expedited rate, for service provided by different levels of staff.

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

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

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

5.4 **Invoices and Payments**

5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit F – Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of the Contract. The Contractor's payments shall be as provided in *Exhibit G – Pricing Schedule* in accordance with this Agreement. The Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work. The Contractor agrees to deliver transcripts and copies within the calendar days requested by the County as specified in the contract in *Exhibit G – Pricing Schedule*.

5.4.2 The Contractor's invoices shall be priced in accordance with *Exhibit G – Pricing Schedule*.

5.4.3 The Contractor's invoices shall contain the information set forth in *Exhibit F – Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

All invoices submitted by the Contractor shall also specify the following:

- Contractor's Master Agreement Number
- Period of performance of work being invoiced
- Name(s) of person/people who performed the work
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in Exhibit G – Pricing Schedule
- Total amount of the invoice

5.4.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.4.5 Invoices under this Contract shall be submitted electronically. Invoices for Civil Service Commission (CSC) hearings shall be sent via email to [CSC@bos.lacounty.gov](mailto:CSC@bos.lacounty.gov). Invoices for Employee Relations Commission (ERCOM) hearings shall be submitted via email to [ERCOM@bos.lacounty.gov](mailto:ERCOM@bos.lacounty.gov).

**5.4.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

**5.4.7 Local Small Business Enterprises – Prompt Payment Program**

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

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

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY**

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

### **6.1 Intentionally Omitted**

### **6.2 Intentionally Omitted**

### **6.3 Intentionally Omitted**

### **6.4 County’s Project Manager**

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

## **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

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

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement.

### **7.2 Contractor's Authorized Official(s)**

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

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

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

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

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

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

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

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

7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge

to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

## **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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

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

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

## **7.6 Confidentiality**

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality,

including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Exhibit H1*.
- 7.6.5 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "*Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Exhibit H2*.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Executive Office of the Board of Supervisors, or his/her designee.
- 8.1.2 The Executive Officer of the Board of Supervisors, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. Contractors will be notified in writing when an extension of time is granted. Such notifications shall be prepared and executed by the Executive Officer of the Board of Supervisors.

8.1.3 Intentionally Omitted

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

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Complaints**

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

- 8.4.1 Within thirty (30) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.



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

## **8.5 Compliance with Applicable Laws**

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

## **8.6 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

## **8.7 Compliance with County's Jury Service Program**

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

### **8.7.2 Written Employee Jury Service Policy**

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

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

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

## **8.8 Conflict of Interest**

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

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

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

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

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

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

#### 8.11.2 Chapter 2.202 of the County Code

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

#### 8.11.3 Non-responsible Contractor

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

#### 8.11.4 Contractor Hearing Board

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

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

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

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

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

#### 8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

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

#### **8.16 Employment Eligibility Verification**

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they



currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

#### **8.17 Counterparts and Electronic Signatures and Representations**

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. 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.

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

#### **8.18 Fair Labor Standards**

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

#### **8.19 Force Majeure**

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, , other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be

totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events"). The parties agree that the COVID-19 pandemic is not a force majeure event.

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

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

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

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

## **8.21 Independent Contractor Status**

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

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

other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

## **8.22 Indemnification**

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

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

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

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
Executive Office of the Board of Supervisors  
500 W. Temple Street, Rm. 383  
Los Angeles, CA 90012  
Attention: Martin Garcia  
[solicitations@bos.lacounty.gov](mailto:solicitations@bos.lacounty.gov)

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

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

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

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

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

#### **8.23.4 Failure to Maintain Insurance**

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

#### **8.23.5 Insurer Financial Ratings**

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

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

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

#### **8.23.7 Waivers of Subrogation**

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

#### **8.23.8 Sub-Contractor Insurance Coverage Requirements**

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

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

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

#### **8.23.10 Claims Made Coverage**

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

#### **8.23.11 Application of Excess Liability Coverage**

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

#### **8.23.12 Separation of Insureds**

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

#### **8.23.13 Alternative Risk Financing Programs**

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

#### **8.23.14 County Review and Approval of Insurance Requirements**

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

### **8.24 Insurance Coverage**

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

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

8.24.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident.

Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### **8.24.3 Workers Compensation and Employers' Liability**

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

#### **8.24.4 Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of two (\$2 million) per occurrence and in the aggregate during the term of the Master Agreement, 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 Master Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

## **8.25 Liquidated Damages**

- 8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred

Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

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

## **8.26 Most Favored Public Entity**

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

## **8.27 Nondiscrimination and Affirmative Action**

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

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated

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

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master

Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

#### **8.28 Non Exclusivity**

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

#### **8.29 Notice of Delays**

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

#### **8.30 Notice of Disputes**

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

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

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

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

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

#### **8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Officer of the Board of Supervisors or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

### **8.34 Prohibition Against Inducement or Persuasion**

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

### **8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.36 Publicity**

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

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

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

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

diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

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

### **8.38 Recycled Bond Paper**

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

### **8.39 Subcontracting**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance**

**approval of the County.** Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County Project Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Executive Office of the Board of Supervisors



500 W. Temple Street, Rm. 383  
Los Angeles, CA 90012  
Attention: Martin Garcia  
[solicitations@bos.lacounty.gov](mailto:solicitations@bos.lacounty.gov)

before any subcontractor employee may perform any work hereunder.

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

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

**8.41 Termination for Convenience**

8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall

be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

#### **8.42 Termination for Default**

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

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to

perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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

#### **8.43 Termination for Improper Consideration**

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at

(800) 544-6861.

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

#### **8.44 Termination for Insolvency**

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

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

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

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

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

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

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

funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 Validity**

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

#### **8.48 Waiver**

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

#### **8.49 Warranty Against Contingent Fees**

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in

compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

#### **8.52 Time off For Voting**

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

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

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

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

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

#### **8.54 Intentionally Omitted**

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

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

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

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

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

#### **8.58 COVID-19 Vaccinations of County Contractor Personnel**

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees

of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this



Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Certification of Compliance) is a required part of any agreement with the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

## **9.1 Intentionally Omitted**

## **9.2 Local Small Business Enterprise (LSBE) Preference Program**

9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

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

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

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

### **9.3 Ownership of Materials, Software and Copyright**

- 9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

- 9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or
  - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.4.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

#### **9.5 Intentionally Omitted**

#### **9.6 Social Enterprise (SE)**

- 9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

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

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

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

## **9.7 Intentionally Omitted**

## **9.8 Disabled Veteran**

9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
  2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**AUTHORIZATION OF MASTER AGREEMENT FOR  
HEARING REPORTER SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Executive Officer of the Board of Supervisors Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Executive Officer

Executive Office of the  
Board of Supervisors

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

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

**MASTER AGREEMENT FOR  
HEARING REPORTER SERVICES**

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## COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. \_\_\_\_\_

### COUNTY PROJECT MANAGER:

Name: Karen Magsino-Natividad  
Title: Departmental Civil Service Representative  
Address: 500 West Temple Street, Rm. 522  
Los Angeles, CA 90012  
Telephone: 213 974-2411  
Facsimile: 213 974-2534  
E-Mail Address: [KNatividad@bos.lacounty.gov](mailto:KNatividad@bos.lacounty.gov)

**CONTRACTOR'S ADMINISTRATION**

---

CONTRACTOR'S NAME

MASTER AGREEMENT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S EEO CERTIFICATION**

---

Contractor Name

---

Address

---

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

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

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

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

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

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Page 3 of 3

**2.203.070. Exceptions.**

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

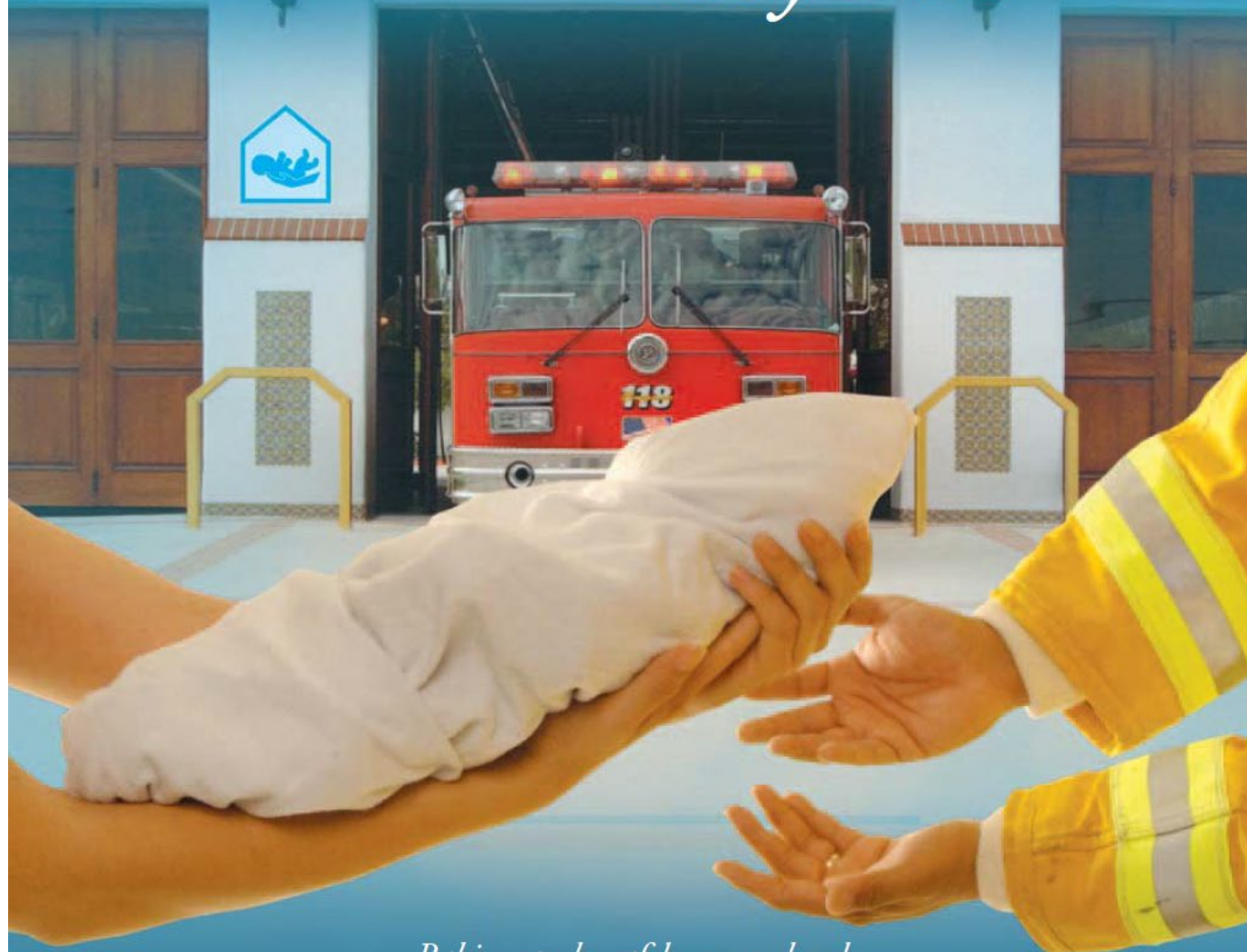
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

**2.203.090. Severability.**

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

# *Safely* Surrendered *Baby Law*



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

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

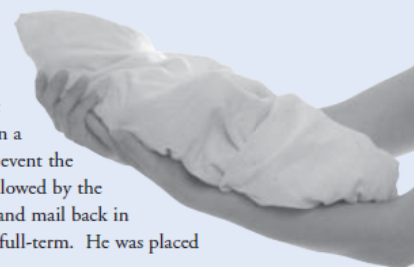
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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



# Exhibit F

## Appendix A-1

### STATEMENT OF WORK (SOW)

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# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

- 1.1 Contractor shall provide all labor, material, tools, and equipment necessary to provide services as follows:
  - 1.1.1 Reporting administrative hearings for the County. Audio recordings of hearings to be performed simultaneously. Reporting will be Certified or Non-Certified Shorthand Reporters, at the discretion of the County.
  - 1.1.2 Furnishing a suitably bound written transcript (25 lines per page, average 250 words per page) of the hearing, either within normal turnaround time of ten (10) business days, or expedited.
  - 1.1.3 Preparing a transcript at any time during the period of time hearing notes are retained, pursuant to 1.6 in the SOW.
  - 1.1.4 Providing a hearing report in digital format, where necessary.
  - 1.1.5 Providing reporter(s) for next day reporting service upon notification by the County no later than 4:30 P.M. the day prior to the requested service.
  - 1.1.6 Providing reporter(s) safety and protective gear according to OSHA standards and/or as deemed appropriate during an emergency proclaimed by the President of the United States, Governor of California, or appropriate local official(s).
- 1.2 Contractor shall be required to submit lists of all Certified Shorthand Reporters (CSR) including certificate numbers and administrative/court hearing experience, whose service will be utilized during the term of the Agreement. Should the list change for any reason, the Contractor shall immediately provide written notification to the County, referencing the Agreement number and furnishing an electronic copy via e-mail of the updated list to the County Project Manager listed in Exhibit A of the Sample Master Agreement. The County reserves the right to reject CSRs not meeting a minimum level of professional competence, *i.e.*, inability to keep pace with normal administrative hearing conversation and/or read back testimony. The Contractor shall provide relevant background information on each CSR upon the County's Request.
- 1.3 Contractor shall also submit lists of all Non-Certified Shorthand Reporters whose services will be utilized during the term of the Agreement.

- 1.4 Contractor shall provide one original, one printed copy, and one electronic copy of transcripts requested by the Department, which the Department may reproduce. Additional copies may be requested by the parties as needed. Furthermore, Contractor shall also provide the County an electronic copy of the transcript when a transcript is provided to any of the parties.
- 1.5 Contractor shall provide digital audio recording of the hearing no later than five (5) business days after the conclusion of the scheduled hearing.
- 1.6 Contractor shall provide notice to the Department whenever a request for transcript is made on any given hearing. Such notice shall be provided the same day as the request is made. Contractor shall also provide notice when Contractor fulfills such transcript request the same day when such transcript is furnished.
- 1.7 Contractor shall retain custody of all notes of County hearings for a minimum of two (2) years.
- 1.8 Contractor shall furnish a storage area approved by the County and Fire Department of local jurisdiction. Alternatively, where the Contractor stores digital records using cloud service(s), the Contractor shall furnish the vendor name(s).
- 1.9 Contractor shall deliver transcripts and copies within the calendars requested by the Department as specified in the Master Agreement.

## **2.0 INTENTIONALLY OMITTED**

## **3.0 QUALITY CONTROL**

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

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

## **4.0 QUALITY ASSURANCE PLAN**

County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **5.0 DEFINITIONS**

The words used herein shall be construed to have the meanings defined in Paragraph 2.0 of the Master Agreement, unless otherwise apparent from the context in which they are used.

## **6.0 RESPONSIBILITIES**

The County and Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 Personnel**

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

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### **6.2 Intentionally Omitted**

### **CONTRACTOR**

#### **6.3 Project Manager**

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. The County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.3.2 Project Manager shall act as a central point of contact with the County.
- 6.3.3 Project Manager shall have minimum three (3) years' experience.

6.3.4 Project Manager/alternate shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

#### **6.4 Personnel**

6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.**

6.4.2 Contractor shall perform background checks on their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement.

#### **6.5 Intentionally Omitted**

#### **6.6 Materials and Equipment**

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

#### **6.7 Training**

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

#### **6.8 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business, if deemed necessary by the County. The office shall be staffed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under this Agreement. When the office is closed, an answering service shall be provided to receive calls. In the absence of an office setting, Contractor shall provide the County with a telephone number to receive inquiries and complaints during the hours of 8:00 A.M. to 5:00 P.M., Monday

through Friday. **The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.**

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

Reporters are to be present for full day or any part thereof during the hours of 8:00 A.M. to 12:00 P.M., and/or 1:00 P.M. to 5:00 P.M., with a fifteen (15) minute grace period on all rates charged. Any hearing exceeding fifteen (15) minutes shall be charged at the next rate schedule, except the Board of Supervisors' night hearings which will be charged per hearing. Half day is defined as working four (4) hours or less.

If a scheduled date for a hearing or pre-hearing conference assigned to the Contractor is cancelled, with ten (10) business days' notice or less, the Contractor shall be compensated at the half day rate listed in Exhibit G-1 and G-2 for Certified Stenotype Reporters and Non-Certified Reporters, only if the cancellation is because the hearing is not held as a result of a withdrawal of an appeal; or the non-appearance of appellant or appellant's counsel; or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

## **8.0 INTENTIONALLY OMITTED**

## **9.0 INTENTIONALLY OMITTED**

## **10.0 INTENTIONALLY OMITTED**

## **11.0 INTENTIONALLY OMITTED**

## **12.0 INTENTIONALLY OMITTED**



## ATTACHMENT 1

### EXHIBIT G - 1

#### PRICING SCHEDULE – 2022\*

\* The rates reflected on Exhibit G-1 shall be effective upon execution of the agreement and shall expire on March 31, 2025.

Code#	Description of Service	Unit Price
01	Certified Stenotype Reporter, Daily per Diem	\$ 595.00
02	Non-Certified Reporter, Daily per Diem	\$ 298.00
03	Certified Steno Reporter, Half Day	\$ 372.00
04	Non-Certified Reporter, Half Day	\$ 223.00
05	Hourly Rate, After 5:00 p.m.	\$ 74.38
06	Transcripts Only - Original & 1 copy, 10 Business Days Delivery	\$ 6.50/page
07	Extra Copy Charge	\$ 2.00/page
08	Expedited, 1 Day	\$ 13.00/page
09	Expedited, 2 Day	\$ 12.80/page
10	Expedited, 3 Day	\$ 12.00/page
11	Expedited, 4 Day	\$ 11.00/page
12	Expedited, 5 Day	\$ 10.50/page
13	Expedited, 6 Day	\$ 10.00/page
14	Expedited, 7 Day	\$ 9.00/page
15	Expedited, 8 Day	\$ 8.50/page
16	Expedited, 9 Day	\$ 8.00/page

Note: Half Day is defined as four (4) hours or less.

## ATTACHMENT 1

### EXHIBIT G - 2

#### PRICING SCHEDULE – 2025\*

\* The rates reflected on Exhibit G-2 shall be effective April 1, 2025 and shall expire on March 31, 2029.

Code#	Description of Service	Unit Price
01	Certified Stenotype Reporter, Daily per Diem	\$ 632.00
02	Non-Certified Reporter, Daily per Diem	\$ 316.00
03	Certified Steno Reporter, Half Day	\$ 395.00
04	Non-Certified Reporter, Half Day	\$ 237.00
05	Hourly Rate, After 5:00 p.m.	\$ 77.94
06	Transcripts Only - Original & 1 copy, 10 Business Days Delivery	\$ 7.00/page
07	Extra Copy Charge	\$ 2.10/page
08	Expedited, 1 Day	\$ 14.00/page
09	Expedited, 2 Day	\$ 13.50/page
10	Expedited, 3 Day	\$ 12.50/page
11	Expedited, 4 Day	\$ 12.00/page
12	Expedited, 5 Day	\$ 11.00/page
13	Expedited, 6 Day	\$ 10.50/page
14	Expedited, 7 Day	\$ 10.00/page
15	Expedited, 8 Day	\$ 9.00/page
16	Expedited, 9 Day	\$ 8.50/page

Note: Half Day is defined as four (4) hours or less.

**FORMS REQUIRED BEFORE WORK BEGINS**

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name \_\_\_\_\_

Work Order No. \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

**COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H2, attached hereto and incorporated herein by reference.

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name \_\_\_\_\_

Employee Name \_\_\_\_\_

Work Order No. \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

Work Order No. \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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



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

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 –**  
**Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County**  
**Contractor Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (the  
“Contractor”), certify that on County Contract \_\_\_\_\_ [ENTER  
CONTRACT NUMBER AND NAME]:

\_\_\_\_\_ All Contractor Personnel\* on this Contract are fully vaccinated as  
required by the Ordinance.

\_\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as  
required by the Ordinance. The Contractor or its employer of record, has granted  
a valid medical or religious exemption to the below identified Contractor Personnel.  
Contractor will certify weekly that the following unvaccinated Contractor Personnel  
have tested negative within 72 hours of starting their work week under the County  
Contract, unless the contracting County department requires otherwise. The  
Contractor Personnel who have been granted a valid medical or religious  
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ I have authority to bind the Contractor, and have reviewed the requirements  
above and further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/2/2022	
<b>BOARD MEETING DATE</b>	3/1/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Chief Executive Office	
<b>SUBJECT</b>	AECOM Supplemental Services Agreement Amendment No. 4 for Continued and Additional Program Services	
<b>PROGRAM</b>	Deferred Maintenance Program Services Phase III	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$5,628,000	Funding source: New County Cost – Extraordinary Maintenance Budget
	TERMS (if applicable): N/A	
	Explanation: The proposed Supplemental Services Agreement will be funded with \$5,628,000 in Extraordinary Maintenance net County cost from the Extraordinary Maintenance Services and Supplies Budget to cover the Fiscal Year 2021-22 costs. If the County selects the option to extend services for an additional year, the remaining cost of \$5,855,500 will be funded with Extraordinary Maintenance net County cost from the Fiscal Year 2022-23 Extraordinary Maintenance Services and Supplies Budget.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize the execution of a Supplemental Services Agreement with AECOM Technical Services, Inc., to support the Facilities Reinvestment Program (FRP) by providing continued program services, staff augmentation, accessibility evaluation tool development, enhancements to the Strategic Asset Management System (SAMS), and provide additional strategy and program management support for the County's deferred maintenance program.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The supplemental services include ongoing support of Phase III deferred maintenance program tasks and asset management training for County personnel, AECOM team personnel outsourced to the CEO, Internal Services Department and Department of Public works, developing a tool to facilitate the County's accessibility evaluations, updates to the SAMS website, mobile applications, database and reporting systems and strategy support for the deferred maintenance program.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This program supports Board Priority #7, Sustainability, by implementing projects that improve energy and operating efficiencies that maximize or extend the lifecycles of the County's capital assets.	
<b>DEPARTMENTAL CONTACTS</b>	Amir Alam, Manager (CEO), (213) 974-2620, <a href="mailto:AAlam@ceo.lacounty.gov">AAlam@ceo.lacounty.gov</a> Richard Beltran, Principal Analyst (CEO), (213) 974-7840, <a href="mailto:RBeltran@ceo.lacounty.gov">RBeltran@ceo.lacounty.gov</a>	



# 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

March 1, 2022

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

Dear Supervisors:

**DEFERRED MAINTENANCE PROGRAM SERVICES PHASE III  
APPROVE AND AUTHORIZE THE EXECUTION OF  
SUPPLEMENTAL SERVICES AGREEMENT 4 FOR CONTINUED PROGRAM  
SERVICES, STAFF AUGMENTATION, ACCESSIBILITY EVALUATION TOOL  
DEVELOPMENT, DATABASE ENHANCEMENT AND ADDITIONAL STRATEGY AND  
PROGRAM MANAGEMENT SUPPORT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Approval of the recommended actions will authorize the execution of a Supplemental Services Agreement with AECOM Technical Services, Inc., to perform continued program services, staff augmentation, accessibility evaluation tool development, enhancements to the Strategic Asset Management System (SAMS), and provide additional strategy and program management support for the County's deferred maintenance program.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions to authorize a Supplemental Services Agreement 4 with AECOM, do not meet the definition of a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activity.
2. Approve and delegate authority to the Chief Executive Officer, or her designee, to execute Supplemental Services Agreement 4 with AECOM to extend deferred maintenance program management services for one year, with the option to

extend the services for up to one additional year for continued program services for a not-to-exceed amount of \$11,483,500.

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

Approval of the recommended actions will delegate authority to the Chief Executive Officer (CEO) to execute a Supplemental Services Agreement with AECOM to extend the term of program management services for one year at cost of \$5,628,000, plus an option to extend the Agreement for one additional year at an additional cost of \$5,855,500, to continue to provide staff augmentation including a facility condition assessment (FCA) team to support the Internal Services Department (ISD); develop an accessibility evaluation tool; provide enhancements to SAMS; and provide additional strategy and program management support for the County's deferred maintenance program. The Supplemental Services Agreement is for a not-to-exceed amount of \$11,483,500, increasing the maximum agreement amount from \$20,248,727 to \$31,732,227. The proposed scope of work is included in the proposal dated November 17, 2021 (Attachment A).

The extension of these services will continue deferred maintenance program management support, aligning SAMS functionality with ISD's workflows and practices, develop, and prioritize projects. The modifications to SAMS will increase efficiency and productivity in FCA surveys, project development, reporting and prioritization of projects to be recommended to be delivered through the Facility Reinvestment Program (FRP).

### **Project Background**

The origin of the County's development of the structure and goals of the current deferred maintenance program began with a Board motion in September 2010, whereby the CEO was directed to "provide a systematic approach to the ongoing assessment of County building conditions, long-term maintenance and capital repair and/or replacement schedules, and a basis for long-term planning and budgetary recommendations related to the ongoing operation of County facilities". Through collaboration with ISD, the CEO opted to engage third-party consultants to assess the County facilities and develop an asset management database to systematically track, prioritize, and address the highest priority deferred maintenance needs.

In November 2011, the Department of Public Works (Public Works), at the request of the CEO, issued a Request for Proposal for building condition assessment and asset management database development services. In September 2012, AECOM was awarded an agreement for a 1-year pilot program (Phase I) to develop the scope of the assessments and content and functionality of the asset management database. Upon the CEO's recommendation in 2014, the Board authorized the award of the Phase II Agreement, which was first of two agreements that included the full scope of the facility

condition assessments and development of asset management database and mobile survey application, now respectively known as SAMS and SAMS Survey. The Phase II agreement included the assessment of all County-owned facilities, excluding those of Health Services and Sheriff Departments, which were assessed as part of the currently active Phase III agreement.

Since its inception, SAMS has become a central tool in the Countywide strategic management of its capital assets. SAMS is providing data that supports the prioritization and strategic selection of the highest priority projects for the FRP, it informs Master Planning of facility conditions and building lifecycles, and offers an interactive interface that projects cost estimates over scalable durations of time facilitates Capital planning.

As the development of SAMS progressed, the factors for the prioritization of projects have become more sophisticated by considering the consequences of failure to ensure the County's assets, that are most vital to the wellbeing of its constituents, are ranked as the highest priorities. In addition, the assessment of rate of deterioration has become more nuanced by factoring environmental conditions that affect the lifecycles of building systems and disaggregating the deterioration of subsystems to more accurately estimate cost, predict and address a system before it fails.

In support of the Strategic Asset Management Plan, CEO Capital Programs and ISD, with the assistance of Public Works, have implemented the FRP to deliver a targeted \$750 million in system repair and replacement projects to address a significant portion of the County's backlog of deferred maintenance. This effort is on a scale never-before experienced in the County's history and insight and analysis of the AECOM consultants has been vital in developing and vetting project delivery plans as well as monitoring and reporting delivery performance. In addition, the AECOM team of consultants augmenting the ISD FCA teams, is supporting the goal of updating facility condition data within the 5-year industry standard, which is a cornerstone to the successful management of capital assets.

The recommended actions will amend the current Phase III Agreement with AECOM for deferred maintenance program management services, which included facility condition assessments of all Health Services and Sheriff facilities owned and operated by the County, as well as continued program management support and development of user and data improvements to the SAMS database.

### **Agreement Background**

In August 2016, the Public Works released a Request for Proposals (RFP) for FCA services for Department of Health Services (DHS) and Sheriff facilities. On April 11, 2017, the Board authorized the CEO to execute Phase III of the consultant services agreement

with AECOM for an amount not-to-exceed \$14,822,641 to survey and assess the condition of 656 County-owned and County-maintained Sheriff and DHS facilities and surface parking lots, totaling approximately 22.4 million square feet; update the Asset Management Database for the County Deferred Maintenance Program; and perform facility condition assessments on newly-acquired or constructed County-owned and/or County-maintained facilities.

On February 19, 2019, the Board approved a Supplemental Services Agreement No. 1 for the assessment of newly found buildings for an additional \$444,714, increasing the net total not-to-exceed contract value to \$15,267,355. The change in scope consisted of a net increase of 155 additional undocumented buildings and surface parking lots, totaling approximately 2.3 million additional square feet.

On January 7, 2020, the Board approved a Supplemental Services Agreement No. 2 to increase the Phase III Assessments scope of work to restore the contract capacity to perform the FCAs, data collection, and review for the 1,121,929 square foot Men's Central Jail facility for a not-to-exceed amount of \$430,645, increasing the maximum, not-to-exceed amount of the agreement from \$15,267,335 to \$15,698,000.

On November 2, 2020, the Board approved a Supplemental Agreement Number 3 with the AECOM, which included services to extend the term of program management staff augmentation services for one year, with the option to extend for one additional year, enhance the SAMS, and provide FCA team support to ISD with the first reassessment cycle since the initial assessments, for a net increase of \$4,550,727 increasing the total not-to-exceed contract value to \$20,248,727.

#### **Recommended Supplemental Agreement No. 4**

The proposed scope of work will increase productivity, capabilities, and accuracy in the tools, processes and resulting data that culminate in the reports that guide decisions for strategic asset management. The scope of work includes continued program management services, continued staff augmentation, accessibility evaluation tool development, SAMS enhancements, and additional strategy and program management support services.

#### **Continued Program Management Services**

AECOM will continue to provide program management, SAMS technology support, and training for County staff. This includes coordination with County stakeholders, additional support for County reassessments, interfacing with County and ISD Information Technology (IT) staff as needed for SAMS server, data and reporting issues, and updating the SAMS User Manual and Wiki page.

### **Program Management Staff Augmentation**

The CEO Asset Management Branch (CEO-AMB) recommends extending AECOM's deferred maintenance program management services to support CEO and ISD with project coordination, reporting, SAMS support, special initiative projects, training and reassessment team support.

ISD and CEO staff resources are stretched while concurrently managing the implementation and delivery the FRP, and coordinating regular focus group meetings to share and document experiences using SAMS and to discuss how to resolve various workflow and technical issues, including those that require modifications to SAMS. AECOM's presence at these meetings, to analyze the issues and recommend options to reconcile the technical consequences and challenges of enacting the changes to SAMS, has been essential in maintaining timely progress in fine tuning SAMS' functionality. AECOM's technical expertise has expedited many solutions to various workflow and reporting challenges.

The proposed services include one part-time Program Manager facilitating increased department collaboration, leading and participating in special initiative projects, and training curriculum and workshops. The proposal also includes part-time hours for AECOM project staff, management and executive support and project coordination for the CEO-AMB. Lastly, the proposal includes four full-time FCA field assessors and part-time hours for ISD's FCA support staff.

### **Accessibility Evaluation Tool Development**

AECOM will work with the County to develop a new tool that will enable the County SAMS system to support evaluation of accessibility features in County facilities. This will require engaging County stakeholders, reviewing applicable current laws and standards, developing a tool (i.e. web site and iPad application) and process for evaluation, quality assurance and quality control, cost estimation, piloting, finalizing and training County staff.

### **SAMS Enhancements**

These system enhancements will include overhauling the parking lot assessment tools in SAMS to improve horizontal area data collection, updating replacement value calculation for parking lots to better reflect lot values, and integrating the parking lot measurement documentation with GIS capability. AECOM will upgrade SAMS mapping capabilities by integrating GIS data with the existing County GIS systems and updating building floor plan features to include geo-spatial capabilities. Another enhancement includes enabling 360 degree and drone imagery capture capabilities. Lastly, AECOM will integrate energy



auditing into SAMS, which will support County efforts in evaluating long-term operational savings through energy efficient facility investments.

### **Additional Strategy and Program Management Support**

The amendments also recommends additional AECOM strategy and program management support to ensure long-term data integrity, effective change management and planning for the County's deferred maintenance program. These support services include developing a gap analysis on processes, defining key performance indicators (KPIs) to measure program success, developing a change management implementation plan that includes business process improvements, piloting initiatives, monitoring KPIs and incorporating multidimensional capital planning into SAMS.

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

The recommended action supports the County's Strategic Plan Goal III.3 - of Operational Effectiveness Fiscal Responsibility and Accountability through the efforts of repairing and maintaining County facilities to sustain the delivery of County programs and services. The enhancements to the SAMS database are a key element of the County's Strategic Asset Management Plan.

### **FISCAL IMPACT/FINANCING**

The proposed Supplemental Services Agreement with AECOM will be for a maximum not-to-exceed amount of \$11,483,500, of which the first year of services is estimated at \$5,628,000, and the second year is estimated at \$5,855,500 (Attachment B). The sum will increase the total not-to-exceed agreement amount from \$20,248,727 to \$31,732,227, for the Phase III Deferred Maintenance Program Management Project.

The proposed Supplemental Services Agreement will be funded with \$5,628,000 currently allocated in Extraordinary Maintenance Budget this Fiscal Year 2021-22. If the County selects the option to extend services for an additional year, the remaining cost of \$5,855,500 will be funded with Extraordinary Maintenance funds from the Fiscal Year 2022-23 Budget.

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

A standard supplemental agreement will be used and will be reviewed and approved as to form by County Counsel.

The proposed Supplemental Services Agreement 4 will be in full compliance with Federal, State, and County regulations. The existing agreement contains the standard terms and conditions supporting the Board's ordinances, policies, and programs.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended action, approval of the proposed Supplemental Services Agreement 4, is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 21065 of the California Public Resources Code, and Section 15378(b) of the State CEQA Guidelines. The activities are an administrative action of government that will not result in direct or indirect physical changes to the environment. The proposed actions include enhancements to the SAMS database, and, as such, are organizational or administrative activity of the government that will not result in direct or indirect changes to the environment and involve the creation of a government funding mechanism which does not involve commitment to any specific project which may result in a potentially significant physical impact on the environment, and which has no adverse impact on the environmental factors. The appropriate environmental documentation, as required under CEQA, will be completed and the Board will be requested to make appropriate CEQA findings, as necessary, when any activities which would constitute a project under CEQA are recommended for approval.

### **CONTRACTING PROCESS**

On April 11, 2017, the Board authorized the CEO to execute a consultant services agreement with AECOM for an amount not-to-exceed \$14,822,641, to survey and assess the condition of 656 County-owned and County-maintained DHS and Sheriff facilities and surface parking lots. Approval of the proposed Supplemental Services Agreement 4 will increase the scope of work for the Phase III FCA Agreement, which was competitively solicited utilizing the RFP process.

The Community Business Enterprises participation data and three-year contracting history for AECOM is on file with Public Works.

Public Works has evaluated and determined that the Los Angeles County Code, Chapter 2.201 (Living Wage Program) does not apply to the recommended contract.

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

The supplement to the consultant services agreement will provide new and continued critical support in managing the Countywide Deferred Maintenance Program in an efficient and cost-effective manner.

### **CONCLUSION**

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Programs Division.

The Honorable Board of Supervisors  
March 1, 2022  
Page 8

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JN:JC  
VM:AMA:RB:ns

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Internal Services  
Public Works

AECOM  
300 S Grand Ave, Los Angeles, CA. 90071  
T 213-593-8100 [www.aecom.com](http://www.aecom.com)



November 17, 2021

County of Los Angeles  
Chief Executive Office – Capital Programs  
Kenneth Hahn Hall of Administration, Room 754  
500 W. Temple Street  
Los Angeles, CA 90012

Attention: Mr. Richard Beltran

Subject: **County of Los Angeles Deferred Maintenance Program Services Phase 3  
Change Order Request #9 –**

Dear Richard,

The purpose of this Change Order to Contract CP-20A is to provide funding proposals for the County to exercise through 2023 for ongoing project support to the Phase 3 program. The fees presented herewith include labor hours, and expenses required to deliver these services. This proposed change order will increase the total contract value with services provided to the end December 2023. AECOM proposes the following continued and new tasks as part of this scope of work:

### Scope Overview:

- 1.0 Continued Program Level Tasks:** Ongoing support of Phase 3 deferred maintenance program tasks, and asset management training for County personnel.
- 2.0 Staff Augmentation:** AECOM team personnel outsourced and managed directly through the Chief Executive Office (CEO), Internal Services Department (ISD), Department of Public Works (DPW), or other departments as requested through CEO.
- 3.0 Accessibility Evaluation Tool Development:** AECOM will develop a tool to facilitate the County's Access
- 4.0 SAMS Technology Development:** AECOM team information technology development of updates to SAMS web site, development of accessibility module, mobile applications, database development, and reporting systems.
- 5.0 Advanced Strategic Asset Management Services:** AECOM team support for high-level analytics and strategy for management of County deferred maintenance program
- 6.0 Other Direct Costs (ODCS):** Nonlabor costs associated with the delivery of the proposed tasks which include travel, server hosting, etc.

### Detailed Scope Description:

#### 1.0 Tasks: Continued Program Level Tasks

- 1.1 Program Management:** Continue to provide program oversight, client and client's team coordination and support through the end of 2023.
  - Provide financial and performance oversight of contracted services
  - Coordinate and engage with County stakeholders
  - Additional support for County Reassessment, Training, and Quality Programs when needed

**1.2 SAMS Technology Support:** Continued general technology and operation support to the County for the SAMS web site and iPad application by AECOM and the application developer. This task will be supported by a 2-person team for up to 16 hours per week with additional oversight staff as needed. They will continue to work closely with the County IT and assessment team. Task elements that the AECOM team will provide include:

- Interfacing with ISD-IT as needed for server and data connectivity issues
- Interfacing with the County Assessment team to provide support and troubleshooting
- Interfacing with CEO or ISD teams for unique data or reporting requests
- Participation in the monthly SAMS County user meetings

**1.3 Training and Support for County Staff:** With new updates of process, application, and web site throughout 2021 and 2022, AECOM will plan one (1) group training session per month to the County staff. Additional training will be planned as-needed, up to the capacity of this task element.

- Train new staff in scheduling, field assessment, QAQC, project builder, final QAQC and capital planning protocols
- Create ongoing QAQC insights based on previously collected data
- Create retraining opportunities with specific documentation
- Specific safety training as needed
- Promote a quality-focused culture aligning to the 2020 Strategic Asset Management Plan Objectives
- Provide training to the County management communicate how SAMS works within the CEO's larger County Asset Management initiatives

**1.4 Annual update to SAMS User Manual and Wiki page:** With the above update to the website and app throughout 2022 (Task 1.4) with an option for smaller update in 2023 (Task 1.5) as well, AECOM suggests an update to the SAMS User Manual and Wiki page. With the following:

- Comprehensive update of User Manuals based on 2021 SAMS Theme upgrade/update, SAM Survey updates, and implementation of new or modifications of existing features
- Comprehensive update of Help Wiki based on updates to SAMS, SAM Survey, and implementation of new or modifications of existing features
- Comprehensive update of the SAM Field Guides based on the updates of the manuals, SAM survey and processes followed on-site during the field assessments.
- Comprehensive update of the L2 library and button to enhance workflow and efficiency in the Project Development and Costing
- Creation of new protocols regarding the tracking system of the progresses for the field assessments, QA, PD.
- Development of new built-in SAMS website and SAM Survey app tutorials to better introduce key features and instructions of all primary components of SAMS and SAM Survey
- Reformatting, reorganization, and revision of existing help and instructional text throughout SAMS to provide clear explanations of existing features and pages

## **2.0 Tasks: Staff Augmentation**

In continued service of supporting the County's Chief Executive Office and Internal Services Department, AECOM proposes the following extension of current services:

**2.1 CEO Staff Augmentation:** The Chief Executive Office (CEO) has requested that AECOM continue to provide Program Management Staff to augment project management and service needs, which include:

- Project coordination and follow-up
- CEO integrated status reporting
- Facilitating increased department collaboration
- Leading and participating in special initiative projects
- Creating internal training curriculum and workshops
- This task is currently funded through 2022, this proposal would extend services through 2023

Proposed CEO Staff Augmentation Team Includes:

- Program Manager II: Approximately 20hrs/week
  - Responsibilities: Attend meetings, develop agenda, draft documents
- Program Manager I: Approximately 20hrs/week
  - Responsibilities: Review FRP financial data, track variances, QA reports
- FCA Designer III: As needed
  - Responsibilities: SAMS Support, Institutional Knowledge, ISD Coordination
- Project Manager IX: As needed
  - Responsibilities: Coordination of AECOM tasks, overall task performances

**2.2 ISD Staff Augmentation:** AECOM will continue to provide support to ISD's reassessment effort with a full time four (4) person team for field and SAMS desktop activities. In addition to the reassessment team, ISD will be supported by AECOM staff for scheduling, task assignments, general SAMS coordination, oversight on reassessment data for compliance with program procedures. This AECOM support effort is anticipated to be equivalent to one full time employee (FTE).

Proposed ISD Staff Augmentation Team Includes:

- FCA Field Assessor: 3 individuals at 40hrs/week
  - Responsibilities: Field assessments, QAQC, Project Development
- FCA Field Assessor: 1 individual at 40hrs/week
  - Responsibilities: QAQC, Project Development, Field backup staff
- FCA Planner I: As-needed, Approximately 20hrs/week
  - Responsibilities: scheduling, logistics, SAMS coordination
- FCA Designer III: As-needed, Approximately 8hrs/week
  - Responsibilities: Long Range Scheduling, SAMS Data Analysis, Forecasts
- FCA Manager II, Architecture: As needed, up to 12hrs/week
  - Responsibilities: SAMS Supplemental QAQC, Training
- Project Manager IX: As needed
  - Responsibilities: Coordination with ISD management, monitor overall task performance

### **3.0 Tasks: Accessibility Tool Development**

Development of a new tool that will enable the County SAMS system to support evaluation of accessibility features at County facilities. AECOM team will engage with County stakeholders, review current applicable laws and standards, develop a tool and process for evaluation, pilot the tool and evaluation process, finalize the tool, and train the County on how to use it. The following series of tasks outline how AECOM plans to deliver the tool to the County.

**3.1 Tool Planning & Outreach:** AECOM work with the County to develop tool requirements, performance criteria, and overall scope acceptance prior to tool development:

- Scoping workshops to receive input from County stakeholders and define the tool parameters
- Determine user groups/roles for accessibility tool and evaluations
- Confirmation of code sections, diagrams, and Accessibility Transition Plan sections requiring the accessibility tool
- Determine method for implementing future code updates to accessibility tool
- Determine if additional County data is required for the tool
- Develop a mockup report to be used for the development process
- Define the physical tool needs for the Accessibility Evaluation
- Development of "Standard Recommended Actions" with approval by Client
- Confirmation of Space Classifications based on SAMS referenced standards.

**3.2 Tool Development:** Based on findings in task 3.1, AECOM will develop the tool with following subtasks:

**3.2.1 Web Site Development**

- Develop user roles
- Develop Framework for future code updates
- Develop API to transfer other data points existing in SAMS to the new accessibility evaluation iPad app for physical Assets.
- Develop Accessibility Self-Evaluation tool – AECOM will work with the County to create a web page, importing questionnaire and other forms and data points from the County related to the Self-Evaluation process. Then, AECOM will help the County to develop a self-evaluation report.
- Develop Identification of publicly accessible space and path of travel (Title 2) tool – AECOM requests that the County to identify the publicly accessible space and path of travel for its facilities following the Title 2 of the accessibility requirement. AECOM will help create a verification platform for this task for the County staff to provide necessary information. This is to ensure the process is tailored to the need and does not under or over evaluate facilities or create an inefficient reporting process.

**3.2.2 iPad App Development**

- Develop questionnaire for each accessibility component
- Develop Space classification tool – This is to help filter necessary accessibility code and diagram necessary to streamline the evaluation process
- Import confirmed code reference and diagrams for each accessibility component
- Develop evaluation process and interface for dimension measurement including photo capture for each accessibility component
- Develop Standard Recommend Actions selection tool

**3.2.3 QA/QC Interface:**

- AECOM will work with the County to identify the data QA/QC process and create a web site platform to perform the QA/QC task including measurement, code verification and photos check.
- The QAQC interface will be based on SAMS but will be specific to accessibility

**3.2.4 Project Development and Cost Estimation Interface**

- Based on the current SAMS project development (PD) and cost estimation (CE) process, AECOM will
- Confirm with the County and develop the approach of how to create projects by bundling findings, separated from the current SAMS PD interface.
- Develop the ability to assign/verify/edit recommended actions
- Assign accessibility findings to a Unifomat classification similar to SAMS as well as code references
- Develop a cost estimation interface
- Develop a report for the use of the County's Transition Plan

**3.2.5 Capital Planning Interface:**

- AECOM will work with the County to develop an accessibility integration tool to the current SAMS Capital Planning interface, with the possibly of splitting it into a separate process.

**3.2.6 Re-Evaluation Process:**

- AECOM will work with the County to develop a re-evaluation workflow including archive of previous data and report.

**3.2.7 Testing of Built System and iPad App**

- This subtask covers quality assurance testing of the tool and process in preparation of the pilot

**3.3 Tool Pilot:** Once a workable beta version of the accessibility evaluation application is ready, AECOM will test the system with the County.

- Evaluate 6 buildings that are various size and uses which will include the entire process from staging and data collection to report and parametric cost estimate.
- Once the process is complete, the team will perform a re-evaluation to test the process and tool for future re-evaluation efforts.
- A three (3) person team, working together with the County staff will perform the field evaluations.
- Ensure that the application performs as planned.
- Allow the County to provide necessary feedback to our development team for final deployment.

**3.4 Final Tool Delivery:** After receiving feedback, recommendations, and review of the pilot's results, AECOM will finalize the tool and deliver it to the County.

- AECOM estimates that the timeline from start to launch the final tool is 18 months.

**3.5 Tool Training and Outreach:** AECOM will develop user manuals specifically for the accessibility Evaluation tool,

- PDF version and an interactive manual both on the website and on the iPad app.
- Provide in-person training sessions to the County staff, particularly for the County Accessibility Coordinators to get familiar with the feature of the tool and the process of the evaluation,

#### **4.0 Tasks: SAMS Technology Development Tasks:**

**4.1 Improved Parking Lot and Horizontal Systems Assessment and Reassessment Processes:** The AECOM team will perform a major update to the surface parking lot assessments process and interface that will improve the resolution of documentation in the SAMS system. This effort will also expand the system capability to include other non-roadway paved or unpaved areas that are typically found throughout the County. Task elements that the AECOM team will provide include:

- AECOM will overhaul to the parking lot assessment tools in SAMS
- Improve horizontal area a data collection tool for the SAM Survey mobile app
- Improve horizontal data collection capabilities to include non-roadway paved areas that are ancillary County-owned site features (sidewalk, curb, bikeway, and other features)
- Measurement documentation will integrate with the proposed Geo-Spatial (GIS) capability upgrade
- Update Replacement Value calculation for parking lots to better reflect the value of the lot.

**4.2 GIS upgrade and support to SAMS:** As part of the already contracted services, AECOM is working with the application developer to provide spatial data capability and support to SAMS.

- Once complete, AECOM suggests a major upgrade to the current SAMS mapping capabilities. The GIS data will be available to integrate into the existing County GIS systems for use by the departments, and AECOM will work with the County GIS staff for this expanded SAMS GIS capability. These upgrades and features include:
- Update Floor Plan Features to include geo-spatial capabilities
- GPS or GIS metadata tracking for related components such as square feet, floors, equipment, and deficiencies for more accurate data resolution/definition
- Overall map view of all LACOs to ease navigation throughout the LA County's virtual geospatial environment with an optional filtering system of various metrics such as proprietor, department, square feet, floors, building type, construction year, number of deficiencies and/or equipment; LACO status, and the option of a link for each LACO allowing easy access to a new tab of the reporting and working data at any instance.



**4.3 Miscellaneous Technology Tasks:** Allowance to handle feature requests from the County such as:

- Alternative and expanded imagery documentation and capture
- Create 360° degree imagery capture documentation process (supporting QAQC/Project Builder Functions, and documentation of complex building systems)
- Integrate native 360° degree photo viewer/editor into SAMS
- Create a drone imagery capture capability (supporting roof assessment or difficult to access areas)
- Integrate imagery into SAMS
- Effort will also include User Manual and Training update
- Create linkages between legacy CMMS systems and SAM (CAMPS and/or Maximo, LA CREMS)
- Refined County reassessment program processes (streamline reassessment and updates)

**4.4 Integration of Energy Auditing into SAMS**

- Determine required level of energy auditing (ASHRAE Level 1/2/3)
- With new updates of process, application, and web site throughout 2021 and 2022, AECOM will plan one (1) group training session per month to the County staff. Additional training will be planned as-needed, up to the capacity of this task element.
- Train any new staff in scheduling, field assessment, QAQC, project builder, and costing protocols
- Perform ongoing QAQC of field data/QAQC of previously collected data
- Create retraining opportunities with specific documentation
- Specific safety training as needed
- Creation of SAM user Manuals and training material for Energy Auditing
- Creation of data for export and reports to review the energy audit data
- Create field guide protocols that specify processes for the scope of site assessments in addition to the standard L1, L2 and Reassessments.

**5.0 Tasks: Advanced Strategic Asset Management Services:**

- 5.1 Capital Improvement Change Management Services:** These proposed consulting services are intended to mature and facilitate change management processes between key stakeholders (CEO, ISD, PW) that support current and planned capital investment programs. In addition to this primary objective, these services will also assist with preserving the data integrity of the SAMS system, and supporting the objectives described in the CEO's Strategic Asset Management Plan.

**5.1.1 Phase 1A: Planning and Development**

- Leadership Engagement
  - Develop a coalition of leadership across FRP stakeholders and FRP Reinvestment Program
  - Establish goals for the change management process and create shared responsibility of mutually beneficial outcomes
  - Engagement includes: (2) Rounds of Individual Department Leadership Interviews; (5) Steering Committee Meetings; weekly project management meetings
- Define the Path Forward
  - Utilize last year as a baseline to benchmark current versus intended performance; develop a gap analysis to identify strengths and weaknesses, ways to simplify workflows, reduce risk and areas to resolve staffing constraints
  - Define key performance indicators (KPIs) that can be used to measure program success
  - In response to findings, develop a framework and specific strategies to address current and projected gaps in business process improvements, resourcing needs, core competencies, the roles and responsibilities at the leadership, management, and team levels, and strategic messaging.
  - Determine additional reporting functions within CEO/ISD/PW if necessary
  - Develop an approach that clearly communicates and visualizes the business process changes, roles and responsibilities, workflows and expected performance guidelines

- Develop recommendations for change management implementation, including communications resistance management and training
- Deliverables: Initial gap analysis and change management implementation plan that includes business process improvements, organizational and resource development recommendations

#### 5.1.2 Phase 1B: Detailed Planning and Implementation

- Detailed Planning:
  - Develop the change management plan into greater detail, e.g., develop new job classifications and/or modify existing, salary benchmarking, etc.
  - Develop detailed communications plan, including defining messages for managers and teams
  - Develop a phased approach to the change management implementation plan, e.g., overall logistics, resourcing, scheduling, budgeting, communications strategy, training, and development materials.
- Implementation:
  - Implement pilot initiatives and develop feedback loop for modifications
  - Make modifications and implement change program at scale

#### 5.1.3 Phase 2: Monitoring Performance:

- Continue to meet with key stakeholders to discuss KPIs, implementation successes and challenges, and proposed adjustments

### 5.2 **Multidimensional Capital Planning**– Incorporate additional factors into the capital planning module to provide metrics for financial and nonfinancial County-wide Goals.

#### 5.2.1 Planning Phase: Review and develop County goals for determining new qualitative and quantitative features in the SAMS capital planning tool

#### 5.2.2 SAMS Data Insights: Analyze SAM data to plan for the most cost-effective means of addressing deferred maintenance while simultaneously achieving the County's planned goals. These include:

- Determining barriers to/prioritizing electrification of HVAC systems
- Analyzing Solar installation capacity
- Analyzing EV charging location capacity and potential (buildings and surface parking lots)
- Map crucial resiliency risk factors utilizing existing SAM data (e.g., whether the building is in a flood plain and has basement HVAC systems)
- Create asset annual maintenance estimate in SAMS based on system condition, replacement value, use, and size.

#### 5.2.3 Integration of Multidimensional Capital Planning Features into SAMS After goals and features are determined in the planning phase, AECOM will implement them into SAMS with the assistance of the software development team. Conceptual Features:

- Integrate lifecycle cost analysis/payback tools for system replacement
- Estimate of hidden costs to deferred maintenance through accelerated aging
- Extrapolate nonmonetary impacts of assets
- Embodied energy / carbon footprint estimates for existing and proposed asset systems
- Utility estimates for system replacements in capital plans
- Develop Level of Service (LOS) benchmarks for the County that can be tailored to each department to support each specific mission

## **6.0 Tasks: Other Direct Costs (ODCS)**

- Nonlabor costs associated with the proposed tasks detailed above
- See detailed funding breakdown for task ODC allowances

## **Assumptions and Exceptions, Terms and Conditions:**

- Additional Other Direct Expenses (ODCs) related to all approved tasks will continue to be billed per the contract
- Time and materials (T&M) quoted herein (please see funding section for information) is developed based on Phase 3 change order rate schedule. 2023 rates are based on a 4% increase on the 2022 rate schedule.
- Actual date of the Accessibility Evaluation Tool testing will be scheduled between AECOM and the client.
- Personal Protective Equipment (PPE) will be purchased by AECOM and bill to the client.
- Fee associated with the accessibility Evaluation Tool development will only be focused on Title 2 of the Americans with Disabilities Act, with the understanding that standards, references, and code sections will all be coming from the U.S. Department of Justice 2010 ADA Standards for Accessible Design; U.S. Department of Justice Revised (2010) ADA Regulations Implementing Title II and Title III, and 2019 California Building Code Title 24, Part 2, Chapter 11B. Other additional requirements will result in request for additional fee and time with a change order.
- Proposed durations rely on timely and accurate delivery of data provided by the client. Lengthening the durations may result in additional fees due to rework of developed work or cost escalations.
- Identification and verification of the publicly accessible space and path of travel to County facilities will not be an AECOM task. AECOM will only provide an evaluation tool for the client to perform the task.
- List of ADA evaluation components, data fields, code sections and diagrams will be confirmed by the client prior to being utilized by AECOM for any of the tool development
- AECOM will only develop Standardize Recommended Actions for any ADA Evaluation findings to be used on the iPad app and at the project development process. Any Additional client specific corrective actions will be discussed, provided, and approved by the client.
- AECOM will design the accessibility evaluation tool to be updated with future code changes but is not responsible for providing future code updates under this proposed scope.
- AECOM employees or subconsultants will continue to follow AECOM safety plan and protocol while being on site for any assessment/evaluation work.
- Specific measurement tools needed for ADA Evaluation will be approved by the client. Client to accept that there will be construction and measurement tolerances associated with approved tools.
- Additional services - Should the Scope of service change from those defined herewith or the original Agreement, the fee for such additional services will be submitted as a change order and added to the original agreement as contract addendum.

## Funding Breakdown:

- The fee for services is broken down between calendar years and utilize the Phase 3 Rate Table.
- The 2023 billed rates are the 2022 rates escalated by 4%
- ODCs for all tasks are listed under Task Group 6.0 ODCs
- Task Group 5.0 Advanced Strategic Asset Management Services required several new rate categories which are proposed below. These rates were used to calculate the fee for these services.

Proposed New Rate Categories		2022 Rate	2023 Rate
AEC-228	Organizational Strategy- Director II	\$ 437.32	\$ 454.81
AEC-229	Organizational Strategy- Director I	\$ 368.13	\$ 382.86
AEC-230	Organizational Strategy- Planner II	\$ 146.74	\$ 152.61
AEC-231	Organizational Strategy- Planner I	\$ 137.40	\$ 142.90
AEC-232	Capital Planning- Director I	\$ 338.12	\$ 351.65
AEC-233	Capital Planning- Planner I	\$ 133.20	\$ 138.53
AEC-234	Capital Planning- Planner II	\$ 177.60	\$ 184.70

## Detailed Fee Table

	Task Name	2022 Fee	2023 Fee	Combined Fee	Estimated Duration <sup>1</sup>
<b>1.0</b>	<b>Continued Program Level Tasks</b>	<b>\$882,800</b>	<b>\$782,700</b>	<b>\$1,665,500</b>	<b>1/2022-12/2023</b>
	1.1 Program Management <sup>4</sup>	\$329,500	\$371,200	\$700,700	24mos
	1.2 SAMS Technology Support	\$260,800	\$270,900	\$531,700	24mos
	1.3 SAMS Training & Outreach	\$66,300	\$69,000	\$135,300	24mos
	1.4 SAMS User Manual Updates- 2022	\$226,200	-	\$226,200	12mos
	1.5 SAMS User Manual Updates- 2023	-	71,600	\$71,600	12mos
<b>2.0</b>	<b>Staff Augmentation</b>	<b>\$1,778,100</b>	<b>\$2,686,200</b>	<b>\$4,464,300</b>	<b>1/2022-12/2023</b>
	2.1 CEO Staff Augmentation	-	\$837,900	\$837,900	12mos
	2.2 ISD Staff Augmentation	\$1,778,100	\$1,848,300	\$3,626,400	24mos
<b>3.0</b>	<b>Accessibility Evaluation Tool Development</b>	<b>\$1,296,900</b>	<b>\$677,800</b>	<b>\$1,974,700</b>	<b>1/2022-12/2023</b>
	3.1 Planning & Outreach	\$410,700	-	\$410,700	5mos
	3.2 Tool Development	\$886,200	-	\$886,200	9mos
	3.3 Tool Pilot	-	\$351,700	\$351,700	4mos
	3.4 Tool Final Delivery	-	\$251,700	\$251,700	4mos
	3.5 Tool Education	-	\$74,400	\$74,400	3mos
<b>4.0</b>	<b>SAMS Technology Development</b>	<b>\$862,400</b>	<b>\$797,700</b>	<b>\$1,660,100</b>	<b>1/2022-12/2023</b>
	4.1 Parking Lot & Horizontal Systems Update	\$ 461,100	\$ 514,500	\$ 975,600	8mos
	4.2 GIS Updates	\$201,000	-	\$201,000	4mos
	4.3 Miscellaneous Tech Tasks	\$200,300	-	\$200,300	12mos <sup>2</sup>

	Task Name		2022 Fee	2023 Fee	Combined Fee	Estimated Duration <sup>1</sup>
	4.4	Energy Audit Integration	-	\$283,200	\$283,200	4mos
<b>5.0</b>	<b>Advanced Strategic Asset Management</b>		<b>\$702,000</b>	<b>\$822,800</b>	<b>\$1,524,800</b>	<b>1/2022-12/2023</b>
	5.1	FRP Change Management Services	\$702,000	\$393,200	\$1,095,200	19mos
	5.1.1	Planning & Development	\$ 374,400	-	\$374,400	6mos
	5.1.2	Detailed Planning & Implementation	\$327,600	\$104,900	\$432,500	8mos
	5.1.3	Monitoring Performance	-	\$288,300	\$288,300	5mos
	5.2	Multidimensional Capital Planning	-	\$429,600	\$429,600	6mos
	5.2.1	Planning	-	\$85,900	\$85,900	1mos
	5.2.2	SAMS Data Analysis	-	\$128,900	\$128,900	6mos
	5.2.3	SAMS Integration	-	\$214,800	\$214,800	6mos
<b>6.0</b>	<b>Other Direct Costs (ODCs)</b>		<b>\$105,800</b>	<b>\$88,300</b>	<b>\$194,100</b>	<b>See Above</b>
	6.1	Program Management	\$6,000	\$6,000	\$12,000	
	6.2	SAMS Technology Support	\$7,800	\$7,800	\$15,600	
	6.3	SAMS Training & Outreach	\$8,600	\$8,600	\$17,200	
	6.4	CEO Staff Augmentation	\$15,600	\$15,600	\$31,200	
	6.5	ISD Staff Augmentation	\$24,600	\$24,600	\$49,200	
	6.6	Accessibility Tool	\$26,200	\$17,700	\$43,900	
	6.7	Technology	\$5,000	\$5,000	\$10,000	
	6.8	AM Strategic Initiatives	\$12,000	\$3,000	\$15,000	
			<b>2022 Total Proposed Fee</b>	<b>2023 Total Proposed Fee</b>	<b>Combined Proposed Fee</b>	<b>Proposed Duration<sup>1</sup></b>
<b>Total Proposed Fee<sup>3</sup></b>			<b>\$5,628,000</b>	<b>\$5,855,500</b>	<b>\$11,483,500</b>	<b>1/2022-12/2023</b>

#### Fee Table Notes

- 1 Estimated durations assume the first day of the month for the start and last day of the month for the end.
- 2 Miscellaneous Tasks will be handled between major development tasks based on County needs.
- 3 All tasks are estimated for phased authorization of this total proposed amount. However, if a task listed in 2022 shifts to 2023, a 4% escalation in cost is likely required.
- 4 2022 Program Management is lower than 2023 due to carry-over funding from current awarded amount.

**Summary of Revised Contract Value:**

• Original Contract Value	\$ 14,822,641.00
• Change Order Request #2 (Dated September 20, 2018)	\$ 444,714.10
• Change Order Request #3 (Dated October 1, 2019)	\$ 430,644.90
• Change Order Request #4 (Dated February 14, 2020, updated September 21, 2020 with optional services)	\$ 4,550,727.00
• Change Order Request #5 (Dated March 3, 2020)	\$ 0.00
• Change Order Request #6(Dated May 18, 2020)	\$ 0.00
• Change Order Request #7 (Dated September 21, 2020)	\$ 0.00
• Change Order Request #8 (Dated April 20, 2021)	\$ 0.00
• Change Order Request #10 (Dated October 29, 2021)	\$ 0.00
• <b>Change Order Request #9 (This Letter)</b>	<b>\$11,483,500.00</b>
• <b>Revised Contract Value</b>	<b>\$ 31,732,227.00</b>

Please review and issue the official Change Order at your earliest convenience.

Yours sincerely,



Corinne Stewart  
Principal

**Charlene J Dekker**  
Vice President

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

**Phase III Supplemental Agreement No. 4****SUPPLEMENTAL AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
BY AND BETWEEN THE  
COUNTY OF LOS ANGELES AND AECOM TECHNICAL SERVICES, INC. FOR  
THE FACILITY CONDITION ASSESSMENTS AND PROJECT DEVELOPMENT OF  
DEFERRED MAINTENANCE PROGRAM MANAGEMENT SERVICES**

This Phase III Supplemental Amendment No. 4 ("Amendment"), made and entered into this day, \_\_\_\_\_ of February 2022, amends the existing Consultant Services Agreement, executed on November 05, 2017 (the "Agreement"), by and between the County of Los Angeles, a body corporate and politic ("COUNTY") and AECOM TECHNICAL SERVICES, INC. ("CONSULTANT"), including all prior supplemental amendments. All defined terms (generally, the capitalized terms) used in this Amendment will have the same meaning as such terms have been given in the Agreement, unless a different meaning is expressly given to any such terms in this Amendment.

**WHEREAS**, on April 11, 2017, the Los Angeles County Board of Supervisors ("Board") authorized the Chief Executive Officer (CEO) to execute the Agreement with the CONSULTANT for an amount not-to-exceed \$14,822,641 to perform: Phase III Building Condition Assessments (Phase III Assessments) including the survey and assessment of the condition of 656 County-owned and County-maintained Sheriff and Health Services facilities and surface parking lots, totaling approximately 22.4 million square feet; updating the Asset Management Database System for the County Deferred Maintenance Program; performing facility condition assessments on newly acquired or constructed County-owned and/or County-maintained facilities; and

**WHEREAS**, on February 19, 2019, the COUNTY entered into Supplemental Agreement Number 1 with the CONSULTANT which included the deletion of Men's Central Jail assessments, due to plans to demolish the facility and develop a Mental Health Treatment Center, and the addition of newly-found building assessments for a net increase of \$444,714, increasing the total not-too-exceed contract value to \$15,267,355; and

**WHEREAS**, on January 07, 2020, the COUNTY entered into Supplemental Agreement Number 2 with the CONSULTANT, which included the restoration of contract capacity to perform the facility condition assessment, data collection, and review of the Men's Central Jail for a net increase of \$430,645, increasing the total not-too-exceed contract value to \$15,698,000; and

**WHEREAS**, on November 02, 2020, the COUNTY entered into Supplemental Agreement Number 3 with the CONSULTANT which included services to enhance the Strategic Asset Management System (SAMS), extend the term of program management staff augmentation services and provide facility condition assessment (FCA) team support to the Internal Services Department with the first reassessment cycle since the initial assessments, for a net increase of \$4,550,727 increasing the total not-to-exceed contract value to \$20,248,727; and

**WHEREAS**, as part of the COUNTY'S preparation for the complete transition of roles and responsibilities for the CONSULTANT-developed processes, practices and maintenance of the database system to manage deferred maintenance of County-owned capital assets from CONSULTANT to COUNTY, the COUNTY has determined that additional program management staff support time from CONSULTANT is required to knowledgeably and effectively continue the

coordination and support of the transition; and

**WHEREAS**, the COUNTY is committed to maintain current building condition data to accurately prioritize repairs and proactively prevent service interruptions is achieved through timely re-assessments and has determined that CONSULTANT's continued provision of as-needed staff to support the Internal Services Department is required for an augmented facility condition assessment team with ; and

**WHEREAS**, the COUNTY has determined that the CONSULTANT's continued provision of program management staff augmentation is needed to support the CEO during execution of the Facility Reinvestment Program (FRP), to provide subject matter expertise on industry specific quality processes, to support Extraordinary and Deferred Maintenance tasks, and to provide high-level analytics and strategy for the deferred maintenance program and provide facilitation of technical skills training and working sessions for COUNTY and CONSULTANT staff; and

**WHEREAS**, the COUNTY'S has determined that it requires CONSULTANT's assistance in the the development of a new accessibility tool to enable the SAMS system to support evaluation of accessibility features at County facilities; and

**WHEREAS**, the COUNTY'S desires CONSULTANT to provide further systems enhancements to the Asset Management Database System for the County FRP to streamline facility assessments, cost estimating, and project development and selection by improving mobile applications, database development, reports, upgrading Geographic Information Systems (GIS) mapping capability, providing other new technology features and energy auditing into SAMS to foster better project decision making; and

**WHEREAS**, the CONSULTANT represents that it is qualified and willing to perform the systems enhancements and services, as described in CONSULTANT'S proposal dated November 17, 2021 (EXHIBIT A);

**NOW, THEREFORE**, the provisions of the Agreement shall remain in full force and effect exempt as amended herein:

1. The Work under 1.1 Exhibit A – Statement of Work of the Agreement is hereby amended to include the Phase III Assessments systems enhancements and staff augmentation, as outlined and described in the attached proposal dated November 17, 2021 (EXHIBIT A). No work shall commence on the systems enhancements or staff augmentation as reflected in EXHIBIT A, until a written Notice to Proceed is issued by the County. County does not guarantee or promise that any work will be assigned to CONSULTANT under this Amendment until a written Notice to Proceed is issued by the County.
2. Paragraph 5.1.1 of the Agreement is hereby amended to increase the maximum, not-to-exceed amount of the Agreement by \$11,483,500 from \$20,248,727 to \$31,732,227. The amended Agreement will extend the term of services for one year at a maximum cost of \$5,628,000, with an option for one additional year at a maximum cost of \$5,855,500. The CONSULTANT shall be paid up to the following maximum not-to-exceed amounts in the manner specified in EXHIBIT A for the following services: a not-to-exceed maximum amount of up to \$6,129,800 for continued program management support, staff augmentation; a not-to-exceed maximum amount of up to \$1,524,800 for advanced



strategic asset management support services; a not-to-exceed maximum amount of up to \$1,974,700 for accessibility evaluation tool development; a not-to-exceed maximum amount of up to \$1,660,100 for SAMS technology enhancements; and a not-to-exceed maximum amount of up to \$194,100 for other direct costs associated with aforementioned tasks in the manner set forth in the Agreement and according to the schedule attached to this Amendment as (EXHIBIT A) dated November 17, 2021.

Monthly payments for the systems enhancements and services for the Phase III Assessments accomplished shall be made upon verification and acceptance of such work and approved by the CEO, as outlined in EXHIBIT A, dated November 17, 2021, up to a maximum, not-to-exceed amount of \$11,483,500. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to the CEO.

3. Paragraph 5.1.1 of the Agreement is hereby amended to include the following language:

The total, not-to-exceed amount of the Agreement is \$31,732,227.

4. Paragraph is added to the Agreement as follows:

Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this

specific transaction.

5. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement are and will remain unchanged and in full force and effect throughout the Term. In the event of a conflict between the provisions of this Amendment and those of the Agreement, the provisions of this Amendment will govern over and supersede the provisions of the Agreement.
6. Once fully executed by signing below, the Agreement is amended as described herein.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the County has, by order of its Board of Supervisors, have executed this Amendment, or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Amendment, to be executed on its behalf by the Chief Executive Office, on the day and year first written below:

**COUNTY OF LOS ANGELES**

**AECOM TECHNICAL SERVICES, INC.**

By \_\_\_\_\_  
**Chief Executive Officer**  
**Fesia A. Davenport**

By \_\_\_\_\_  
**Vice President**  
**Michael Converse**

By \_\_\_\_\_  
**Assistant Secretary**  
**Sarah M. Sabunas**

**APPROVED AS TO FORM:**

**RODRIGO A. CASTRO-SILVA**  
**County Counsel**

By \_\_\_\_\_  
**Senior Deputy**