



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Chief Executive Officer

DATE: February 9, 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:
DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION
OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY
TTC – Elizabeth Buenrostro Ginsberg, Chief Deputy;
Damia J. Johnson, Assistant Treasurer and Tax Collector; and
Jennifer Koai, Operations Chief, TTC
- B) Board Letter:
REQUEST APPROVAL OF AS-NEEDED VOTING SOLUTIONS FOR
ALL PEOPLE (VSAP) ENHANCEMENTS AND SUPPORT SERVICES
MASTER AGREEMENTS (VESSMAs)
RR/CC – Albert Navas, Assistant Registrar-Recorder/County Clerk

CONTINUED ON PAGE 2

- C) Board Letter:
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
RR/CC – Monique Blakely, Assistant Registrar-Recorder/County Clerk, Recorder Bureau

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

None available.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/9/2022		
BOARD MEETING DATE	3/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Treasurer and Tax Collector (TTC)		
SUBJECT	Delegation of Authority to Invest and Annual Adoption of the Treasurer and Tax Collector Investment Policy		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost:	Funding source:	
	\$0	N/A	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	The request is for 1) the annual delegation of authority to the Treasurer to invest and reinvest County funds and funds of other depositors in the County Treasury and 2) annual adoption of the Treasurer and Tax Collector Investment Policy.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Board adopted an ordinance delegating the authority to invest to the Treasurer, pursuant to the Government Code. However, the delegation is subject to an annual renewal. In addition, the TTC submits the Investment Policy to the Board on an annual basis. Each year, the TTC reviews the Investment Policy to ensure alignment with applicable Government Code changes and to meet the primary objectives, which are safety of principal, liquidity, and to achieve a return on the funds invested. This year, the Department is recommending to increase the weighted average maturity (WAM) target limits for the Pooled Surplus Investment portfolio (Treasury Pool) from the current range of 1 and 3 years, to a longer range of between 1 and 4 years to allow more flexibility during times of economic uncertainty, while maintaining liquidity.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov Elizabeth Buenrostro Ginsberg, Chief Deputy, (213) 974-0703, eginsberg@ttc.lacounty.gov Damia J. Johnson, Assistant Treasurer and Tax Collector, (213) 974-2139, djohnson@ttc.lacounty.gov Jennifer Koai, Operations Chief, TTC, (213) 974-3385, jkoai@ttc.lacounty.gov 		



KEITH KNOX
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-18121
ttc.lacounty.gov and lacountypropertytax.com

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, California 90012

Dear Supervisors:

DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY (ALL DISTRICTS) (3-VOTES)

SUBJECT

Delegation of authority to invest and reinvest County funds and funds of other depositors in the County Treasury to the Treasurer, and adoption of the Treasurer and Tax Collector Investment Policy.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate the authority to the Treasurer to invest and reinvest County funds and funds of other depositors in the County Treasury.
2. Adopt the attached Treasurer and Tax Collector Investment Policy (Investment Policy).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The requested actions allow the Treasurer to continue to invest County funds and funds of other depositors in the County Treasury pursuant to the Investment Policy. On March 9, 2021, pursuant to Government Code (GC) Section 27000.1, and subject to GC Section 53607, your Board delegated to the Treasurer the annual authority to invest and reinvest funds of the County and funds of other depositors in the County Treasury. GC Section 27000.1 states that subsequent to your Board's delegation, the County Treasurer shall thereafter assume full responsibility for those transactions until your Board either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in GC Section 53607. This action requests renewal of the annual delegation.

GC Section 53646 permits your Board to annually approve the Investment Policy. The primary objectives of the Investment Policy, in priority order, are to maintain the safety of principal, to provide liquidity, and to achieve a return on funds invested. These objectives align with those in State law. Each year, my office reviews the Investment Policy to incorporate changes deemed necessary to meet our primary objectives and to ensure that it aligns with any changes in the GC.

Based on our analysis and in consideration of current market conditions, we recommend increasing the weighted average maturity (WAM) target limits for the Pooled Surplus Investment portfolio (Treasury Pool) from the current range of 1.0 and 3.0 years, to a longer range of between 1.0 and 4.0 years.

Historically, the Treasury Pool maintained a WAM range of between 1.0 and 2.0 years. To mitigate a significant decrease in Treasury Pool earnings resulting from the low interest rate environment caused by the 2019 Novel Coronavirus (COVID-19) pandemic and its related recession, the Investment Policy approved by your Board on March 9, 2021, increased the WAM range to between 1.0 and 3.0 years. However, due to increased fluctuations of the Treasury Pool size and market activity resulting from COVID-19, I, under my authority as Treasurer as provided in the Investment Policy, approved an interim exception effective August 30, 2021, for staff to make certain investments outside the limitations set forth within the Investment Policy. Specifically, I approved a temporary increase in the WAM target range to between 1.0 and 4.0 years. This increase in WAM accommodates the Treasury Pool's holding of higher yielding securities with a longer maturity, which maximizes our yield while maintaining liquidity.

We are recommending to incorporate this change permanently in the Investment Policy to provide the necessary flexibility to invest in securities of longer maturity that have higher yields, while also accommodating fluctuations in the size of the Treasury Pool as it continues to grow. The GC is silent on the duration (i.e., WAM) of a treasury pool, and we feel this change is reasonable, does not impose any material increase in risk, and will provide additional flexibility while managing liquidity during times of economic uncertainty.

We have also provided the annual update to the limitation calculation for intermediate-term, medium-term, and long-term holdings in Attachment III.

Update on Environmental, Social and Corporate Governance (ESG)

On March 9, 2021, your Board also approved changes to the Investment Policy in areas related to the consideration of Environmental, Social and Corporate Governance (ESG). Consistent with the 2021 Investment Policy, we have incorporated Sustainalytics ESG scores as part of our analysis of investment issuers and have taken action to reduce investments if an issuer's composite ESG score is lower than the median score for its industry. The consideration of ESG scores in determining our issuers' investment limits has not impacted the Treasury Pool's return on investments. As anticipated in

our Report Back to your Board on Socially Responsible Investing dated October 16, 2020, the percentage of our approved issuers with ESG scores has expanded; specifically, from 36% to 48%. As a result, our ESG environment has grown, with the purchase volume from issuers with ESG scores increasing from \$20 billion in Fiscal Year (FY) 2019-20 to \$25.7 billion in FY 2020-21.

As also referenced in our October 2020 Report Back, we are currently in the process of implementing a new Investment Accounting System, and will evaluate the feasibility of ESG reporting functionality, including reporting on our investment issuers with ESG scores by industry, with the selected service provider. This additional functionality would increase our ability to monitor the impact of ESG on our investments and streamline the incorporation of ESG into our investment strategy.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The investment of surplus County funds and funds of other depositors allows these funds to earn a return which is credited to the depositor, net of administrative expenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to GC Section 27000.1, your Board may delegate by ordinance the authority to invest and reinvest funds of the County and funds of other depositors in the County Treasury to the Treasurer. On January 23, 1996, your Board adopted Ordinance 96-0007 adding Los Angeles County Code Section 2.52.025, which delegated such authority to the Treasurer, subject to annual renewal pursuant to GC Section 53607. GC 53646 permits the Treasurer to render annually to your Board a statement of Investment Policy, to be reviewed and approved at a public meeting. This GC Section also requires that any change in the Investment Policy be submitted to your Board for review and approval at a public meeting.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,

KEITH KNOX
Treasurer and Tax Collector

KK:EBG:DJJ:JK:en

Attachments

c: Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel
Los Angeles County Office of Education
Los Angeles Community College District

DRAFT

**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
INVESTMENT POLICY**

Authority to Invest

Pursuant to Government Code Section 27000.1 and Los Angeles County Code 2.52.025, the Los Angeles County Board of Supervisors has delegated to the Treasurer the authority to invest and reinvest the funds of the County and the funds of other depositors in the County Treasury.

Fundamental Investment Policy

The Treasurer, a trustee, is inherently a fiduciary and subject to the prudent investor standard. Accordingly, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing investments, the investment decisions SHALL be made with the care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity would use with like aims.

All investments SHALL be governed by the Government Code and comply with the specific limitations set forth within this Investment Policy. Periodically, it may be necessary and prudent to make investment decisions beyond the limitations set forth in the Investment Policy that are otherwise permissible by California Government Code. In these special circumstances, ONLY the Treasurer is permitted to give written approval to operate outside the limitations set forth within this Investment Policy.

Pooled Surplus Investment Portfolio

The Treasurer SHALL establish and maintain a Pooled Surplus Investment (PSI) portfolio. The PSI portfolio SHALL be used to provide safe, liquid investment opportunities for pooled surplus funds deposited into the County Treasury.

The investment policies of the PSI portfolio SHALL be directed by and based on three prioritized objectives. The primary objective SHALL be to ensure the safety of principal. The secondary objective SHALL be to meet the liquidity needs of the PSI participants, which might be reasonably anticipated. The third objective SHALL be to achieve a return on funds invested, without undue compromise of the first two objectives.

PSI revenue/loss distribution SHALL be shared on a pro-rata basis with the PSI participants. PSI revenue/loss distribution will be performed monthly, net of administrative costs authorized by Government Code Section 27013 which includes employee salaries and benefits and services and supplies, for investing, depositing or handling funds, and the distribution of interest income, based on the PSI participants' average daily fund balance as recorded on the Auditor-Controller's accounting records. Administrative costs SHALL be deducted from the monthly PSI revenue/loss distribution on the basis of one-twelfth of the budgeted costs and adjusted periodically to actual costs.

Investments purchased with the intent to be held to maturity SHALL be accounted for in the Non-Trading partition of the PSI portfolio. Investments purchased with the intent to be sold prior to maturity SHALL be accounted for in the Trading partition of the PSI portfolio. The investments in the Trading partition SHALL NOT exceed \$500 million without specific written approval of the Treasurer.

In the event that a decision is made to transfer a given security from one partition to another, it MAY be transferred at cost; however, the difference between the market value, exclusive of accrued interest, at the time of transfer and the purchase price, exclusive of accrued interest, SHALL be computed and disclosed as unrealized profit or loss.

All PSI investments SHALL be categorized according to the period of time from settlement date to maturity date as follows:

- SHORT-TERM investments are for periods of up to ONE YEAR.
- INTERMEDIATE-TERM investments are for periods of ONE YEAR to THREE YEARS.
- MEDIUM-TERM investments are for periods of over THREE YEARS to FIVE YEARS.
- LONG-TERM investments are for periods of over FIVE YEARS.

PSI investments SHALL be limited to the short-term category except that the Investment Office of the Treasurer's Office MAY make PSI investments in accordance with the limitations imposed in Attachments I, II, III, and IV (all of which are attached hereto and incorporated by this reference.)

The weighted average maturity target of the PSI portfolio is a range between 1.0 and 4.0 years. For purposes of maturity classification, the maturity date SHALL be the nominal maturity date or the unconditional put option date, if one exists.

The total PSI portfolio investments with maturities in excess of one year SHALL NOT exceed 75% of the last 36 months' average total cash and investments, after adjustments, as indicated in Attachment III.

Business Continuity Plan

The Treasurer's Business Continuity Plan (BCP) serves to sustain the performance of mission-critical Treasury functions in the event of a local or widespread emergency.

The BCP includes written guidelines to perform critical Treasury functions, contact information for key personnel, authorized bank representatives and broker/dealers. The Treasurer's Office implemented its BCP in 2007.

The Treasurer's Office shall perform regularly scheduled BCP exercises remotely. To prepare Treasury staff for emergency processing, staff shall participate in the BCP exercises on a rotating basis.

Liquidity of PSI Investments

Short-term liquidity SHALL further be maintained and adjusted monthly so that sufficient anticipated cash is available to fully meet unanticipated withdrawals of discretionary deposits, adjusted for longer-term commitments, within 90 days.

Such liquidity SHALL be monitored where, at the beginning of each month, the par value for maturities in the next 90 days plus projected PSI deposits for 90 days, divided by the projected PSI withdrawals for 90 days plus discretionary PSI deposits, is equal to or greater than one.

The liquidation of investments is not required solely because the discretionary liquidity withdrawal ratio is less than one; however, investments SHALL be limited to a maximum maturity of 30 days until such time as the discretionary liquidity withdrawal ratio is equal to or greater than one.

The sale of any PSI instrument purchased in accordance with established policies is not required solely because an institution's credit rating is lowered after the purchase of the instrument.

Specific Purpose Investment Portfolio

The Treasurer SHALL maintain a Specific Purpose Investment (SPI) portfolio to manage specific investment objectives of the SPI participants. Specific investments may be made with the approval of the requesting entity's governing body and the approval of the Treasurer. Revenue/loss distribution of the SPI portfolio SHALL be credited to the specific entity for which the investment was made. The Treasurer reserves the right to establish and charge the requesting entity fees for maintaining the entity's SPI portfolio.

Investments SHALL be limited to the short-term category, as defined above in the previous section for PSI investments, except when requested by a depositing entity and with the approval of the Treasurer, a longer term investment MAY be specifically made and held in the SPI portfolio.

The sale of any SPI instrument purchased in accordance with established policies is not required solely because an institution's credit rating is lowered after the purchase of the instrument.

Execution, Delivery, and Monitoring of Investments

The Treasurer SHALL designate, in writing, personnel authorized to execute investment transactions.

All transactions SHALL be executed on a delivery versus payment basis.

The Treasurer or his authorized designees, in purchasing or obtaining any securities in a negotiable, bearer, registered, or nonregistered format, requires delivery of the securities to the Treasurer or designated custodial institution, by book entry, physical delivery, or by third party custodial agreement.

All investment transactions made by the Investment Office SHALL be reviewed by the Internal Controls Branch to assure compliance with this Investment Policy.

Reporting Requirements

The Treasurer SHALL provide the Board of Supervisors with a monthly report consisting of, but not limited to, the following:

- All investments detailing each by type, issuer, date of maturity, par value, historical cost, market value and the source of the market valuation.
- Month-end bank balances for accounts under the control of the Treasurer.
- A description of funds, investments, or programs that are under the management of contracted parties, including lending programs for the Treasurer.
- A description of all investment exceptions, if any, to the Investment Policy.
- A statement denoting the ability of the PSI portfolio to meet the anticipated cash requirements for the participants for the next six months.

Discretionary Treasury Deposits and Withdrawal of Funds

At the sole discretion of the Treasurer, PSI deposits may be accepted from local agencies not required to deposit their funds with the Los Angeles County Treasurer, pursuant to Government Code Section 53684.

At the time such deposits are made, the Treasurer may require the depositing entity to provide annual cash flow projections or an anticipated withdrawal schedule for deposits in excess of \$1 million. Such projections may be adjusted periodically as prescribed by the Treasurer but in no event less than semi-annually.

In accordance with Government Code Section 27136, all requests for withdrawal of such funds, for the purpose of investing or depositing these funds elsewhere SHALL be evaluated, prior to approving or disapproving the request, to ensure that the proposed withdrawal will not adversely affect the principal deposits of the other PSI participants.

If it is determined that the proposed withdrawal will negatively impact the principal deposits of the other PSI participants, the Treasurer may delay such withdrawals until the impact can be mitigated.

Broker/Dealers Section

Broker/Dealers SHALL be limited to primary government dealers as designated by the Federal Reserve Bank or institutions meeting one of the following:

- A. Broker/Dealers with minimum capitalization of \$500 million and who meet all five of the below listed criteria:
 - 1. Be licensed by the State as a Broker/Dealer, as defined in Section 25004 of the Corporations Code, or a member of a Federally regulated securities exchange and;
 - 2. Be a member of the Financial Industry Regulatory Authority and;
 - 3. Be registered with the Securities and Exchange Commission and;
 - 4. Have been in operation for more than five years; and
 - 5. Have a minimum annual trading volume of \$100 billion in money market instruments or \$500 billion in United States (U.S.) Treasuries and Agencies.
- B. Emerging firms that meet all of the following:
 - 1. Be licensed by the State as a Broker/Dealer, as defined in Section 25004 of the Corporations Code, or a member of a Federally regulated securities exchange and;
 - 2. Maintain office(s) in California and;

3. Maintain a minimum capitalization of \$250,000 and, at the time of application, have a maximum capitalization of no more than \$10 million.

Commercial Paper and Negotiable Certificates of Deposit may be purchased directly from issuers approved by the Treasurer.

An approved Treasurer Broker/Dealer list SHALL be maintained. Firms SHALL be removed from the approved Broker/Dealer list and trading suspended with firms failing to accurately and timely provide the following information:

- A. Confirmation of daily trade transactions and all open trades in effect at month-end.
- B. Response to auditor requests for confirmation of investment transactions.
- C. Response to the Internal Controls Branch requests for needed information.

Honoraria, Gifts, and Gratuities Limitations

The Treasurer, Chief Deputy Treasurer and Tax Collector and designated Treasurer and Tax Collector employees SHALL be governed by the provision of the State's Political Reform Act, the Los Angeles County Code relating to Lobbyists, and the Los Angeles County Code relating to post government employment of County officials.

Investment Limitations

The Investment Office SHALL NOT invest in inverse floating rate notes, range notes, or interest only strips that are derived from a pool of mortgages.

The Investment Office SHALL NOT invest in any security that could result in zero interest if held to maturity.

For investment transactions in the PSI portfolio, the Investment Office SHALL obtain approval of the Treasurer before recognizing any loss exceeding \$100,000 per transaction, calculated using amortized cost.

Proceeds from the sale of notes or funds set aside for the repayment of notes SHALL NOT be invested for a term that exceeds the term of the notes. Funds from bond proceeds may be invested in accordance with Government Code Section 53601(m), which permits investment according to the statutory provisions governing the issuance of those bonds, or in lieu of any statutory provisions to the contrary, in accordance with the approved financing documents for the issuance.

Consideration of Environmental, Social, and Corporate Governance (ESG) Scores

The Treasurer considers that environmental, social and governance (ESG) factors may financially impact the safety, liquidity and yield of investment opportunities. The Treasurer therefore may pursue pragmatic and cost-effective means to consider such factors to fulfill the objectives set forth for the PSI Portfolio.

The Treasurer may also seek to further the County's sustainability goals and enhance the transition to a green economy, consistent with the County's Sustainability Plan, OurCounty, in its investment decisions, as long as such investments achieve substantially equivalent safety, liquidity and yield compared to other investment opportunities.

Permitted Investments

Permitted Investments SHALL be limited to the following:

A. Obligations of the U.S. Government, its agencies and instrumentalities

1. Maximum maturity: None.
2. Maximum total par value: None.
3. Maximum par value per issuer: None.
4. Federal agencies: Additional limits in Section G apply if investments are Floating Rate Instruments.

B. Municipal Obligations from the approved list of municipalities (Attachment IV)

1. Maximum maturity: As limited in Attachment IV.
2. Maximum total par value: 10% of the PSI portfolio.

C. Asset-Backed Securities

1. Maximum maturity: Five years.
2. Maximum total par value: 20% of the PSI portfolio.

3. Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.
4. All Asset-Backed securities must be rated in a rating category of "AA" or its equivalent or better rating and the issuer's corporate debt rating must be in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO).

D. Bankers' Acceptance Domestic and Foreign

1. Maximum maturity: 180 days and limits outlined in Attachment I for issuer's current credit rating.
2. Maximum total par value: 40% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. The aggregate total of Bankers' Acceptances and Negotiable Certificates of Deposits SHALL NOT exceed:
 - a) The total shareholders' equity of depository bank.
 - b) The total net worth of depository bank.

E. Negotiable Certificates of Deposit (CD)

1. Maximum maturity: Three years and limits outlined in Attachment I for issuer's current credit rating.
2. Maximum total par value: Aggregate total of Domestic and Euro CD's are limited to 30% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. Must be issued by:
 - a) National or State-chartered bank, or
 - b) Savings association or Federal association, or

- c) Federal or State credit union, or
 - d) Federally licensed or State-licensed branch of a foreign bank.
5. Euro CD's:
- a) Maximum maturity: One year and limits outlined in Attachment I for issuer's current credit rating.
 - b) Maximum total par value: 10% of the PSI portfolio.
 - c) Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.
 - d) Limited to London branch of National or State-chartered banks.
6. The aggregate total of Bankers Acceptances and Negotiable Certificates of Deposits SHALL NOT exceed:
- a) The total shareholders' equity of depository bank.
 - b) The total net worth of the depository bank.

F. Corporate and Depository Notes

- 1. Maximum maturity: Three years and limits outlined in Attachment I for the issuer's current credit rating.
- 2. Maximum total par value: 30% of the PSI portfolio.
- 3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
- 4. Notes MUST be issued by:
 - a) Corporations organized and operating within the U.S.
 - b) Depository institutions licensed by the U.S or any State and operating within the U.S.
- 5. Additional limits in Section G apply if note is a Floating Rate Note Instrument.

G. Floating Rate Notes

Floating Rate Notes included in this category are defined as any instrument that has a coupon or interest rate that is adjusted periodically due to changes in a base or benchmark rate.

1. Maximum maturity: Seven years, provided that Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of \$100 million par value may be greater than five years to maturity.
2. Maximum total par value: 10% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. Benchmarks SHALL be limited to commercially available U.S. dollar denominated indexes.
5. The Investment Office SHALL obtain the prospectus or the issuer term sheet prior to purchase for all Floating Rate Notes and SHALL include the following on the trade ticket:
 - a) Specific basis for the benchmark rate.
 - b) Specific computation for the benchmark rate.
 - c) Specific reset period.
 - d) Notation of any put or call provisions.

H. Commercial Paper

1. Maximum maturity: 270 days and limits outlined in Attachment I for the issuer's current credit rating.
2. Maximum total par value: 40% of the PSI portfolio.
3. Maximum par value per issuer: The lesser of 10% of the PSI portfolio or the limits outlined in Attachment I for the issuer's current credit rating.
4. Credit: Issuing Corporation - Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a

NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

a) The entity meets the following criteria:

- 1) Is organized and operating in the U.S. as a general corporation.
- 2) Has total assets in excess of \$500 million.
- 3) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.

b) The entity meets the following criteria:

- 1) Is organized in the U.S. as a Limited Liability Company or Special Purpose Corporation.
- 2) Has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.
- 3) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

I. Shares of Beneficial Interest

1. Money Market Fund (MMF) - Shares of beneficial interest issued by diversified management companies known as money market mutual funds, registered with the Securities and Exchange Commission in accordance with Section 270.2a-7 of Title 17 of the Code of Federal Regulation. The company SHALL have met either of the following criteria:

- a) Attained the highest possible rating by not less than two NRSROs.
- b) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized in Government Code Section 53601 and with assets under management in excess of five hundred million dollars (\$500,000,000).

Maximum total par value: 15% of the PSI portfolio. However, no more than 10% of the PSI may be invested in any one fund.

2. State of California's Local Agency Investment Fund (LAIF) pursuant to Government Code Section 16429.1.
3. Trust Investments – Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in securities and obligations authorized in Section 53601 (a) to (o) of the Government Code. To be eligible, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
 - a) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 - b) The adviser has not less than five years of experience investing in the securities and obligations authorized in Section 53601 (a) to (o) of the Government Code.
 - c) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

J. Repurchase Agreement

1. Maximum maturity: 30 days.
2. Maximum total par value: \$1 billion.
3. Maximum par value per dealer: \$500 million.
4. Agreements must be in accordance with approved written master repurchase agreement.
5. Agreements must be fully secured by obligations of the U.S. Government, its agencies and instrumentalities. The market value of these obligations that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities and the value shall be adjusted no less than monthly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. If a repurchase agreement matures the next business day after purchase, the repurchase agreement is not out of compliance with this collateralization requirement if the value of the collateral falls below the 102% requirement at the close of business on settlement date.

K. Reverse Repurchase Agreement

1. Maximum term: One year.
2. Maximum total par value: \$500 million. Maximum par value is limited to a combined total of reverse repurchase agreements and securities lending agreements of 20% of the base value of the portfolio.
3. Maximum par value per broker: \$250 million.
4. Dealers limited to those primary dealers or those Nationally or State chartered banks that have a significant banking relationship with the County as defined in Government Code Section 53601(j)(4)(B) approved specifically by the Treasurer.
5. Agreements SHALL only be made for the purpose of enhancing investment revenue.
6. Agreements must be in accordance with approved written master repurchase agreement.
7. Securities eligible to be sold with a simultaneous agreement to repurchase SHALL be limited to obligations of the U.S. Government and its agencies and instrumentalities.
8. The security to be sold on a reverse repurchase agreement SHALL have been owned and fully paid for by the Treasurer for a minimum of 30 days prior to sale.
9. The proceeds of the reverse repurchase agreement SHALL be invested in authorized instruments with a maturity less than 92 days unless the agreement includes a codicil guaranteeing a minimum earning or spread to maturity.
10. The proceeds of the reverse repurchase agreement SHALL be invested in instruments with maturities occurring at or before the maturity of the reverse repurchase agreement.
11. In no instance SHALL the investment from the proceeds of a reverse repurchase agreement be sold as part of a subsequent reverse repurchase agreement.

L. Forwards, Futures and Options

Forward contracts are customized contracts traded in the Over The Counter Market where the holder of the contract is OBLIGATED to buy or sell a specific amount of an underlying asset at a specific price on a specific future date.

Future contracts are standardized contracts traded on recognized exchanges where the holder of the contract is OBLIGATED to buy or sell a specific amount of an underlying asset at a specific price on a specific future date.

Option contracts are those traded in either the Over The Counter Market or recognized exchanges where the purchaser has the RIGHT but not the obligation to buy or sell a specific amount of an underlying asset at a specific price within a specific time period.

1. Maximum maturity: 90 days.
2. Maximum aggregate par value: \$100 million.
3. Maximum par value per counterparty: \$50 million. Counterparties for Forward and Option Contracts limited to those on the approved Treasurer and Tax Collector list and must be rated "A" or better from at least one nationally recognized rating agency.
4. The underlying securities SHALL be an obligation of the U.S. Government and its agencies and instrumentalities.
5. Premiums paid to an option seller SHALL be recognized as an option loss at the time the premium is paid and SHALL not exceed \$100,000 for each occurrence or exceed a total of \$250,000 in any one quarter. Premiums received from an option purchase SHALL be recognized as an option gain at the time the premium is received.
6. Complex or hybrid forwards, futures or options defined as agreements combining two or more categories are prohibited unless specific written approval of the Treasurer is obtained PRIOR to entering into the agreement.
7. Open forward, future, and option contracts SHALL be marked to market weekly and a report SHALL be prepared by the Internal Controls Branch.
8. In conjunction with the sale of bonds, the Treasurer MAY authorize exceptions to maturity and par value limits for forwards, futures and options.

M. Interest Rate Swaps

Interest Rate Swaps SHALL be used only in conjunction with the sale of bonds approved by the Board of Supervisors. In accordance with Government Code Section 53534, these agreements SHALL be made only if all bonds are rated in one of the three highest rating categories by two nationally recognized rating agencies and only upon receipt, from any rating agency rating the bonds, of written evidence that the agreement will not adversely affect the rating.

Further, the counterparty to such an agreement SHALL be rated "A" or better from at least one nationally recognized rating agency selected by the Treasurer, or the counterparty SHALL provide an irrevocable letter of credit from an institution rated "A" or better from at least one nationally recognized rating agency acceptable to the Treasurer.

N. Securities Lending Agreement

Securities lending agreements are agreements under which the Treasurer agrees to transfer securities to a borrower who, in turn agrees to provide collateral to the Treasurer. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the Treasurer in return for the collateral.

1. Maximum term: 180 days.
2. Maximum par value: Maximum par value is limited to a combined total of reverse repurchase agreements and securities lending agreements of 20% of the base value of the portfolio.
3. Dealers limited to those primary dealers or those Nationally or State chartered banks that have a significant banking relationship with the County as defined in Government Code Section 53601(j)(4)(B) approved specifically by the Treasurer.
4. Agreements SHALL only be made for the purpose of enhancing investment revenue.
5. Securities eligible to be sold with a simultaneous agreement to repurchase SHALL be limited to obligations of the U.S. Government and its agencies and instrumentalities.

6. The security to be sold on securities lending agreement SHALL have been owned and fully paid for by the Treasurer for a minimum of 30 days prior to sale.
7. The proceeds of the securities lending agreement SHALL be invested in authorized instruments with a maturity less than 92 days unless the agreement includes a codicil guaranteeing a minimum earning or spread to maturity.
8. In no instance SHALL the investment from the proceeds of a securities lending agreement be sold as part of a subsequent reverse repurchase agreement or securities lending agreement.

O. Supranationals

Supranationals are multilateral lending institutions that provide development financing, advisory services and other financial services to their member countries to promote improved living standards through sustainable economic growth.

Supranational investments are U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by any of the supranational institutions identified in Government Code Section 53601(q), with a maximum remaining maturity of five years or less, and which are eligible for purchase and sale within the United States. Supranational investments shall be rated in a rating category of "AA" or its equivalent or better by a NRSRO and shall not exceed 30% of the PSI portfolio.

1. Maximum maturity: Five years and limits outlined in Attachment I for issuer's current credit rating.
2. Maximum total par value: 30% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.

Permitted Investments are also subject to limitation based on the ESG score of individual issuers in comparison to the ESG score of the issuer's business sector, as rated by Sustainalytics. The limitation methodology is shown in Attachment II.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-a.

**MINIMUM CREDIT RATING
DOMESTIC ISSUERS**

Investment Type	Maximum Maturity	Issuer Rating (1)			Investment Limit
		S&P Global	Moody's Analytics	Fitch Ratings	
Bankers' Acceptance	180 days	A-1/AAA	P-1/Aaa	F1/AAA	\$750MM
		A-1/AA	P-1/Aa	F1/AA	\$600MM
		A-1/A	P-1/A	F1/A	\$450MM, of which 50% may be over 90 days to a maximum of 180 days
Certificates of Deposit	3 years	A-1/AAA	P-1/Aaa	F1/AAA	\$750MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$600MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$450MM, of which 50% may be over 90 days to a maximum of 180 days
Corporate Notes, Asset Backed Securities (ABS) and Floating Rate Notes (FRN)	Corporate: 3 years ABS: 5 years FRN: 5 years (2)	A-1/AAA	P-1/Aaa	F1/AAA	\$750MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$600MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$450MM, of which 50% may be over 90 days to a maximum of 180 days

Notes:

- (1) All issuers must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
- (2) Seven years, if Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of \$100 MM (million) par value may be greater than five years to maturity.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-b.

**MINIMUM CREDIT RATING
FOREIGN ISSUERS**

Investment Type	Maximum Maturity	Issuer Rating (1)			Investment Limit
		S&P Global	Moody's Analytics	Fitch Ratings	
Bankers' Acceptance	180 days	A-1/AAA	P-1/Aaa	F1/AAA	\$600MM
		A-1/AA	P-1/Aa	F1/AA	\$450MM
		A-1/A	P-1/A	F1/A	\$300MM, of which 50% may be over 90 days to a maximum of 180 days.
Certificates of Deposit	3 years	A-1/AAA	P-1/Aaa	F1/AAA	\$600MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$450MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$300MM, of which 50% may be over 90 days to a maximum of 180 days
Corporate Notes, Asset Backed Securities (ABS) and Floating Rate Notes (FRN)	Corporate: 3 years ABS: 5 years FRN: 5 years (2)	A-1/AAA	P-1/Aaa	F1/AAA	\$600MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$450MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$300MM, of which 50% may be over 90 days to a maximum of 180 days

Notes:

- (1) All issuers must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
- (2) Seven years, if Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of \$100 MM (million) par value may be greater than five years to maturity.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-c.

**MINIMUM CREDIT RATING
SUPRANATIONAL ISSUERS**

Issuer Rating (1)			Investment Limit (2)
S&P Global	Moody's Analytics	Fitch Ratings	
AAA	Aaa	aaa	30% of PSI Portfolio, of which 20% of the PSI Portfolio may be between 2 and 5 years.
AA	Aa	aa	20% of PSI Portfolio, of which 10% of the PSI Portfolio may be between 2 and 5 years.

Notes:

- (1) The issuer must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
- (2) Maximum combined par value for all issuers is limited to 30% of the PSI portfolio.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-d.

**MINIMUM CREDIT RATING
COMMERCIAL PAPER**

Maximum Maturity	Issuer Rating (1) (2)			Investment Limit (3)
	S&P Global	Moody's Analytics	Fitch Ratings	
270 days	A-1	P-1	F1	\$1.5 Billion

Notes:

- (1) The issuer must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
- (2) If an issuer has a long-term rating, it must be rated in a rating category of "A" or its equivalent or higher.
- (3) Maximum combined par value for all issuers is limited to 40% of the PSI portfolio.

**ENVIRONMENTAL, SOCIAL, AND CORPORATE GOVERNANCE (ESG) SCORE
IMPACT ON INVESTMENT LIMITS**

If an issuer's Sustainalytics ESG score is lower than the median Sustainalytics ESG score of its business sector, investment limits will be subject to the following investment limit reductions:

Score Differential	Percentage Reduction of Investment Limit
≤ 5 points lower	0%
$5 \leq 10$ points lower	15%
$10 \leq 20$ points lower	30%
> 20 points lower	50%

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT III

**LIMITATION CALCULATION FOR
INTERMEDIATE-TERM, MEDIUM-TERM AND LONG-TERM HOLDINGS
(Actual \$)**

Average Investment Balance and Available Cash (1)	\$34,799,190,531
Less:	
▪ 50% of Discretionary Deposits (1)	(\$1,588,169,109)
Average Available Balance	\$33,211,021,422
Multiplied by the Percent Available for Investment Over One Year	75%
Equals the Available Balance for Investment Over One Year	\$24,908,266,067
Intermediate-Term (From 1 to 3 Years) ▪ One-third of the Available Balance for Investment	\$8,302,755,356
Medium-Term and Long-Term (Greater Than 3 Years) ▪ Two-thirds of Available Balance for Investment (2)	\$16,605,510,711

(1) 36 Month Average from December 2018 to November 2021.

(2) Any unused portion of the Medium-Term and Long-Term available balance may be used for Intermediate-Term investments.

APPROVED LIST OF MUNICIPAL OBLIGATIONS

1. Any obligation issued or caused to be issued by the County of Los Angeles on its behalf or on behalf of other Los Angeles County affiliates. If on behalf of other Los Angeles County affiliates, the affiliate must have a minimum rating of “A3” (Moody’s Analytics) or “A-” (S&P Global or Fitch Ratings). The maximum maturity is limited to 30 years.
2. Any short- or medium-term obligation issued by the State of California or a California local agency with a minimum Moody’s Analytics rating of “MIG-1” or “A2” or a minimum S&P Global rating of “SP-1” or “A.” Maximum maturity limited to five years.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/9/2022	
BOARD MEETING DATE	3/1/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Registrar-Recorder/County Clerk	
SUBJECT	REQUEST APPROVAL OF AS-NEEDED VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) ENHANCEMENTS AND SUPPORT SERVICES MASTER AGREEMENTS (VESSMAs)	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	As-needed VSAP Enhancements and Support Services are needed by the Department to assist with the June 2022 Primary and future elections.	
COST & FUNDING	Total cost: The estimated cost of work orders issued under the VESSMA program (inclusive of 9 VESSMA Service Categories) is estimated at a range of \$35,000,000 to \$50,000,000 for a large Countywide election, such as a Presidential or Gubernatorial election. The RR/CC will notify your Board of any WO that exceeds \$500,000, 10-days prior to the execution of the WO, or WO amendment, if applicable.	Funding source: Approved Department operating budget
	TERMS (if applicable): Three (3) years plus two (2), two-year optional renewal extension periods.	
	Explanation:	
PURPOSE OF REQUEST	<p>To execute Master Agreements for various temporary critical, election-related services on an as-needed, intermittent basis. The primary purpose for this request is to create a competitive environment for election related services. As the need for services arises, a WO Solicitation will be sent to the pool of pre-qualified Contractors to bid on competitively. This is a major benefit to the RR/CC and the County. The WOs will be typically awarded to the lowest cost qualified Contractor.</p> <p>A total of six (6) Qualified Contractors qualified under the Department's Request for Statement of Qualifications (RFSQ) #21-004 solicitation for Voting Solutions for All People (VSAP) Enhancement and Support Services. This RFSQ is open-continuous. New vendors applying to the RFSQ that meet the minimum qualifications will be added to the list of Qualified Contractors.</p>	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Unforeseen elections are conducted under compressed timelines which makes it complex to engage vendors using traditional contracting vehicles. In addition, election support services are highly specialized, requiring targeted outreach and a flexible contracting vehicle to identify and manage qualified vendors. The VESSMAs framework will allow the RR/CC to procure election support services in a competitive and efficient manner. We anticipate this framework will reduce the number of Sole Source agreements required to administer elections successfully.</p> <p>The Department seeks temporary assistance with Qualified Contractors to provide election-related services under 9 different categories to assist with elections. The 9 categories include: 1) Vote Center Deployment Services; 2) Election Operations Management and Planning Services; 3) Vote Center Network Support (NOC) 4) Election Cybersecurity Services (SOC); 5) VSAP Tally and VSAP Ballot Layout (VBL) Enhancements; 6) Election Support Services; 7) BMD/BMG Enhancement & Maintenance; 8) Infrastructure Support Services and; 9) Voter Education and Outreach Communication Campaign Services.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Albert Navas, Assistant RR/CC, (562) 462-2652, ANavas@rrcc.lacounty.gov	



DEAN C. LOGAN
Registrar-Recorder/County Clerk

LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK



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:

**REQUEST APPROVAL OF AS-NEEDED VOTING SOLUTIONS FOR ALL PEOPLE
(VSAP) ENHANCEMENTS AND SUPPORT SERVICES MASTER AGREEMENTS
(VESSMAs)
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department or RR/CC) requests approval to execute Master Agreements for various temporary critical, election-related services on an as-needed, intermittent basis. A total of six (6) Qualified Contractors (Attachment 1) qualified under the Department's Request for Statement of Qualifications (RFSQ) 21-004 solicitation for Voting Solutions for All People (VSAP) Enhancement and Support Services. This RFSQ is open-continuous. New vendors applying to the RFSQ, that meet the minimum qualifications, will be added to the list of Qualified Contractors (Attachment 1).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the RR/CC, or his designee, to execute VSAP Master Agreements (VESSMAs), substantially similar to Attachment 2, for up to three (3) years effective March 1, 2022 to February 28, 2025, with two (2) two-year optional renewal extension periods through February 28, 2029.
2. Delegate authority to the RR/CC, or his designee, to execute, amend, or terminate, as-needed Work Order (WO) Solicitations for election services based on the Department's approved budget during the term of the VESSMA and optional renewal years provided that County Counsel approval is obtained. The RR/CC will notify your

Board of any WO that exceeds \$300,000, 10-days prior to the execution of the WO, or WO amendment, if applicable.

3. Delegate authority to the RR/CC, or his designee, to continue accepting Statement of Qualifications (SOQ) submissions from vendors on an open-continuous basis, and execute VESSMAs with Qualified Contractors, provided that they meet the RFSQ eligibility requirements, throughout the term and optional extension periods of the master agreement.
4. Delegate authority to the RR/CC, or his designee, to prepare and execute future amendments to the RFSQ and VESSMA to: (1) add, delete or modify VESSMA Service Categories as operationally and legally necessary provided that County Counsel approval is obtained; (2) modify VESSMA insurance requirements on a case-by-case basis provided that CEO Risk Management and County Counsel approval is obtained; (3) make any necessary changes which materially affect the scope of work or any term or condition provided that County Counsel approval is obtained and; (4) execute Change Notices for any change which does not affect the scope of work, term, payments, any condition;
5. Delegate authority to the RR/CC, or designee, to issue written notice(s) of partial or total termination of VESSMAs for convenience without further action by the Board of Supervisors, provided County Counsel approval is obtained.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the RR/CC to execute VESSMAs with Qualified Contractors (Attachment I) for the provision of as-needed VSAP Enhancements and Support Services to support all elections in Los Angeles County, beginning with the June 7, 2022 Statewide Primary Election.

The primary purpose for this request is to create a competitive environment for election related services. As the need for services arises, a WO Solicitation will be sent to the pool of pre-qualified Contractors to bid on competitively. This is a major benefit to the RR/CC and the County.

The VESSMA Service Categories (Attachment 3) where services are required include: 1) Vote Center Deployment Services; 2) Election Operations Management and Planning Services; 3) Vote Center Network Support (NOC); 4) Election Cybersecurity Services (SOC); 5) VSAP Tally and VSAP Ballot Layout (VBL) Enhancements; 6) Election Support Services; 7) BMD/BMG Enhancement & Maintenance; 8) Infrastructure Support Services; and 9) Voter Education and Outreach Communication Campaign Services.

Upon Board approval of the VESSMAs, our Department will officially request services from the list of Qualified Contractors via the competitive WO Solicitation process. WOs will be executed with the lowest cost Contractor, unless the WOs specifies bid evaluation criteria other than lowest cost. VESSMA Service Categories may be expanded, modified, or deleted as the Department's election needs changes.

Examples of as-needed election support services may include, but are not limited to, transporting election equipment to voting locations for elections; troubleshooting, call centers, and on-site vote center support to assist election staff; cybersecurity services for election equipment including the VSAP Ballot Marking Devices (BMDs) and Tally System; and voter education and outreach campaign services.

Unforeseen elections are conducted under compressed timelines which makes it complex to engage vendors using traditional contracting vehicles. In addition, election support services are highly specialized, requiring targeted outreach and a flexible contracting vehicle to identify and manage qualified vendors. The VESSMAs framework will allow the RR/CC to procure election support services in a competitive and efficient manner. We anticipate this framework will reduce the number of Sole Source agreements required to administer elections successfully.

The County is the largest election jurisdiction in the United States with 5,672,054 registered voters (as of January 2022). In 2020, the RR/CC successfully implemented the Voting Solutions for All People (VSAP) initiative which included the implementation of various custom-designed election equipment, updating the voting experience at vote centers, expanding voting to a 10-day voting period prior to election day and mailing Vote by Mail ballots to all eligible voters in Los Angeles County.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows: **Goal No. III, Realize Tomorrow's Government Today** to be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT / FINANCING

Expenditures under the VESSMA will vary from year to year based on election needs. The Department will ensure adequate funding is available in their operating budget prior to executing WOs with Qualified Contractors. Qualified Contractors will not be asked to perform services which exceed the amounts, scope of work and dates specified in each individual WO.

The estimated cost of WOs issued under the VESSMA program (inclusive of 9 VESSMA Service Categories) is estimated at a range of \$35,000,000 to \$50,000,000 for a large Countywide election, such as a Presidential or Gubernatorial election.

The Department's Fiscal Year 2021-22 budget includes \$40.336M of funding for the services proposed within the VESSMA agreement. Future Fiscal year funding requirements will be requested through the normal budget process based on election cycles.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The master agreements (MAs) contain County standard provisions regarding contractor obligations and compliance with all Board of Supervisors, Chief Executive Office (CEO), and County Counsel requirements.

In compliance with Board Policy 6.020 “Chief Information Office Board Letter Approval”, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. In previous discussions with RR/CC, the OCIO has recommended that the department establish a competitive environment for election-related services. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal CIO Analysis.

CONTRACTING PROCESS

On November 8, 2021, the RR/CC released a Request for Statement of Qualifications (RFSQ) #21-004 for as-needed VSAP Enhancements and Support Services. The RFSQ includes 9 VESSMA Service Categories titles are listed below. For a brief description / overview of all categories, refer to Attachment 3.

- Service Category 1: Vote Center Deployment Services
- Service Category 2: Election Operations Management and Planning Services
- Service Category 3: Vote Center Network Support
- Service Category 4: Election Cybersecurity Services
- Service Category 5: VSAP Tally and VSAP Ballot Layout (VBL) Support
- Service Category 6: Election Support Services
- Service Category 7: BMD (Ballot Marking Devices)/ BMG (Ballot Marking Device Management System) Enhancement & Maintenance
- Service Category 8: Infrastructure Support Services
- Service Category 9: Voter Education and Outreach Communication Campaign Services

The RFSQ was posted on the County’s “Doing Business with the County” website, made available for download on the RR/CC website, and announced on social media. An RFSQ solicitation letter was also sent to over 120 companies. A Vendor’s Conference was held online on November 16, 2021.

The RFSQ is open-continuous. The RR/CC will continue accepting SOQs from new vendors interested in becoming a Qualified VESSMA Contractor throughout the term of the VESSMA, including the optional extension periods. New vendors that meet the minimum qualifications will become Qualified VESSMA Contractors, be added to the List of VESSMA Qualified Contractors, be notified of VESSMA WO solicitations, and become eligible to submit bid responses to WO Solicitations issued by the Department for as-needed election services for the Service Category they qualified under.

To date, the Department received Statement of Qualification (SOQs) submissions from twelve (12) vendors. Note: The majority of the vendors applied for multiple VESSMA Service Categories.

The RFSQ results are as follows

- Qualified – Six (6) companies qualified for 11 Service Categories because they met the minimum qualifications to the applicable Service Categories.
- Disqualified - Five (5) companies disqualified for 7 Service Categories because they did not meet the minimum qualifications for the applicable Service Categories.
- Under Review – 5 companies for 9 Service Categories are currently under review. The RR/CC is in the process of gathering additional vendor information to assist the Department in making a final determination.

The RR/CC qualified companies for all service categories except for Category 6e (VSAP Open-Source management services).

The CEO has reviewed and recommends approval of this Board Letter. County Counsel has reviewed this Board letter and approved as to form. CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended master as to form.

IMPACT ON CURRENT SERVICES

Approval of the recommended action will ensure that various critical election services will be secured to assist the Department with the June 2022 Primary election and future elections.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed By:
Peter Loo
Acting Chief Information Officer

DCL:JG:AB
MF:AN:NH
VW:ca

Attachments

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

LIST OF QUALIFIED CONTRACTORS

***VSAP Enhancement and Support Services Master Agreement (VESSMA)
AS OF MARCH 2022***

VESSMA Service Categories
CATEGORY 1: Vote Center Deployment Services
CATEGORY 2: Election Operations Management and Planning Services
CATEGORY 3: Vote Center Network Support (NOC)
CATEGORY 4: Election Cybersecurity Services (SOC)
CATEGORY 5: VSAP Tally (Tally) AND VSAP Ballot Layout (VBL) Enhancements
CATEGORY 6: Election Support Services
A. Election Contact Center and Field Support Technician (FST) services.
B. Election Service Management Platform Support services
C. Election Worker Management Platform Support services
D. Election Cloud-Based Contact Center Support services
E. VSAP Open-Source management services
CATEGORY 7: BMD/BMG Enhancement & Maintenance
CATEGORY 8: Infrastructure Support Services
CATEGORY 9: Voter Education and Outreach Communication Campaign Services

1. CIVIX
 - Category 8
2. KONNECH, INC
 - Category 6C
3. SMARTMATIC USA CORPORATION
 - Category 1
 - Category 7
4. AT&T
 - Category 2
 - Category 3
 - Category 4
 - Category 6A
 - Category 6D
5. DIGITAL FOUNDRY
 - Category 5
6. FENTON COMMUNICATIONS
 - Category 9

**ATTACHMENT 2 - VSAP ENHANCEMENTS AND SUPPORT
MASTER AGREEMENT (VESSMA)**



SAMPLE MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)

ENHANCEMENTS AND SUPPORT SERVICES

ATTACHMENT 2
VESSMA MASTER AGREEMENT

RECITALS	1
1.0 Applicable Documents	1
2.0 Definitions	2
3.0 Work	9
4.0 Work Order Solicitation Process	9
5.0 Work Order Evaluation and Award Process	10
6.0 Work Order Approval and Execution	12
7.0 Work Order Acceptance	12
8.0 Work Order Termination	13
9.0 Work Order Warranty(ies)	13
9.1 Work Order Warranties	13
9.2 Further Warranties	13
9.3 Warranty Pass-Through	14
9.4 Warranty Disclaimers	14
9.5 Unique Terms	14
9.6 Software Warranty	15
10.0 Term of Master Agreement	17
10.1 Initial Term	17
10.2 Renewal Options	17
10.3 Master Agreement Extension	17
11.0 Contract Sum	17
12.0 Invoices and Payments	18
13.0 County Administration of Master Agreement	21
13.1 Department Head, RR/CC	21
13.2 County's VESSMA Administrator	21
13.3 County's Work Order Project Manager	21
14.0 Contractor Administration of Master Agreement	22
14.1 Contractor's Project Director	22
14.2 Contractor's Project Manager	22
14.3 Contractor's Authorized Officials	23
14.4 Approval of Contractor Personnel	23
14.5 Contractor Personnel Identification	24
14.6 Background and Security Investigations	25
14.7 Confidentiality and Security	26
15.0 Amendments and Change Notices	27
15.1 Amendments to Master Agreement	27
15.2 Change Notices to Master Agreement	28
15.3 Work Order Amendments	28
16.0 Assignment and Delegation/Mergers or Acquisitions	29
17.0 No Third Party Beneficiaries	30
18.0 Authorization Warranty	30
19.0 Proprietary Considerations	30
19.1 Pre-Existing Work	30
19.2 Rights to Deliverables	31
19.3 No Product Provided	32
20.0 Intentionally Omitted	32
21.0 Compliance with Applicable Law	32
22.0 Compliance with Civil Rights Laws	32
23.0 Compliance With County Procedures	33
24.0 Arm's Length Negotiations	33
25.0 Conflict of Interest	33
26.0 Contractor Responsibility and Debarment	33
26.1 Responsible Contractor	33

ATTACHMENT 2
VESSMA MASTER AGREEMENT

26.2	Chapter 2.202 of the County Code	33
26.3	Non-Responsible Contractor	34
26.4	Contractor Hearing Board	34
26.5	Subcontractors of Contractor	35
27.0	Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	35
28.0	Contractor's Warranty Against Contingent Fees	35
29.0	County's Quality Assurance Plan	36
30.0	County Facility Office Space.....	36
31.0	Access To County Facilities	36
32.0	Physical Alterations of County Facilities.....	36
33.0	Damage to County Facilities, Buildings or Grounds.....	37
34.0	Staff Performance While Under The Influence	37
35.0	Minimum Age, Language Skills And Legal Status Of Contractor Personnel At Facility	37
36.0	Employment Eligibility Verification	37
37.0	Facsimile Representations.....	37
38.0	Fair Labor Standards	38
39.0	Force Majeure.....	38
40.0	Contractor Performance During Civil Unrest And Disaster	38
41.0	Governing Law, Jurisdiction, and Venue.....	39
42.0	Independent Contractor Status.....	39
43.0	Intellectual Property Indemnification	39
44.0	Contractor Acts And/Or Omissions Indemnification	41
45.0	Limitation of Liability.....	41
46.0	General Provisions for All Insurance Coverage.....	42
46.1	Evidence of Coverage and Notice to County	42
46.2	Additional Insured Status and Scope of Coverage	43
46.3	Cancellation of or Changes in Insurance	43
46.4	Failure to Maintain Insurance	44
46.5	Insurer Financial Ratings.....	44
46.6	Contractor's Insurance Shall be Primary	44
46.7	Waivers of Subrogation.....	44
46.8	Subcontractor Insurance Coverage Requirements	44
46.9	Deductibles and Self-Insured Retentions (SIRs).....	44
46.10	Claims Made Coverage.....	45
46.11	Application of Excess Liability Coverage.....	45
46.12	Separation of Insureds	45
46.13	Alternative Risk Financing Programs	45
46.14	County Review and Approval of Insurance Requirements	45
47.0	Insurance Coverage	45
47.1	Commercial General Liability Insurance.....	45
47.2	Automobile Liability Insurance	45
47.3	Workers Compensation and Employers' Liability Insurance	46
47.4	Technology Errors & Omissions Insurance	46
47.5	Cyber Liability Insurance	46
47.6	Property Coverage Insurance	46
47.7	Professional Liability/Errors And Omissions.....	47
48.0	Liquidated Damages.....	47
49.0	Nondiscrimination and Affirmative Action	48
50.0	Nonexclusivity.....	49
51.0	Notice of Delays.....	49
52.0	Dispute Resolution Procedure.....	49

**ATTACHMENT 2
VESSMA MASTER AGREEMENT**

53.0	Notices	50
54.0	Prohibition Against Inducement or Persuasion	51
55.0	Public Records Act.....	51
56.0	Publicity	51
57.0	Record Retention and Inspection/Audit Settlement.....	52
58.0	Recycled Bond Paper	52
59.0	Subcontracting.....	53
60.0	Termination of Master Agreement	54
60.1	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	54
60.2	Termination for Convenience	54
60.3	Termination for Default.....	54
60.4	Termination for Improper Consideration.....	56
60.5	Termination for Insolvency	56
60.6	Termination for Non-Adherence of County Lobbyist Ordinance.....	57
60.7	Termination for Non-Appropriation of Funds	57
60.8	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	57
60.9	Effect of Termination	57
61.0	Intentionally Omitted	58
62.0	Compliance with County's Jury Service Program	58
62.1	Jury Service Program.....	58
62.2	Written Employee Jury Service Policy	58
63.0	Consideration of Hiring County Employees Targeted for Layoff or Re-employment List	59
64.0	Consideration of Hiring GAIN/GROW Program Participants.....	59
65.0	Local Small Business Enterprise (LSBE) Preference Program	60
66.0	Disabled Veteran Business Enterprise (DVBE) Preference Program.....	60
67.0	Social Enterprise (SE) Preference Program	61
68.0	Time Off For Voting.....	62
69.0	Licenses, Permits, Registrations, Accreditations And Certificates.....	62
70.0	Use of Federal Funds	62
71.0	Federal Access To Records	62
72.0	Data Destruction	63
73.0	Information Security.....	63
73.1	System Security	63
73.2	Data Security.....	63
73.3	Security Incident.....	64
73.4	Disabling Device Remedies	64
73.5	Data Encryption Requirements	64
74.0	Notice to Employees Regarding the Federal Earned Income Credit	65
75.0	Contractor's Warranty of Adherence to County's Child Support Compliance Program	65
76.0	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	66
77.0	Notice to Employees Regarding the Safely Surrendered Baby Law	66
78.0	Captions and Paragraph Headings	66
79.0	Validity and Severability	66
79.1	Validity.....	66
79.2	Severability.....	66
79.3	Waiver	66
80.0	Survival	67
81.0	Compliance with County's Zero Tolerance Policy On Human Trafficking	67

82.0	Compliance with Fair Chance Employment Practices.....	67
83.0	Compliance with The County Policy Of Equity	67
84.0	Prohibition from Participation in Future Solicitation(s)	68
85.0	COVID-19 Provision	68
AUTHORIZATION OF THE VESSMA.....		Signatures – Page 69

VESSMA EXHIBITS

EXHIBIT A:	VESSMA Service Categories
EXHIBIT B:	Sample Work Order Solicitation (Fixed Price Per Deliverable (FP/D) and Time and Materials Per Deliverable (T&M/D)) <ul style="list-style-type: none">• Attachment B1: Sample Statement of Work• Attachment B2: Certification of Employee Status
EXHIBIT C:	County's Administration
EXHIBIT D:	Contractor's Administration
EXHIBIT E:	Contractor's EEO Certification
EXHIBIT F:	Forms Required for Each Work Order Before Work Begins
EXHIBIT G:	Jury Service Ordinance
EXHIBIT H:	Intentionally Omitted
EXHIBIT I:	Safely Surrendered Baby Law
EXHIBIT J:	Intentionally Omitted
EXHIBIT K:	Evaluation Process for Certain Work Order Solicitations
EXHIBIT L:	VESSMA Risk Schedule
EXHIBIT M:	Forms Required at the Completion of Each Work Order
EXHIBIT N:	Information Security and Privacy Requirements
EXHIBIT O:	Subsequent Executed Work Orders
EXHIBIT P:	COVID Mandate

Executed Work Order(s): Incorporated herein by this reference

**MASTER AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES AND
CONTRACTOR
FOR
VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)
ENHANCEMENTS AND SUPPORT SERVICES**

This Master Agreement is made and entered into this _____ day of _____, 2022 by and between the County of Los Angeles hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide critical election support services on an as-needed basis, as more fully described herein (Voting Solutions for all People (VSAP) Enhancements and Support Services)).

RECITALS

WHEREAS, the County may contract with private businesses for VSAP Enhancements and Support Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing VSAP Enhancements and Support Services; and

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

WHEREAS, the Board of Supervisors has authorized the Registrar-Recorder/County Clerk 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

The body of this Master Agreement, together with (a) Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P attached hereto and incorporated herein by reference, (b) all Attachments attached to such Exhibits, (c) all executed Work Orders issued hereunder, and (d) all Change Notices, Amendments and Work Order Amendments, collectively constitute and throughout and hereinafter are referred to as the "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 body of this 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:

VESSMA EXHIBITS:

- 1.2. EXHIBIT A: VESSMA Service Categories
- 1.3. EXHIBIT B: Sample Work Order Solicitation (Fixed Price Per Deliverable (FP/D) and Time and Materials Per Deliverable (T&M/D))
 - Attachment B1: Sample Statement of Work
 - Attachment B2: Certification of Employee Status
- 1.4. EXHIBIT C: County's Administration
- 1.5. EXHIBIT D: Contractor's Administration
- 1.6. EXHIBIT E: Contractor's EEO Certification
- 1.7. EXHIBIT F: Forms Required for Each Work Order Before Work Begins
- 1.1. EXHIBIT G: Jury Service Ordinance
- 1.2. EXHIBIT H: Intentionally Omitted
- 1.3. EXHIBIT I: Safely Surrendered Baby Law
- 1.4. EXHIBIT J: Intentionally Omitted
- 1.5. EXHIBIT K: Evaluation Process for Certain Work Order Solicitations
- 1.6. EXHIBIT L: VESSMA Risk Schedule
- 1.7. EXHIBIT M: Forms Required at the Completion of Each Work Order
- 1.8. EXHIBIT N: Information Security and Privacy Requirements
- 1.9. EXHIBIT O: Subsequent Executed Work Orders
- 1.10. EXHIBIT P: COVID Mandate

Executed Work Order(s): Incorporated herein by this reference

Notwithstanding the foregoing order of precedence and solely with respect to the Services described under a fully executed Work Order, such Work Order shall take precedence solely with respect to obligations designated as subject to change via Work Order (e.g. Warranty Period) in this Master Agreement. This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous 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 Paragraph 15.0 (Amendments and Change Notices) 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 **ACCEPTANCE; ACCEPT(ED):** The terms "Acceptance" and "Accepted" shall mean County's written approval, by way of an Acceptance Certificate, of the Fixed Price Per Deliverable (FP/D) or Time and Materials Per Deliverable (T&M/D) Services provided by Contractor under this Master Agreement where the applicable Work Order Statement of Work Acceptance Criteria has been successfully met.

- 2.2 **ACCEPTANCE CERTIFICATE:** The term "Acceptance Certificate" shall mean, and refer to, the document executed by the County as referenced in Paragraph 5.0 (Work Order Evaluation and Award Process) signifying Contractor's successful completion of the applicable FP/D or T&M/D tasks, subtasks, milestones, deliverables, Services and other work in accordance with the requirements and timetables set forth in the executed Work Order Statement of Work, including the Acceptance Criteria, as amended by any fully executed Work Order Amendment(s) thereto.
- 2.3 **ACCEPTANCE CRITERIA:** The term "Acceptance Criteria" shall mean agreed upon objective standards by which the parties will verify that the Services and/or Deliverables meet or exceed the requirements for Initial Acceptance and Final Acceptance under the applicable Work Order Statement of Work, as amended by any fully executed Work Order Amendment(s) thereto, as specified in Paragraph 5.0 (Work Order Evaluation and Award Process)
- 2.4 **ACCEPTANCE DATE:** The term "Acceptance Date" shall mean the date on which County issues a written Acceptance Certificate as provided in the applicable FP/D or T&M/D Work Order.
- 2.5 **AMENDMENT:** The term "Amendment" shall mean an amendment duly executed by both County's authorized representative (or the County's Board of Supervisors if deemed appropriate by the County) and Contractor's authorized representative and effecting a change which materially affects the term of the Master Agreement, including extending the Master Agreement beyond the Initial Term, or any term or condition included in this Master Agreement.
- 2.6 **BUSINESS DAY(S):** The term "Business Day(s)", whether singular or plural, shall mean any day(s) of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.
- 2.7 **Board, Board of Supervisors, or BOS:** The terms used herein shall mean the County's Board of Supervisors, County of Los Angeles, California
- 2.8 **CATEGORY(IES), SERVICE CATEGORY(IES), VESSMA SERVICE CATEGORY(IES):** The areas of technical specialization and the associated skills and experience described in Exhibit A (VESSMA Service Categories) which comprise the Services that the County will be soliciting from Qualified Contractors during the term of the Master Agreement. A Subcategory(ies) means a subset of technical specialization and the associated skills and experience associated with the applicable Category(ies). Any use of Category(ies) herein shall be interpreted to also include Subcategory(ies), collectively or singularly, as determined by the context of such use.
- 2.9 **CHANGE NOTICE:** The term "Change Notice" shall mean a change notice duly executed by the Contractor's authorized representative and the VESSMA Administrator, and effecting a change to the Master Agreement that does not materially affect the term of the Master Agreement or any term or condition included in the Master Agreement.

- 2.10 **CODE DEVELOPMENTS:** The term "Code Developments" shall mean any computer code or materials (other than Products or Pre-existing Work) developed by Contractor (alone or in collaboration with County) and provided to County in the course of performance of this Master Agreement under a fully executed FP/D or T&M/D Work Order. Code Developments do not include Contractor's generally available software which is made available to the County under a separate agreement.
- 2.11 **CONTRACTOR:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by RR/CC and are valid and in effect at the time of a given Work Order award. A Qualified Contractor shall become inactive if the insurance has lapsed or another mandatory requirement(s) have not been satisfied. The term "Contractor" may also be used to refer to a Qualified Contractor who has prevailed on an VESSMA Work Order Solicitation and is actively involved in providing Services, either directly or indirectly, under an active, duly executed VESSMA Work Order.
- 2.12 **CONTRACTOR PERSONNEL; CONSULTANT:** The individual(s) performing work on Work Order(s) on behalf of and under the exclusive control of the Contractor and includes Contractor's employees assigned to perform work on Work Order(s). As used herein, the terms Contractor Personnel and Consultant may be used interchangeably throughout this document.
- 2.13 **CONTRACTOR PROJECT DIRECTOR:** The individual designated by the Contractor whose responsibilities are set forth in Paragraph 14.1 (Contractor's Project Director). Refer to Exhibit D (Contractor's Administration), for designated Contractor Project Director).
- 2.14 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor whose responsibilities are set forth in Paragraph 14.2 (Contractor's Project Manager). Refer to Exhibit D (Contractor's Administration), for designated Contractor Project Manager(s).
- 2.15 **COUNTY:** The term used herein shall mean the County of Los Angeles or Department of Registrar-Recorder/County Clerk.
- 2.16 **COUNTY'S VESSMA ADMINISTRATOR; VESSMA ADMINISTRATOR:** The individual designated by the Director, RR/CC whose authority and responsibilities are set forth in Paragraph 13.2 (County's VESSMA Administrator). Refer to Exhibit C (County's Administration) for the designated County's VESSMA Administrator.
- 2.17 **COUNTY DATA:** Any County information, data, records, and information to which a Contractor has access or possession or that have otherwise been provided to a Contractor, whether or not intended under or for the purposes of the Master Agreement, and includes any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household including name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data.

For the avoidance of doubt, County Data shall include (a) all “nonpublic information,” as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.), (b) personal information as defined by California Civil Code §§ 1798.29, 1798.8082, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) as amended and supplemented by the California Privacy Rights Act of 2020 (effective December 16, 2020; operative January 1, 2023), (c) protected health information or individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103), (d) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679), and/or (e) affidavits of voter registration, voter registration information, and voter registration records as set forth in California Government Code section 6254.4 and California Code of Regulations (CCR) section 19001.

For the further avoidance of doubt, County Data is not limited to proprietary or confidential information, and need not constitute trade secret information.

- 2.18 **COUNTY IP:** All Intellectual Property owned, or sufficiently licensed to, the County, including any Deliverables developed by Contractor for County and so designated in a Work Order.
- 2.19 **COUNTY’S WORK ORDER PROJECT MANAGER:** The individual designated as chief contact person whose responsibilities are set forth in Paragraph 13.3 (County’s Work Order Project Manager). The County’s Work Order Project Manager will be specified in each Work Order.
- 2.20 **DAY(S):** The term "day(s)", whether singular or plural, capitalized or otherwise, shall mean calendar day(s) unless otherwise specified.
- 2.21 **DEFICIENCY(IES):** The term "Deficiency(ies)", whether singular or plural, shall mean and include material defect(s) in any of the work relating to design, development, materials and/or workmanship; error(s); material deviation(s) from the Documentation, other published and/or mutually agreed upon standards or any of the requirements or specifications set forth in this Master Agreement or in any Work Order issued hereunder; or any substantial nonconformance with related documentation or functional requirements which result in the Deliverables not meeting the Acceptance Criteria, if any, established in the applicable FP/D or T&M/D Work Order Statement of Work.
- 2.22 **DELIVERABLE(S):** The term "Deliverable(s)", whether singular or plural, shall mean (i) any literary works or other material or works of authorship that Contractor may deliver to County in providing Services under this Master Agreement under a fully executed FP/D or T&M/D Work Order, as amended by any fully executed Work Order Amendment(s) thereto; and (ii) Developed Work. Deliverable(s) do not include commercially available software, which may be provided under other agreements. All Deliverables shall be designated as County IP or Joint IP in each Work Order.
- 2.23 **DEPARTMENT:** The term used herein shall mean the Department of Registrar-Recorder/County Clerk.

- 2.24 **DEVELOPED WORK:** The term "Developed Work" shall mean Code Developments, plans, interfaces, charts, programs, program listings, documentation, documents, interfaces and reports (other than Products and Pre-Existing Work) which are originated or created through Contractor's provision of Services pursuant to this Master Agreement.
- 2.25 **DISPUTE RESOLUTION PROCEDURE:** The term "Dispute Resolution Procedure" shall mean the procedure for resolution of the disputes arising under this Master Agreement described in Paragraph 52.0 (Dispute Resolution Procedure).
- 2.26 **DOCUMENTATION:** The term "Documentation" shall mean any and all written and electronic publications relating to the Services, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by Contractor to County as part of its Services.
- 2.27 **EFFECTIVE DATE:** The term "Effective Date" shall mean the date of execution of this Master Agreement by authorized representative of Contractor and approval of this Master Agreement by County's Board of Supervisors.
- 2.28 **EXTENDED TERM(S):** The term "Extended Term(s)", whether singular or plural, shall have the meaning set forth in Paragraph 10.0 (Term of the Master Agreement).
- 2.29 **FINAL ACCEPTANCE:** The term "Final Acceptance" shall have the meaning set forth in Paragraph 7.0 (Work Order Acceptance) and/or the applicable FP/D or T&M/D Work Order.
- 2.30 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.31 **FIXED PRICE; FP/D:** A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specified fixed price, and delivered per a specific schedule.
- 2.32 **INITIAL ACCEPTANCE:** The term "Initial Acceptance" shall have the meaning set forth in Paragraph 7.0 (Work Order Acceptance) and/or the applicable FP/D or T&M/D Work Order.
- 2.33 **INITIAL TERM:** As used herein, the term "Initial Term" shall have the meaning set forth in Paragraph 10.0 (Term of the Master Agreement).
- 2.34 **INVOICE WITHHOLD:** County may withhold up to twenty percent (20%) of a Deliverable invoice as identified in the applicable Work Order and the total amount withheld from all Deliverable invoices will be paid upon County's Final Acceptance of the applicable Deliverable.
- 2.35 **JOINT IP:** Any Deliverables developed by Contractor in collaboration with County and so designated in a Work Order.
- 2.36 **MASTER AGREEMENT:** A County agreement executed between County and individual Contractors. The Master Agreement includes those documents described in Paragraph 1.0 (Applicable Documents) and sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

- 2.37 **PRE-EXISTING WORK:** The term "Pre-existing Work" shall mean all intellectual property rights to and ownership rights of any computer codes, information, processes, procedures, and other materials (other than Products and Deliverables) developed or otherwise obtained by or for Contractor or Contractor's affiliates, or County, independently of this Master Agreement. Contractor shall identify its Pre-Existing Work, if any, in the applicable Work Order. If Contractor provides County with Pre-Existing Work, but inadvertently does not identify such Pre-Existing Work in the Work Order, such Pre-Existing Work shall remain the property of Contractor if Contractor is able to demonstrate such Pre-Existing Work existed prior to the effective date of the applicable Work Order.
- 2.38 **PRODUCT(S):** The term "Product(s)", whether singular or plural, shall mean any materials comprising commercially-released, pre-release or beta products (whether licensed for a fee or no charge) that Contractor makes available to County for license under a separate license agreement applicable to that Product as published by Contractor, its affiliates, or a third party, or pursuant to another duly executed agreement between the County and Contractor. To the extent Contractor enhances and/or modifies Contractor's licensed Product(s) during the performance of its Services and such enhancements or modifications are integrated into Contractor's licensed Product(s), Contractor may be designated the sole owner of all right, title and interest, to such enhancements or modifications and County shall have a non-exclusive, perpetual, royalty-free, irrevocable, worldwide, and enterprise-wide license to use, reproduce, alter, adapt and modify such enhancements and/or modifications for its business purposes. Where the Services include enhancements and/or modifications of the Contractor's licensed Product(s) such that Contractor intends to make a claim of ownership in accordance with the foregoing, the applicable Work Order shall so state and such claim of ownership shall be subject to agreement by the County in the applicable Work Order.
- 2.39 **QUALIFIED CONTRACTOR:** A Contractor who has submitted a Statement of Qualifications in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications for one or more of the VESSMA Service Categories defined in Exhibit A (VESSMA Services Categories); and has executed this Master Agreement with County.
- 2.40 **REGISTRAR-RECORDER/COUNTY CLERK or RR/CC:** Department Head of the Department of Registrar-Recorder/County Clerk.
- 2.41 **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ):** An open and continuous solicitation for enterprise information technology contractors.
- 2.42 **SERVICE(S):** The term "Service(s)", whether singular or plural, shall mean the services rendered by Contractor in accordance with this Master Agreement, which Services shall be described under a fully executed Work Order, as amended by any fully executed Work Order Amendment(s) thereto.
- 2.43 **STATE:** The State of California.
- 2.44 **STATEMENT OF QUALIFICATIONS (SOQ):** A vendor's written description and proof of requisite experience that qualifies the vendor to provide Services in any of the VESSMA Categories.

- 2.45 **STATEMENT OF WORK (SOW):** A written description of duties and/or tasks and deliverables desired by the County under a specific Work Order as amended by any fully executed Work Order Amendment(s) thereto. Statements of services shall be incorporated into each Work Order to be performed by the Contractor awarded the Work Order.
- 2.46 **TIME AND MATERIALS; T&M:** The defined service or set of services performed by Contractor in response to a defined task, or set of tasks on the basis of direct labor hours at the specified fixed and blended hourly rate set forth in each Work Order, that include wages, overhead, general and administrative expenses, travel and incidental expenses, and profit, and delivered per a specific schedule.
- 2.47 **TOTAL MAXIMUM AMOUNT:** The maximum monetary amount specified as payable to Contractor on a Work Order.
- 2.48 **VENDOR:** An organization/company submitting a bid/proposal in response to the County's solicitation for goods and/or services.
- 2.49 **VENDOR'S OVERALL QUALIFICATIONS:** All minimum qualifications specified in the Request for Statement of Qualifications (RFSQ), this Master Agreement and each applicable Work Order Solicitation (WOS) issued hereunder.
- 2.50 **WARRANTY PERIOD:** The term "Warranty Period" shall have the meaning set forth in Paragraph 9.0 (Work Order Warranty(ies)) and the applicable Work Order.
- 2.51 **WORK ORDER AMENDMENT:** The term "Work Order Amendment(s)" shall mean a work order amendment duly authorized under the terms of this Master Agreement against an open Work Order in accordance with Paragraph 15.3 (Work Order Amendments) with all applicable forms and attachments thereto.
- 2.52 **WORK ORDER:** Work Order, used interchangeably with executed Work Order, is a subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids solicited by way of a Work Order Solicitation and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation, the County shall select the most qualified bid responding to the requirements of the proposed Work Order based on the evaluation criteria set forth herein and in each Work Order Solicitation. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.
- 2.53 **WORK ORDER SOLICITATION (WOS):** Competitive solicitation, structured on a Fixed Price Per Deliverable (FP/D) and/or Time & Materials Per Deliverable (T&M/D) basis, containing the Statement of Work, evaluation and selection criteria, and any other relevant information necessary for Qualified Contractors to bid on a Work Order. The Work Order Solicitation will be sent to the Qualified Contractors in the respective VESSMA Service Categories. The Work Order Solicitation may result in the award of a Work Order for the services identified in the Work Order Solicitation.

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 herein.
- 3.2 Work Orders shall generally conform to Exhibit B (Sample Work Order Solicitation). Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or as amended by any fully executed Work Order Amendment(s) thereto, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.3 The Services are competitively bid among Qualified Contractors in specific VESSMA Service Categories on a project-by-project basis. The Master Agreement is for work performed for a project basis and not for staff augmentation and is not a vehicle to procure Products, materials and/or goods of any kind.
- 3.4 County may solicit bids or proposals for work encompassed within one or more of the VESSMA Service Categories set forth in Exhibit A (VESSMA Service Categories). The County will issue Work Order Solicitations and award Work Orders in accordance with this Paragraph 3.0. In response to such Work Order Solicitations, Qualified Contractors shall bid or propose qualified personnel to satisfy the County's stated requirements. For Work Order(s) awarded to Contractor under this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work, pursuant to the provisions of this Master Agreement and in accordance with subsequent Work Order(s), as set forth herein.
- 3.5 No Qualified Contractor may submit a bid or proposal for any Work Order Solicitation for which it wrote, prepared or otherwise assisted the County in preparing such Work Order Solicitation.

4.0 WORK ORDER SOLICITATION PROCESS

- 4.1 County shall issue a Work Order Solicitation, via any electronic means, to all Qualified Contractors within the respective Service Category(s) on an as-needed basis.
- 4.2 The Work Order Solicitation will be either on a Fixed Price Per Deliverable (FP/D) and/or Time and Materials Per Deliverable (T&M/D) basis and shall contain a Statement of Work describing in detail the particular County project and the work that the selected Qualified Contractor will be required to perform
- 4.3 For any Work Order Solicitation, interested Qualified Contractors within the respective Service Category(s) shall:
1. Propose an individual candidate or a team of qualified candidates, whichever is specified in the Work Order Solicitation, for Fixed Price Per Deliverable (FP/D) or Time and Materials Per Deliverable (T&M/D) Work Order Solicitations. If the Work Order Solicitation requests a team of qualified Consultants, Contractor shall only be allowed to propose one (1) complete team of Consultants and/or subcontractor(s) pursuant to the Work Order Solicitation and the Statement of

Work, unless otherwise stated.

2. Submit a resume on Qualified Contractor's letterhead for the proposed individual or for each proposed team member; ensure name(s) on the resume(s) is(are) candidates' legal name as it appears on their social security card or any other government issued ID. Failure to submit resumes on company letterhead will result in the proposed candidate/proposed team member being disqualified without further consideration.
 3. For Fixed Price Per Deliverable (FP/D) Work Order Solicitations, submit the Fixed Price Per Deliverable (FP/D) quotation as required in the Work Order Solicitation and the Statement of Work.
 4. For Time and Materials Per Deliverable (T&M/D) Work Order Solicitations, submit the hourly rate(s) for each proposed candidate or a blended hourly rate for the team of candidates, together with a good faith or not-to-exceed estimate of hours to complete the work, as required in the Work Order Solicitations and the Statement of Work.
 5. Submit any other requested information as set forth in the Work Order Solicitation and the Statement of Work.
 6. Submit the required documentation, (collectively, the bid or proposal), to the County by the bid submission deadline, to the address, and in the delivery manner (e.g. electronic, etc.) set forth in the Work Order Solicitation.
 7. Failure to submit the bid or proposal by the bid submission deadline to the appropriate destination as set forth in the Work Order Solicitation may immediately disqualify Contractor from further consideration for that particular Work Order.
- 4.4 The submission of, and responses to, questions may be allowed as specified in the Work Order Solicitation.
- 4.5 All candidates proposed by Contractor are subject to both a reference check and a background and security investigation by the County pursuant to Paragraph 14.6 (Background and Security Investigations).

5.0 WORK ORDER EVALUATION AND AWARD PROCESS

- 5.1 The evaluation methodology for every Work Order Solicitation may consist of four (4) components, each weighed and considered as set forth in the applicable Work Order Solicitation:
- a. Cost;
 - b. Quality/Responsiveness of Proposal;
 - c. Candidate(s) Qualifications and Reference(s); and
 - d. Candidate(s) Interview(s)/Product Demonstration(s).

There may also be additional evaluation components specified in each Work Order Solicitation. Using this process, the County shall select the proposal that the County deems to be in the overall best interest of the County.

- 5.2 If required under the Work Order Solicitation, Contractors and/or the Contractor Personnel proposed by the Contractor, shall be available for an interview/demonstrations for the County within three (3) business days after notification to Contractor of the County's intent to interview. Failure to be available for an interview within this time frame may disqualify Contractor from further consideration for the subject Work Order.
- 5.3 Upon the completion of interviews, demonstrations and overall evaluations, the County will notify all Qualified Contractors who responded to the Work Order Solicitation of the County's intent to execute the Work Order with the highest overall rated Qualified Contractor. The prevailing Qualified Contractor shall be required to verify the availability of the Contractor Personnel proposed in the applicable Work Order Solicitation. Where any individual candidate(s) is no longer available, the prevailing Qualified Contractor may replace such individual candidate(s) with Contractor Personnel with equal or greater skill and background. Such replacement candidate(s) shall be subject to all the requirements of this Master Agreement and the applicable Work Order Solicitation, including, but not limited to, a reference check and a background and security investigation pursuant to Paragraph 14.6 (Background and Security Investigations).
- 5.4 Any Work Order Solicitation where the evaluation considers factors other than cost shall be subject to Exhibit K (Evaluation Process for Certain Work Order Solicitations).
- 5.5 Contractor Personnel selected for a Work Order must be available to meet with the County and/or commence work on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for replacement of Consultant from the particular Work Order as determined in the sole discretion of the VESSMA Administrator. In the event Contractor fails to meet the requirements set forth in this Paragraph 5.4 for three (3) incidents within a given County Fiscal Year, County may terminate this Master Agreement pursuant to Paragraph 60.3 (Termination for Default).
- 5.6 The County reserves the right, in its sole discretion, to cancel a Work Order Solicitation at any point in the solicitation process. At no time will Qualified Contractor be reimbursed for any cost associated with its participation in a canceled Work Order Solicitation.
- 5.7 Contractor acknowledges and agrees that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Qualified Contractors under this Master Agreement.
- 5.8 VESSMA Administrator will prepare the VESSMA Work Order for execution, which shall include the Statement of Work (VESSMA Business Associate Agreement).
- 5.9 VESSMA Administrator will forward the Work Order packet to the prevailing Qualified Contractor who shall obtain all necessary and required signatures and other applicable attachments and return same to the VESSMA Administrator.
- 5.10 Once the signed Work Order and all required documents are returned by the Qualified Contractor to the VESSMA Administrator, the VESSMA Administrator shall forward same to the County Work Order Project Manager to secure his or her County department's approval and signature.

- 5.11 Once the County Work Order Project Manager has secured all required signatures on the Work Order, he or she shall return the Work Order to the VESSMA Administrator for final review and execution.
- 5.12 Upon receipt of the signed Work Order from the County Work Order Project Manager, VESSMA Administrator shall review the Work Order for completeness and, when satisfied that all preliminary requirements have been met by the Qualified Contractor and County Work Order Project Manager, cause the Work Order to be officially executed by affixing his or her signature to the Work Order and returning executed copies to the department and the Qualified Contractor to commence work on such Work Order.
- 5.13 No work shall commence under the Work Order until the VESSMA Administrator has formally executed and issued the VESSMA Work Order.

6.0 WORK ORDER APPROVAL AND EXECUTION

All Work Orders issued under this Master Agreement shall be approved and executed as follows:

- 1. For Work Orders in an amount up to Three Hundred Thousand Dollars (\$300,000), the Work Order shall be approved and executed by County's VESSMA Administrator.
- 2. For Work Order in an amount exceeding Three Hundred Thousand Dollars (\$300,000), County's Work Order Project Manager shall provide written notice of such Work Order to County's Board of Supervisors. If County's VESSMA Administrator is informed by the County's Work Order Project Manager that no response or objection to such written notice has been received from County's Board of Supervisors within ten (10) business days from the date of providing such written notice, the Work Order shall be approved and executed by County's VESSMA Administrator.

Following approval and execution, the Work Order shall be issued to Contractor by County's VESSMA ADMINISTRATOR in accordance with the procedures set forth in Paragraph 5.0 (Work Order Evaluation and Award Process).

7.0 WORK ORDER ACCEPTANCE

- 7.1 Work Order Acceptance Criteria shall be as specifically set forth in the Work Order. County Work Order Project Manager shall issue an Acceptance Certificate with respect to any Deliverable or Service performed by Qualified Contractor in accordance with the Work Order Acceptance Criteria.
- 7.2 To the extent applicable, each Work Order will define what is meant by Initial Acceptance, Final Acceptance, Acceptance Criteria and the Warranty Period with respect to any Deliverable or Service performed by Contractor under Work Orders.
- 7.3 If no Acceptance Criteria are specified in the Work Order, Acceptance shall be deemed to occur upon performance of the Services and/or delivery of the Deliverables, in which case no Acceptance Certificate shall be necessary.

8.0 WORK ORDER TERMINATION

Notwithstanding anything to the contrary, all disputes with respect to either party's failure to perform or to fulfill its responsibilities under any Work Order are subject to Paragraph 52.0 (Dispute Resolution Procedure). In the event the parties following the Dispute Resolution Procedure fail to reach an agreement with respect to a Work Order and subject to each party's rights under Paragraph 52.0 (Dispute Resolution Procedure), at County's sole discretion, such Work Order may be terminated in part or whole by County for convenience. After such Work Order termination, Contractor shall:

1. Stop work under this Master Agreement on the agreed upon termination date;
2. Deliver to County all completed work and work in progress;
3. Complete performance of such part of the work as shall not have been terminated; and
4. Not invoice County for Services and/or Deliverables before such Services and/or Deliverables are provided, as Contractor shall not be entitled to any prepayment under this Master Agreement and where such termination is not for any default or breach by Contractor, County will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such termination.

9.0 WORK ORDER WARRANTY(IES) AND UNIQUE TERMS

9.1 WORK ORDER WARRANTIES

1. For the purposes of this Paragraph 9.0 and the Master Agreement and as defined in a Work Order, the "Warranty Period" for any Deliverables provided and Services performed by Contractor pursuant to a Work Order shall have the meaning set forth in the applicable Work Order, including the Statement of Work. If no Warranty Period is specified in the Work Order, the Warranty Period shall be thirty (30) days from Final Acceptance of the Services and/or Deliverables. Contractor represents and warrants that during the Warranty Period all Services and Deliverables under this Master Agreement shall be without Deficiencies, and in accordance with the terms and conditions hereunder and applicable Acceptance Criteria set forth in the Work Order.
2. County must notify Contractor of any warranty Deficiencies within the Warranty Period. Contractor shall promptly correct any and all Deficiencies with the Deliverables and Services occurring during the Warranty Period in accordance with this Paragraph 9.0. The correction of all such Deficiencies shall be at no cost to the County during the Warranty Period.
3. In the event that Contractor is unable to cure any Deficiency within thirty (30) days from the date on which County notifies Contractor of, or Contractor otherwise learns of, such Deficiency, Contractor shall, at County's option, refund to County all fees paid by County for the Deliverables and/or Services County deems to be unusable.

- 9.2 In the event County reasonably finds that the Services do not meet the Work Order specifications as set forth in the applicable Work Order for such Services, County shall inform Contractor in writing how the Services are non-conforming. Such

corrective action may include re-performance of the non-conforming Services at no additional charge or refund to County of fees paid by the County for the Services.

9.3 FURTHER WARRANTIES

1. Contractor further represents, warrants, covenants and agrees that during the term of this Master Agreement:
 - a. Contractor shall comply with the applicable specifications, requirements, standards, and representations set forth in the Master Agreement; and
 - b. Contractor warrants that the Services will be performed using reasonable care and skill and in a professional, timely and workmanlike manner and otherwise in accordance with this Master Agreement and consistent with industry standard practices.
2. In performance of its Services under this Master Agreement, Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," "key lock," "worm," or "Trojan Horse" device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to as a "Disabling Device") which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Master Agreement, nor shall Contractor knowingly permit any subsequent Services under this Master Agreement to cause placement of any Disabling Device on County's systems.
3. To the best of Contractor's knowledge, the Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the Services and Deliverables will not infringe the intellectual property rights of any third party.

9.4 WARRANTY PASS-THROUGH

Contractor shall pass through to County to the fullest extent authorized, any applicable warranty or indemnity offered by any manufacturer of any third-party software product that forms a part of the Services and which are provided by Contractor under this Master Agreement.

9.5 WARRANTY DISCLAIMERS EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS PROVIDED IN THIS MASTER AGREEMENT, ANY WORK ORDER EXECUTED HEREUNDER AND ANY UNDERLYING PRODUCT PURCHASE AGREEMENTS AND/OR PURCHASE ORDERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, DELIVERABLES OR ANY OTHER MATERIALS OR INFORMATION PROVIDED HEREUNDER.

9.6 UNIQUE TERMS

1. For services and work performed and deliverables provided under this Master Agreement in applicable VSAP Election Services and Support Master Agreement Service Categories, the following additional unique terms apply:
2. Ownership of Materials, Software and Copyright
 - a. County shall be the sole owner of all right, title and interest, including copyright, in and to all software and code, and any updates, enhancements, and customizations thereto (hereafter "Custom Code"), and plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
 - b. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
 - c. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. Contractor may not incorporate any of its software into Custom Code delivered hereunder without the express prior written approval of the County and without conveying a fully-paid up royalty free, non-exclusive, license thereto to enable the County to fully enjoy and use said Contractor software incorporated into any Custom Code.
 - d. The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
 - e. Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.6(2)(d) for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.6(2)(c) or for any disclosure which the County is required to make under any state or federal law or order of court.

- f. All the rights and obligations of this Paragraph 9.6(2) shall survive the expiration or termination of this Contract.

3. Patent, Copyright and Trade Secret Indemnification

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

4. USE OF OPEN SOURCE SOFTWARE

- a. Contractor may not use open source code or software in any work, including in Custom Code, provided under a Work Order without the prior written permission of the County. Contractor represents and warrants that the performance of any services, the delivery of any deliverables pursuant to any Work Order, or the use of Custom Code will not cause County to be in violation of any open source licenses or otherwise require the publication of any software or code pursuant to the terms of such open source licenses.

9.7 SOFTWARE WARRANTY

1. Contractor warrants all deliverables and Custom Code provided to the County under any Work Order is provided free from defects in material or workmanship under normal use and service throughout the term and for two years thereafter. Contractor further warrants that all Custom Code shall be free of illicit or harmful code, not contain hidden files or viruses, not replicate, transmit or activate themselves, not alter, damage or erase data or computer programs. All repair covered by this warranty must be done by Contractor, or other such warranty repair facilities of Contractor as designated by Contractor unless Contractor specifically directs that this service be performed at another location. Any defect found to be within this scope of the warranty

will be repaired by Contractor and all charges for labor and material, will be borne by Contractor. Contractor warrants that all Professional Services will be performed in a professional and workmanlike manner.

10.0 TERM OF MASTER AGREEMENT

10.1 INITIAL TERM

This Master Agreement shall go into effect for three (3) years upon the effective date following execution by the Director of the RR/CC or his or her designee, as authorized by the Board of Supervisors, and shall expire on, unless sooner terminated, in whole or in part, as provided herein.

10.2 RENEWAL OPTIONS

The County shall have the sole option to extend the Master Agreement for up to two (2) two-year terms (each an Extended Term). Each such option and extension shall be exercised at the sole discretion of the Director, RR/CC or his or her designee, as authorized by the Board of Supervisors.

10.3 MASTER AGREEMENT EXTENSION

Notwithstanding any other provision of this Paragraph 10.0, a Work Order executed prior to the expiration date of this Master Agreement may be executed with an expiration date up to one hundred eighty days (180) days past the expiration date of this Master Agreement in order to complete a critical project that may be in progress at the end of the Master Agreement term without interruption. Any such Work Order shall automatically extend this Master Agreement's expiration date up to the Work Order expiration date. Such extended Master Agreement expiration date shall only be applicable to such Work Order and shall not extend the expiration date for any other purposes whatsoever, including issuing new Work Orders and/or extending any other Work Order(s).

If the County authorizes the Contractor in writing to perform services on a given work order prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the work order expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given work order.

11.0 CONTRACT SUM

11.1. Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to an executed and satisfactorily performed Work Order. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated for the Services to County Departments by the Board of Supervisors in their approved budgets.

The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such maximum annual expenditures for the duration of the Master Agreement is the Contract Sum.

- 11.2. 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.
- 11.3. 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 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.

12.0 INVOICES AND PAYMENTS

- 12.1. For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order either:
- (1) by Deliverable upon Acceptance of such Deliverable, if performed on a (Fixed Price Per Deliverable (FP/D) basis and/or (2) monthly, if performed on a Time and Materials Per Deliverable (T&M/D)) basis.
- 12.2. County will pay Contractor's invoices only for Services authorized under fully executed Work Orders and in accordance with the Work Order requirements. Payment for all work shall be on either a Time and Materials Per Deliverable (T&M/D) basis or a Fixed Price Per Deliverable (FP/D) basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 48.0 (Liquidated Damages). County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, administrative or miscellaneous expenses, etc. County shall never pre-pay for any Services and no Work Order shall be subject to pre-payment. Contractor will submit an invoice only after performance of the Services covered by the respective invoice.
- 12.3. Contractor shall be responsible for monitoring and controlling the number of hours worked by Contractor Personnel assigned to each Time and Materials Per Deliverable (T&M/D) Work Orders. In the case of Fixed Price Per Deliverable (FP/D) Work Orders, Contractor shall be responsible for monitoring and controlling the tasks and deliverables as specified in the Work Orders. Contractor shall ensure that Contractor Personnel do not work beyond a Work Order expiration date. Contractor shall ensure that the billable work on a Work Order does not exceed the Total Maximum Amount as set forth in each Work Order. Further, Contractor shall ensure that Contractor Personnel who perform work on a Work Order are specified in that Work Order.
- 12.4. Fees for Services listed in a Work Order are exclusive of taxes unless otherwise stated in the respective Work Order. Such taxes, if any, shall be itemized in the applicable invoices. Contractor shall be liable and responsible for payment of any and

- all taxes arising from and/or applying to any and all tasks, deliverables, goods, services, and/or others work performed on Work Orders under this Master Agreement except for sales taxes due to the State of California, if any, for software updates on tangible media. Contractor shall invoice the County for such taxes as part of Contractor's deliverable billing, and Contractor shall pay such taxes collected in this manner to the State of California.
- 12.5. The parties understand that California does not presently impose a State value-added, sales/use, or similar tax on services. In the event such taxes are imposed by California in the future with respect to this Master Agreement, the amounts set forth in the invoices submitted by Contractor shall include applicable California and other state and local sales/use taxes itemized on all Services procured by County pursuant to or otherwise due as a result of this Master Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other state and local sales/use taxes billed by Contractor to County and paid by County to Contractor in accordance with this Master Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all California or any other state or local sales/use tax amounts paid by County as a result of such failure.
- 12.6. Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.
- 12.7. All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Project Manager, or his or her designee, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 12.8. Invoices under this Master Agreement shall be submitted to the bill-to address(es) set forth in the applicable Work Order.
- 12.9. Notwithstanding any other provision of this Master Agreement, and in addition to any other rights of County given by law or provided in this Master Agreement, County may upon written notice to Contractor, withhold all payments for a Work Order while Contractor is not providing Services under and in accordance with the Work Order or is otherwise in default hereunder.
- 12.10. The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order. Each invoice submitted by Contractor shall specify:
1. County issued Work Order number;
 2. Contractor's Master Agreement number;
 3. Period of performance of work being invoiced;
 4. Name(s) of Consultant who performed the work;
 5. In the case of a Time and Materials Per Deliverable Work Order, number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work

Order;

6. A brief description of the Deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), date of written notification of receipt of Services by County's Work Order Project Manager, and the individual amount being billed for each Deliverable, including:
 - a. Entry for any applicable Invoice Withhold amounts stated in the respective Work Order for payments claimed or reversals thereof;
 - b. Entry for any applicable credits due County under the terms of this Master Agreement or reversals thereof; and
 7. The total amount of the invoice.
- 12.11. If no payment terms are specified in the Work Order, the payment terms for any undisputed invoice are thirty (30) calendar days after receipt. Certified Local 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.
- 12.12. In the event discrepancies are found during the invoice review as provided in Paragraph 12.7 above, County's Work Order Project Manager, or his/her designee, will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than within thirty (30) days from the receipt of such disputed invoice by County.
- Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than within fifteen (15) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies" as used in this Paragraph 12.12 shall mean, but it not limited to, the details on the invoice or the receiving report which do not conform to the applicable Work Order.
- 12.13. **DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**
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).
 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.
 3. Any provision of law, grant, or funding agreement requiring a specific form of method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

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

13.0 COUNTY ADMINISTRATION OF MASTER AGREEMENT

County's administrative personnel are listed in Exhibit C (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses of County's administration specified in Exhibit C (County's Administration).

13.1 DEPARTMENT HEAD, RR/CC

The Department Head, RR/CC or his or her designee, shall have the authority to execute new Master Agreements with vendors that have met the qualifications in one or more VESSMA Service Categories and have been selected to become a Qualified Contractor, and terminate Master Agreements in accordance with Paragraph 60.0 (Termination of Master Agreement).

13.2 COUNTY'S VESSMA ADMINISTRATOR

1. County's VESSMA Administrator, or his or her designee, is responsible for the administration of this Master Agreement ensuring that Contractors are in compliance with the terms and conditions of this Master Agreement and that the objectives of this Master Agreement are met.
2. The County's VESSMA Administrator has the authority to negotiate and recommend all changes to this Master Agreement; approve and execute Work Order Solicitations, Addenda, Work Orders, and Work Order Amendments (in accordance with Paragraph 15.3 (Work Order Amendments); add/or delete VESSMA Service Categories in accordance with Paragraph 15.0 (Amendments and Change Notices), maintain and update all records related hereto; and resolve disputes between RR/CC and/or County Departments and the Contractor.
3. The County's VESSMA Administrator is the County's chief contact person with respect to the day-to-day administration of this Master Agreement and will generally be the first person for Contractor to contact with any questions.
4. The County's VESSMA Administrator has the authority to review, determine and approve all Contractor requests to subcontract in accordance with Paragraph 59.0 (Subcontracting).

13.3 COUNTY'S WORK ORDER PROJECT MANAGER

1. The Work Order Project Manager will be responsible for ensuring that the technical standards and task requirements specified in each Work Order are complementary to each other and shall provide on request any information, coordination, documentation, and/or materials as may be reasonably required by Contractor to perform Work Orders;

- a. Coordinating and monitoring the work of Contractor Personnel assigned to the Work Order Project Manager's specific projects, and for
 - b. Monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
 - c. Coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's Personnel on each particular project; and
 - d. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
2. County's Work Order Project Managers are not authorized to make any changes in Work Order rates, dollar totals, periods of performance, or in the terms and conditions of the Work Order or this Master Agreement, except through formally prepared Work Order Amendments executed by the County's VESSMA Administrator as set forth in Paragraph 15.3 (Work Order Amendments).

14.0 CONTRACTOR ADMINISTRATION OF MASTER AGREEMENT

Contractor's administrative personnel are listed in Exhibit D (Contractor's Administration). The Contractor shall notify the County, in writing, of any change in the names or addresses of Contractor's administration specified in Exhibit D (Contractor's Administration) and shall submit a revised Exhibit D (Contractor's Administration).

Contractor shall notify the County of any changes to Exhibit D (Contractor's Administration) in accordance with Paragraph 53.0 (Notices) and shall submit a revised Exhibit D (Contractor's Administration) to the County. Such revised Exhibit D (Contractor's Administration) shall be incorporated into the Master Agreement by this reference.

Contractor's administrative personnel listed in Exhibit D (Contractor's Administration) and all Contractor Personnel shall be W-2 employees of the Contractor. All subcontractor personnel shall be W-2 employees of the subcontractor.

14.1 CONTRACTOR'S PROJECT DIRECTOR

1. Contractor's Project Director is designated in Exhibit D (Contractor's Administration).
2. Contractor's Project Director shall be responsible for Contractor's administration of this Master Agreement and shall coordinate with County's VESSMA Administrator, or his or her designee, with respect to all administrative matters.

14.2 CONTRACTOR'S PROJECT MANAGER

1. Contractor's Project Manager is designated in Exhibit D (Contractor's Administration).
2. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Project Managers on a regular basis with respect to all active Work Orders.

14.3 CONTRACTOR'S AUTHORIZED OFFICIALS

1. Contractor's Authorized Official(s) are designated in Exhibit D (Contractor's Administration).
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.

14.4 APPROVAL OF CONTRACTOR PERSONNEL

1. County has the absolute and ongoing right to approve or disapprove all of Contractor Personnel performing work hereunder and any proposed changes in Contractor Personnel, including, but not limited to, Contractor's Project Manager and Contractor's Project Director.
2. In fulfillment of its responsibilities under this Master Agreement, Contractor shall utilize, and permit utilization of, only staff trained and experienced at appropriate industry standard levels, meet County requirements and, as appropriate, licensed or certified in the technology, trades, tasks, subtasks Deliverables and Services required by this Master Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
3. Subsequent to approval, and at the County's sole discretion, County may disapprove Contractor Personnel and may require the replacement of such personnel with reasonable justification as determined by County. Reasonable justification may include, but is not limited to, change in project priorities, scope, or cost, change in County policies, need for fewer or different personnel, personnel difficulties, performance difficulties, perceived or actual conflicts of interest, or other perceived or actual ethical, legal, or non-legal difficulties. Where a replacement request will result in a delay of Contractor's performance, Contractor shall give County notice of such possible delay within three (3) business days of the receipt of the request for replacement. Thereafter, the parties, acting in good faith, shall consider extending the performance dates in the applicable Work Order; provided, however, the County will not consent to any extensions where the replacement request is due to change in County Board of Supervisors' policies, conflicts of interest, or ethical or legal difficulties.
4. Contractor shall not replace, remove, or reassign, any Contractor Personnel who have been approved by County and assigned to a Work Order without the prior written approval by County's Work Order Project Manager. The only allowed exceptions to this provision are instances of serious illness, death, employment termination, and other such causes beyond Contractor's control.
5. If Contractor desires, or is obliged, to replace, remove, or reassign any Contractor Personnel from a Work Order, Contractor shall furnish County's Work Order Project Manager with a written notice of such intention within three (3) business days of Contractor's determination to take such action. In no event shall Contractor proceed with a discretionary replacement, removal, or reassignment without the advance prior written approval of County's Work Order Project Manager, notwithstanding the exceptions set forth in this Paragraph 14.4.

6. In the event that the County approves Contractor to proceed with a replacement of Contractor Personnel for a Work Order, Contractor shall provide the County with the following:
 - a. Within five (5) business days, propose an equally qualified replacement(s) who meets the minimum qualifications specified in the Work Order.
 - b. Resume of the proposed replacement(s) on Contractor's letterhead.
 - c. An opportunity to interview the proposed replacement(s).
 - d. Proposed replacement(s) whose hourly rate(s) shall not be greater than the hourly rate(s) specified in the Work Order.
 - e. In the event that Contractor is unable to find a replacement(s), the County will terminate the Work Order and may rebid the entire solicitation to all current Qualified Contractors in the respective Service Category(ies).
7. All County approved replacement(s) will be effectuated by way of a Work Order Amendment as set forth in Paragraph 15.3 (Work Order Amendments).
8. Work Orders issued under this Master Agreement are contracts with Qualified Contractors, not with specific individuals. Therefore, individuals transferring from one Qualified Contractor to another Qualified Contractor during the course of a Work Order, may not under any circumstance, transfer the Work Order(s) with the Consultant. In the event that Contractor loses personnel assigned to a Work Order, Contractor shall adhere to the personnel replacement process set forth in this Paragraph 14.4.
9. Contractor Personnel who travel to a single location for more than one year or who are assigned to a project in a location other than their normal work location may be subject to increased U.S. federal, state and local taxes. Where possible, Contractor will manage the length of these assignments to mitigate such personnel being subject to increased tax liabilities and will inform the County in advance when project personnel will be removed from the project site under this paragraph. Notwithstanding the foregoing, Contractor will not remove specified personnel if, prior to their being assigned to the project site for more than one year, County agrees in writing to reimburse Contractor for the amounts payable to its personnel to cover the excess tax liability resulting from their being assigned to the project site for more than one year. Contractor's gross-up of employee compensation is intended to take into account the excess tax liability which may include federal, state, and local taxes. Application of tax law affecting Contractor Personnel will be determined by Contractor.

14.5 CONTRACTOR PERSONNEL IDENTIFICATION

1. All of Contractor Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
2. Contractor shall be responsible for ensuring 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.

3. Contractor shall notify the County within one (1) business day when Contractor Personnel is terminated from a Work Order(s) issued under this Master Agreement. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
4. If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the employee's County ID badge to the County on the next business day after the employee has been removed from working on a Work Order(s) issued under this Master Agreement.

14.6 BACKGROUND AND SECURITY INVESTIGATIONS

1. Background and security investigations of Contractor's staff are required as a condition of beginning and continuing work under resulting Master Agreement. Contractor shall be responsible for the ongoing implementation and monitoring of sub-paragraphs 14.6.1 through 14.6.8.
2. 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. If identified by County as being required for certain Services, additional background investigation(s) may be required. Due to the coronavirus COVID-19 pandemic, County may also require the Background Check to include verification of COVID-19 vaccination status and/or testing of Contractor's staff. 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.
3. No personnel employed by the Contractor or Subcontractor for this service having access to Departmental information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the employee for this service is approved in writing by the County.
4. 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.
5. 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.

6. Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 14.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.
7. No Contractor or Subcontractor staff providing services under this Master Agreement shall be on active probation or parole.
8. Contractor or Subcontractor staff performing services under this Master Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

14.7 CONFIDENTIALITY AND SECURITY

1. Contractor shall protect the security and maintain the confidentiality of all records, materials, documents, data, and/or other information received, obtained and/or produced under the provisions of this Master Agreement (collectively, County Confidential 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. Upon written notice from County to Contractor, regarding non-compliance by Contractor with applicable laws, rules, regulations, ordinances, directives, guidelines, policies and/or procedures, Contractor shall have up to fifteen (15) calendar days to correct any noncompliance and provide a written response to County regarding compliance. The County shall determine, in its sole discretion, whether the Contractor has complied with the provisions of this Paragraph. Nothing in this Paragraph shall in any way limit the County's rights and remedies under this Agreement or as provided by law, including the County's rights to terminate the Master Agreement and any Work Order issued hereunder, in part or in whole, the County's rights to assess or recover liquidated damages, or the County's rights to be indemnified by Contractor. Contractor shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in County's computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by County, without County's prior written approval.
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 14.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate

defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
4. Contractor shall sign and adhere to the provisions of Exhibit F (Forms Required for Each Work Order Before Work Begins).
5. Contractor shall ensure that only those employees and/or non-employees required to perform the Services covered by this Master Agreement have access to County Confidential Information. All records, materials, documents, and/or other information of any kind obtained from County and all reports developed by Contractor and/or its subcontractors under this Master Agreement are confidential to and are solely the property of the County.
6. Contractor shall take the steps necessary to ensure that confidential records, materials, documents, data, and/or other information of any kind obtained from County shall not be copied or reproduced by any method without the express, written approval of the County's Work Order Project Manager.
7. Contractor acknowledges that a breach by Contractor of this Paragraph 14.7 may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under this Paragraph 14.7 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 14.7.
8. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor Personnel) for disclosure of any County Confidential Information, Contractor shall promptly notify County's VESSMA Administrator. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and fully cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

15.0 AMENDMENTS AND CHANGE NOTICES

15.1 AMENDMENTS TO MASTER AGREEMENT

1. BOARD OF SUPERVISORS/CHIEF EXECUTIVE OFFICE CHANGES

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Department Head, RR/CC or his or her designee.

2. MASTER AGREEMENT AMENDMENTS

- a. In accordance with Paragraph 16.0 (Assignment and Delegation), any assumption, assignment, delegation, company name change or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, company name change or any other mechanism, under the Master Agreement, shall be done pursuant to an Amendment to the Master Agreement that is prepared by County and executed by the Contractor and the Department Head, RR/CC or his or her designee. Such Amendment will be prepared only after County has granted its prior written approval.
- b. Notwithstanding any other provisions of this Paragraph 15.1, for any change which affects the scope of work, term, payments, any condition, or any rights or obligations of this Master Agreement, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Department Head, RR/CC or his or her designee.
- c. Extensions of Term – The Department Head, RR/CC or his designee may, at his sole discretion, authorize the County's VESSMA Administrator to extend this Master Agreement in accordance with Paragraph 10.0 (Term of Master Agreement). The Contractor agrees that such extensions of the term shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of the term, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and the Department Head, RR/CC or his or her designee.
- d. Addition/Deletion of VESSMA Service Categories – Throughout the term of this Master Agreement the County's VESSMA Administrator or his or her designee may, at his or her sole discretion, add to or delete from the VESSMA Service Categories set forth in Exhibit A (VESSMA Service Categories). To add or delete VESSMA Service Categories, a Change Notice to the Master Agreement will be prepared by County and executed by the Contractor and the Department Head, RR/CC or his or her designee.

15.2 CHANGE NOTICES TO MASTER AGREEMENT

Notwithstanding any other provisions of this Paragraph 15.0 (Amendments and Change Notices), for any change which does not affect the scope of work, term, payments, any condition or any rights or obligations of this Master Agreement, a Change Notice shall be prepared by County and executed by the Contractor and the County's VESSMA Administrator or his or her designee.

15.3 WORK ORDER AMENDMENTS

- 15.3.1 For any Work Orders issued under this Master Agreement, changes that affect the Statement of Work, hourly rates, Total Maximum Amount, deliverable prices, changes extending the period of performance of any Work Order, and/or changes substituting or modifying the assignment of Contractor Personnel, a Work Order Amendment shall be prepared and executed by the Contractor and the County's VESSMA Administrator or his or her designee.

- 15.3.2 Once executed, Work Orders may only be amended at the sole discretion of the Director, RR/CC.
- 15.3.3 Amendments to Work Orders may only occur prior to the Work Order's expiration date (no retroactive amendments will be permitted).
- 15.3.4 Amendments to Work Orders will not be permitted if the desired amendment substantively alters the initial Statement of Work to such an extent as to have rendered the initial solicitation process as unfair to other vendors who participated in the solicitation. Such determination shall be solely within the discretion of the Director, RR/CC.
- 15.3.5 To commence the Work Order Amendment process, the County's Work Order Project Manager and the Contractor shall meet and agree upon the need and justification for a Work Order Amendment. Once both parties agree, the County Work Order Project Manager and Contractor shall prepare an Amendment to the original Work Order and submit the Amendment to the VESSMA Administrator for approval:
- 15.3.6 Upon receipt of the above documents, VESSMA Administrator shall:
 - a. Determine whether or not a Work Order Amendment is permissible under the VESSMA;
 - b. Determine whether or not the supporting documentation submitted by the County's Project Manager and Contractor justify a Work Order Amendment;
 - c. Inform the County Work Order Project Manager if the desired Work Order Amendment was found to be permissible and justified; and
 - d. If approved, sign and return the Work Order Amendment to the County's Work Order Project Manager;Said signed approval of the Work Order Amendment by the VESSMA Administrator and all supporting documentation shall collectively constitute the executed Work Order Amendment.
- 15.3.7 No work on the Work Order Amendment shall commence until such time as the VESSMA Administrator has formally executed and issued the Work Order Amendment.

16.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 16.1 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.
- 16.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a

written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

- 16.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 16.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

17.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Master Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

18.0 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.

19.0 PROPRIETARY CONSIDERATIONS

19.1 PRE-EXISTING WORK

Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services in any Work Order, each party grants to the other part (and Contractor's contractors and County's contractors and other agents, as necessary) a temporary, non-exclusive, paid-up license to use, execute, reproduce, display and perform, any of its Pre-existing Work provided to the other party solely for the performance of such Services during the term of this Master Agreement. To the extent any Contractor Pre-existing Work is incorporated into any Deliverables, Contractor grants County a non-exclusive, perpetual, irrevocable, fully paid-up license to use, reproduce and modify (if applicable) Contractor's Pre-existing Work in the form delivered to County as part of the Deliverables, provided that the Contractor Pre-existing Work is not used, copied or distributed separately from the Deliverables by County.

19.2 RIGHTS TO DELIVERABLES

1. COUNTY IP. County shall be the sole owner of all right, title and interest, including copyright, in and to all Deliverables designated as County IP in the applicable Work Order. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such County IP, including any copyright, patent and trade secret rights which arise pursuant to Contractor's provision of the applicable Services under this Master Agreement. Contractor shall affix the following notice to all County IP in the form of documentary and software items originated pursuant to this Master Agreement: "© Copyright, (such date as may be appropriate, i.e. 2016, etc.), County of Los Angeles. All rights Reserved." Contractor shall affix such notice: (1) at the beginning and at the end of any and all source code, such that on storage media and on printouts the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title or inside cover page of all system, user, and technical documentation; and (4) as otherwise may be directed by County.
2. JOINT IP. Upon payment in full, Contractor grants County joint ownership of any Deliverables designated as Joint IP in the applicable Work Order. Joint ownership means that each party has the right to independently exercise any and all rights of ownership now known or hereafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Joint IP for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties. County agrees to exercise its joint ownership rights for its business operations only and County will not resell Joint IP to any third party. Each party shall be the sole owner of any modifications that it makes to Joint IP. County business operations shall include use of Joint IP by all governmental entities (including agencies and cities) located within the Los Angeles County political/geographic borders for such entities' own internal business operations. Such other entities are prohibited from any other use and assignment, and County shall state those prohibitions in writing to such other entities to which County makes any assignment or permits any use.
3. TOOLS. Contractor shall retain sole and exclusive ownership rights in and to any tools or scripting applications developed or created by Contractor during the performance of Services hereunder (collectively, "Tools"). To the extent the Deliverables includes any Tools and/or County requires use of such Tools to permit County to use the Deliverables, Contractor shall be deemed to have granted County a nonexclusive, perpetual, royalty-free, irrevocable, worldwide, and enterprise-wide license to use, reproduce, alter, adapt, modify and display such Tools to permit County to receive the full benefit of the use of the Deliverables, including exercising any rights granted to it in Subparagraphs 19.2(1) and 19.2(2), provided that such Tools are not used, copied or distributed separately from the Deliverables by County.
4. RESIDUALS. Nothing in Paragraph 14.7 (Confidentiality and Security) of this Master Agreement shall preclude Contractor from using any general information, ideas, concepts, know-how, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise (collectively, "Residual Information") which Contractor's employees or subcontractors retain in their unaided memory

and derive from the performance of Services hereunder, and which are no more than skillful variations of general processes known to the computer data processing and/or information technology industries, provided, however, that Contractor does not breach its confidentiality obligations hereunder. This use does not grant Contractor any rights under the County's copyright and patent rights and does not require the payment of royalties or a separate license.

19.3 NO PRODUCT PROVIDED

No Product shall be provided through or licensed under this Master Agreement.

20.0 INTENTIONALLY OMITTED

21.0 COMPLIANCE WITH APPLICABLE LAW

21.1 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. Contractor shall have up to fifteen (15) calendar days to correct any noncompliance with County rules, regulations, ordinances, guidelines and directives following written notice from County to Contractor, including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

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 reasonable judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 21.2 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.

22.0 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 E (Contractor's EEO Certification).

23.0 COMPLIANCE WITH COUNTY PROCEDURES

Contractor agrees to comply with County's security and safety rules, policies and procedures (in this Paragraph 23.0, "procedures") while performing Services on County's site, provided that such procedures do not violate any State, local, or Federal laws (including privacy laws); that such procedures are expressly applicable to Contractor's provision of Services at the site at which Contractor is performing Services under this Master Agreement; that County makes available to each Contractor Personnel performing Services at County's site prior to commencement of such Services; that such procedures do not modify or amend the terms and conditions of the Master Agreement, and that County provides Contractor with any training regarding the procedures as reasonably requested by Contractor.

24.0 ARM'S LENGTH NEGOTIATIONS

This Master Agreement is the product of arm's length negotiations between Contractor and County. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Master Agreement is to be interpreted fairly as between the parties and not strictly construed as against either party.

25.0 CONFLICT OF INTEREST

- 25.1 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.
- 25.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of 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 Paragraph 25.0 shall be a material breach of this Master Agreement.

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

26.1 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.

26.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

26.3 NON-RESPONSIBLE CONTRACTOR

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

26.4 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

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.

26.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of County Contractors.

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

- 27.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 27.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

28.0 CONTRACTOR'S WARRANTY AGAINST CONTINGENT FEES

- 28.1 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.
- 28.2 Intentionally Omitted
- 28.3 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.

29.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis or as-needed. 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 this Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors ("Board") and listed in the appropriate contractor performance data base. 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. The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

30.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County's VESSMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Master Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

31.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's VESSMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's VESSMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor Personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's VESSMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager.

32.0 PHYSICAL ALTERATIONS OF COUNTY FACILITIES

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County's VESSMA Administrator and the applicable Department's Chief Information Office or Information Technology Manager.

33.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 33.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage, except normal wear and tear, 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.
- 33.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Master Agreement, County may deduct such costs from any amounts due Contractor from County under this Master Agreement.

34.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use best efforts to ensure that no Contractor Personnel shall perform Services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his physical or mental performance.

35.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign Contractor Personnel under the age of eighteen (18) to perform work under this Master Agreement. All Contractor Personnel working at County facilities must be able to communicate in English.

36.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 36.1 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.
- 36.2 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.

37.0 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile and other electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments, Work Order Amendments, and Change Notices prepared pursuant to Paragraph 15.0 (Amendments and Change Notices), and Work Orders prepared and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to

Amendments, Work Order Amendments, Change Notices, and Work Orders to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

38.0 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, California Labor Code and wage orders of the Industrial Welfare Commission (IWC) 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, California Labor Code, and IWC wage orders for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

39.0 FORCE MAJEURE

- 39.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). For avoidance of doubt, force majeure events shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder, or (d) the coronavirus COVID-19 pandemic.
- 39.2 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 paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 39.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use 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.

40.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's

or its Subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing the Services on-site, such staff members may perform any or all of the Services remotely.

41.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California 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.

42.0 INDEPENDENT CONTRACTOR STATUS

42.1 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.

42.2 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.

42.3 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.

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.

42.4 Contractor shall adhere to the provisions stated in Paragraph 14.7 (Confidentiality and Security).

43.0 INTELLECTUAL PROPERTY INDEMNIFICATION

43.1 Contractor represents and warrants that, as of the Effective Date, (a) Contractor has the full power and authority to grant the rights granted by this Master Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the Deliverables provided by Contractor under this Master Agreement, including any open-source or freeware or any other software provided and utilized by Contractor for provision of such Services, without interruption of system use or business operations, subject only to County's payment obligations under this Master Agreement, (d) this Master Agreement, the Services and/or the Deliverable(s) are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the term of this Master Agreement, Contractor shall not subordinate this

Master Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Deliverable(s) and/or Services (or any part thereof) in accordance with this Master Agreement.

- 43.2 Contractor shall indemnify, hold harmless and defend the County Indemnitees, as defined below, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from any claims made by a third party for or by reason of any actual or alleged infringement of any third party's U.S. patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to this Master Agreement and/or the operation and utilization of the Deliverables, and/or any other products of the Services provided under this Master Agreement (Infringement Claim). Notwithstanding the foregoing, Contractor shall have no indemnity obligation for Infringement Claims arising from: (a) the development of custom software code required by County and based on specifications provided by County and where Contractor has advised County of potential infringement in writing; (b) County's failure to implement an update, change or enhancement to an item provided by Contractor, provided that Contractor provides the change, update or enhancement at no additional charge to County and provides County with written notice that implementing the change, update or enhancement would avoid the infringement; (c) the combination of the subject of the Infringement Claim with third party products and/or services, where the claim arises from the combination. County shall inform Contractor as soon as practicable of any Infringement Claim and shall support Contractor's defense and settlement thereof. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 43.3 In the event any Deliverable and/or any other product of the Services under this Master Agreement (Indemnified Item(s)) 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 such Indemnified Item is not materially impeded, shall either:
1. Procure for County all rights to continued use of the questioned Indemnified Item; or
 2. Replace the Indemnified Item with a non-questioned item; or
 3. Modify the questioned Indemnified Item so that it is free of claims.
- If none of these options is reasonably available to Contractor, the County shall cease using the Indemnified Item and Contractor shall refund all fees paid by County to Contractor for such Indemnified Item.
- 43.4 Due to the type and nature of Services requested in this Master Agreement, the Contractor's obligations as set forth in this Paragraph 43.0 (Intellectual Property Indemnification) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation and any terms in any resultant Work Order which limit, relieve or decrease the Contractor's obligations with respect to this Paragraph 43.0 (Intellectual Property Indemnification) shall be void and of no effect.

44.0 CONTRACTOR ACTS AND/OR OMISSIONS INDEMNIFICATION

- 44.1 Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all third party liability, including, but not limited to, claims demands, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 44.2 Contractor shall pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim.
- 44.3 Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation in the Contractor's defense and any related settlement negotiations. Any legal defense shall be conducted by Contractor and counsel of its choice. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at County's sole cost and expense.
- 44.4 In the event Contractor fails to provide County with a full and adequate defense, as County determines, County shall be entitled to retain its own counsel and receive 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 on behalf of County without the County's prior written approval.
- 44.5 Due to the type and nature of Services requested in this Master Agreement, the Contractor's obligations as set forth in this Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation and any terms in any resultant Work Order which limit, relieve or decrease the Contractor's obligations with respect to this Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification) shall be void and of no effect.

45.0 LIMITATION OF LIABILITY

- 45.1 Except as set forth herein, any monetary liability of Contractor to County with respect to each Work Order shall be limited to the amount of damages up to and including one and one half times the Total Maximum Amount of the applicable Work Order, or the insurance limits required in Paragraph 47.0 (Insurance Coverage), whichever is greater. Except as to cover costs set forth in Paragraph 60.3 (Termination for Default), and Contractor's breach of the paragraphs set forth in Paragraph 45.4, Contractor or County shall not be liable to the other for any special, incidental, indirect, or exemplary damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.
- 45.2 Nothing in this Paragraph 45.0 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with Paragraph 48.0 (Liquidated Damages) and the requirements of the applicable Work Order.

- 45.3 Nothing in this Paragraph 45.0 shall limit Contractor's liability for personal injury and/or property damage caused by Contractor's negligent, tortious, and/or unlawful acts and/or omissions.
- 45.4 Any monetary liability of Contractor arising from Contractor's obligations to County under Paragraph 21.0 (Compliance with Applicable Law), Paragraph 36.0 (Employment Eligibility Verification), Paragraph 38.0 (Fair Labor Standards), Paragraph 43.0 (Intellectual Property Indemnification), Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification), Paragraph 46.0 (General Provision for all Insurance Coverage), Paragraph 14.7 (Confidentiality and Security) and Paragraph 59.0 (Subcontracting) shall be limited to the amount of damages set forth on Exhibit L (VESSMA Risk Schedule).
- 45.5 The remedies specified in Paragraph 9.0 (Work Order Warranty(ies)) are the sole and exclusive remedies provided for breach of the warranties set forth in Paragraph 9.1 (Work Order Warranty(ies)).
- 45.6 The remedies set forth in this Paragraph 45.0 (Limitation of Liability) are not exclusive, and their application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Master Agreement.
- 45.7 Due to the type and nature of Services requested in this Master Agreement, the limitations of liability set forth in this Paragraph 45.0 (Limitation of Liability) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation and any terms in any resultant Work Order which limit, relieve or decrease the Contractor's obligations with respect to this Paragraph 45.0 (Limitation of Liability) shall be void and of no effect.

46.0 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 Paragraphs 46.0 and 47.0 (Insurance Coverage) 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.

46.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

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

complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name and/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 Dollars (\$50,000), and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to the VESSMA Administrator, listed in Exhibit C (County's Administration), Attention: VESSMA Insurance.
5. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

46.2 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.

46.3 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 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 in accordance with Paragraph 60.0 (Termination of Master Agreement).

46.4 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 in accordance with Paragraph 60.3 (Termination for Default). 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.

46.5 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.

46.6 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.

46.7 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 foregoing shall not apply to Contractor's Professional Liability Insurance. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

46.8 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

46.9 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.

46.10 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claim 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.

46.11 APPLICATION OF EXCESS LIABILITY COVERAGE

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

46.12 SEPARATION OF INSURED

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.

46.13 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, corporate certificate, and/or 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.

46.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

47.0 INSURANCE COVERAGE

Due to the types and nature of the products and services requested in this Master Agreement, the limits and types of insurance may be adjusted in each Work Order Solicitation.

47.1 COMMERCIAL GENERAL LIABILITY INSURANCE

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

47.2 AUTOMOBILE LIABILITY INSURANCE

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 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.

47.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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

47.4 TECHNOLOGY ERRORS & OMISSIONS INSURANCE

Technology Errors & Omissions insurance naming County and its Agents as an additional insured, and including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) systems integration (4) systems design, consulting, development and modification (5) data entry, modification, verification, retrieval or preparation of data output, and any other services provided by the vendor with limits of \$10 million.

47.5 CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage with limits of not less than \$10 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.

47.6 PROPERTY COVERAGE INSURANCE

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO

policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

47.7 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 Master Agreement's expiration, termination or cancellation.

48.0 LIQUIDATED DAMAGES

48.1 If, in the judgment of the Department Head, RR/CC or his or her designee, acting reasonably, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, upon the provision of written notice of such noncompliance to the Contractor and the Contractor's failure to cure any such noncompliance within ten (10) days, the Department Head, RR/CC or his or her designee, at his or her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment due and payable or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, RR/CC or his designee, in a written notice describing the reasons for said action.

48.2 If the Department Head, RR/CC or his or her designee, acting reasonably, determines that there are material deficiencies in the performance of a Work Order that the Director, RR/CC or his or her designee, deems are correctable by the Contractor over a certain time span, the Director, RR/CC or his or her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, RR/CC or his or her designee may:

1. Deduct from the Contractor's payment, pro rata, those applicable portions of the Total Maximum Amount for the applicable Work Order; and/or
2. 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, and that the Contractor shall be liable to the County for liquidated damages in said amount. The parties agree that the amount of the liquidated damages for each Work Order shall be limited to the Total Maximum Amount of the applicable Work Order. Said amount shall be deducted from the County's payment to the Contractor; and/or
3. 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 workforce or separate private contractor, will be deducted and

forfeited from the payment to the Contractor from the County, as determined by the County.

4. The action noted in this Paragraph 48.2 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.
5. This Paragraph 48.0 (Liquidated Damages) 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 this Paragraph 48.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

49.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 49.1 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.
- 49.2 Contractor shall certify to, and comply with, the provisions of Exhibit E (Contractor's EEO Certification).
- 49.3 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.
- 49.4 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.
- 49.5 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.
- 49.6 Contractor shall allow County representatives access to the Contractor's employment records applicable to the Services provided hereunder during regular business hours to verify compliance with the provisions of this Paragraph 49.0 (Nondiscrimination and Affirmative Action) when so requested by the County. County shall endeavor to provide at least seven days' written notice of any such verification and shall not unduly interfere with Contractor's operations in conducting its review. County's access to such records shall be subject to applicable laws and any employment records shall be kept confidential to the extent required by law.

- 49.7 If the County finds that any provisions of this Paragraph 49.0 (Nondiscrimination and Affirmative Action) 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.
- 49.8 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.

50.0 NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict County from acquiring similar, equal or like Services from other entities or sources.

51.0 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.

52.0 DISPUTE RESOLUTION PROCEDURE

- 52.1 Contractor and County agree to act promptly to mutually resolve any disputes which may arise with respect to this Master Agreement. All such disputes shall be subject to the provisions of this Paragraph 52.0 (collectively, "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 52.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which either party, in its reasonable discretion, determines should be delayed as a result of such dispute and as necessary to resolve such dispute. If Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs.
- 52.3 Contractor shall notify the County Work Order Project Manager of any dispute between the County and the Contractor regarding the performance of services of a Work Order as stated in this Master Agreement. If the County Work Order Project Manager is not able to resolve the dispute within a reasonable time not to exceed ten (10) business days from the date of submission of the dispute, the County's VESSMA Administrator, or his or her designee, shall resolve the dispute. If the County's

VESSMA Administrator, or his or her designee, is not able to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, the Department Head, RR/CC or his or her designee, shall resolve the dispute. The Department Head, RR/CC or his or her designee shall attempt to resolve the dispute within ten (10) days from the date of submission of the dispute; provided, however, the foregoing time to resolution may be extended by the mutual agreement of the parties.

- 52.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Master Agreement and/or its rights and remedies as provided by law.
- 52.5 In the event a Dispute Resolution Procedure under this Paragraph 52.0 (collectively, "Dispute Resolution Procedure") is invoked due to either party's failure to perform or fulfill its obligations under a Work Order hereunder (hereinafter in this Paragraph 52.0 (collectively, "Dispute Resolution Procedure") "Work Order Non-Performance"), and Contractor continues without delay its performance under such Work Order in accordance with Paragraph 52.2 above, then, should the Dispute Resolution be resolved in favor of Contractor, County and Contractor shall agree upon the cost of the party's such continued performance resulting from the Work Order Non-Performance. If it is found that Contractor did suffer cost for continuing to perform that resulted from the Work Order Non-Performance, then the parties will execute a Work Order Amendment in accordance with Paragraph 15.3 (Work Order Amendments) for adjusting the Work Order amount by the agreed upon cost to Contractor.
- 52.6 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this Paragraph 52.0 (collectively, "Dispute Resolution Procedure"), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 52.7 Notwithstanding any other provision of this Master Agreement, County's right to terminate this Master Agreement pursuant to Paragraph 60.2 (Termination for Convenience), Paragraph 60.3 (Termination for Default), Paragraph 60.4 (Termination for Improper Consideration), Paragraph 60.5 (Termination for Insolvency), or any other termination provision hereunder, and a party's right to seek injunctive relief to enforce the provisions of Paragraph 19.0 (Proprietary Considerations) and Paragraph 14.7 (Confidentiality and Security), shall not be subject to this Dispute Resolution Procedure.

53.0 NOTICES

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

54.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of each Work Order and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

55.0 PUBLIC RECORDS ACT

55.1 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 Paragraph 57.0 (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 may be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County 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.

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.

55.2 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.

56.0 PUBLICITY

56.1 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:

1. Contractor shall develop all publicity material in a professional manner; and
2. During the term of this Master Agreement, 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 VESSMA Administrator or his or her designee. The County shall not unreasonably withhold written consent.

56.2 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,

provided that the requirements of this Paragraph 56.0 (Publicity) shall apply.

57.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 57.1 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. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. 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; provided, however, the foregoing payment obligation shall not apply if Contractor can provide all such material to County via electronic means, obviating the need for travel.
- 57.2 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).
- 57.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 57.0 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 57.4 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.

58.0 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.

59.0 SUBCONTRACTING

- 59.1 The requirements of this Master Agreement may be subcontracted for any Work Order solely with the advance written 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.
- 59.2 If the Contractor desires to subcontract for Work Orders, the Contractor shall provide the following information promptly at the County's request:
1. A comprehensive description of the work to be performed by the subcontractor at the time of bid submission when responding to a Work Order Solicitation;
 2. A draft copy of the proposed subcontract (private and proprietary information may be redacted); and
 3. Other pertinent information and/or certifications requested by the County.
- 59.3 Contractor shall indemnify and hold harmless County under and in accordance with Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification) 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 Personnel.
- 59.4 Contractor shall remain fully responsible for all performances required of it under this Master Agreement and any resultant Work Order(s), including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 59.5 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. Contractor is responsible to notify its subcontractors of this County right prior to subcontractors commencing performance under this Master Agreement.
- 59.6 County's VESSMA Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. County's VESSMA Administrator will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on a case-by-case basis.
- 59.7 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.
- 59.8 Contractor shall obtain an executed Exhibit F (Forms Required for Each Work Order Before Work Begins) for each subcontractor approved to perform work under this Master Agreement; and certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor shall ensure delivery of all such documents to VESSMA Administrator as listed in Exhibit C (County's Administration) before any

subcontractor employee may perform any work hereunder.

60.0 TERMINATION OF MASTER AGREEMENT

60.1 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILDSUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 75.0 (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 ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 60.3 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

60.2 TERMINATION FOR CONVENIENCE

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 thirty (30) days after the notice is sent.
2. Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
 - a. Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - b. To the extent applicable, transfer title, and deliver to County all completed work and work in process; and
 - c. Complete performance of such part of the work as shall not have been terminated by such notice.
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 Paragraph 57.0 (Record Retention and Inspection/Audit Settlement).

60.3 TERMINATION FOR DEFAULT

1. County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of Department Head, RR/CC, or his or her designee:
 - a. Contractor has materially breached this Master Agreement;
 - b. Contractor fails to maintain insurance pursuant to Paragraph 46.0 (General Provisions for All Insurance Coverage).
 - c. Contractor fails to make Contractor Personnel available by the Work Order start date on three (3) separate occasions pursuant to Paragraph 5.0 (Work

Order Evaluation and Award Process).

- d. Contractor fails to provide the required forms to County completed and prior to commencing on a Work Order pursuant to Paragraph 5.0 (Work Order Evaluation and Award Process).
 - e. 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
 - f. 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.
2. If no cure period is specified in County's notice of termination for default pursuant to this Paragraph 60.3, Contractor shall have fifteen (15) days to cure prior to termination provided that nothing in this Paragraph 60.3(2) shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor, as otherwise set forth in this Master Agreement. Notwithstanding the foregoing, the County shall have the right to immediately terminate this Master Agreement for default where the Contractor has breached its confidentiality obligations.
 3. In the event that the County terminates this Master Agreement in whole or in part as provided in this Paragraph 60.3, 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 (collectively, "Cover Costs"). The County agrees that the amount of the Cover Costs for each Work Order shall be limited to the Total Maximum Amount of the applicable Work Order. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
 4. Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in this Paragraph 60.3 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 Paragraph 60.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

5. If, after the County has given notice of termination under the provisions of this Paragraph 60.3, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 60.3, or that the default was excusable under the provisions of this Paragraph 60.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 60.2 (Termination for Convenience).
6. The rights and remedies of the County provided in this Paragraph 60.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

60.4 TERMINATION FOR IMPROPER CONSIDERATION

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

60.5 TERMINATION FOR INSOLVENCY

1. The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
 - a. 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;
 - b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a Receiver or Trustee for the Contractor; or
 - d. The execution by the Contractor of a general assignment for the benefit of creditors.

2. The rights and remedies of the County provided in this Paragraph 60.5 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

60.6 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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.

60.7 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.

60.8 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

27.0 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

60.9 EFFECT OF TERMINATION

1. In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:
 - a. Contractor shall continue the performance of this Contract to the extent not terminated.
 - b. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and/or Deliverables and Services and/or Deliverables in progress, in a media reasonably requested by County, if applicable.
 - c. Where such termination is not for any default or breach by Contractor, County will pay to Contractor all sums due and payable to Contractor for Services

properly performed through the effective date of such expiration or termination.

- d. Contractor shall return to County, all monies paid in advance by County, yet unearned by Contractor, including any prepaid fees, no later than thirty (30) days after the date of County's termination of any (or all) of the Work Order(s) under this Contract and/or the Contract, whether such termination is for convenience or any default or breach hereunder.
 - e. Contractor shall promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by County in a media reasonably requested by County.
2. Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

61.0 Intentionally Omitted

62.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

62.1 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 G (Jury Service Ordinance) and incorporated by reference into and made part of this Master Agreement.

62.2 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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 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 Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the sub-contract 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 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 contracts for a period of time consistent with the seriousness of the breach.

63.0 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 consideration for such employment openings within the County 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. The County will refer such employees to the Contractor.

64.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

- 64.2 In the event that both laid-off County employees and GAIN/GROW participants are

available for hiring, County employees shall be given first priority.

65.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

65.1 This Master Agreement, subsequent Work Order Solicitations, and resultant Work Order(s), if any, are 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.

65.2 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 LSBE.

65.3 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 LSBE.

65.4 If 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 and/or Work Order(s) to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the work order amount and what the County's costs would have been if the Work Order 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 percent (10%) of the amount of the Work Order; 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 of California and the Department of Consumer and Business Affairs of this information prior to responding to a Work Order Solicitation or accepting a Work Order award.

66.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

66.1 This Master Agreement, subsequent Work Order Solicitations, and resultant Work Order(s), if any, are 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.

66.2 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.

66.3 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.

66.4 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 and/or Work Order(s) to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the work order amount and what the County's costs would have been if the Work Order 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 percent (10%) of the amount of the Work Order; 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.

67.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

67.1 This Master Agreement, subsequent Work Order Solicitations and resultant Work Orders, if any, are 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.

67.2 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.

67.3 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.

67.4 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 or Work Order(s) to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the work order 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 percent (10%) of the amount of the Work Order; 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 Work Order Solicitation or accepting a Work Order award.

68.0 TIME OFF FOR VOTING

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

69.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Master Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, which are required for Contractor to perform Services under this Master Agreement. Contractor shall further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Master Agreement all licenses, permits, registrations, accreditations and certificates which are required for their performance hereunder. Upon County's request, a copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to the Department Head, RR/CC listed in Exhibit C (County's Administration).

70.0 USE OF FEDERAL FUNDS

If any Federal funds are to be used to pay portion for any of Contractor's work under this Master Agreement, the County shall notify Contractor in writing in advance of issuing the respective Work Order for such Services and give Contractor the opportunity to review all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations so that Contractor can determine whether to accept such Federally funded Work Order. If such Work Order is accepted, Contractor shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

71.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of three (3) years following the furnishing of Services under the respective Work Order, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs Contractor charged for the Services provided thereunder. Furthermore, if Contractor carries out any of the Services provided

hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

72.0 DATA DESTRUCTION

If Contractor maintains, processes, or stores County's data and/or information, implied or expressed, Contractor shall have the sole responsibility to certify that the data and information has been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at:

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable. Contractor shall certify that any County Data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County Data was destroyed and is unusable, unreadable, and/or undecipherable.

73.0 INFORMATION SECURITY

73.1 SYSTEM SECURITY

Contractor shall provide all work utilizing security technologies and techniques in accordance with Contractor's standard practices and applicable County security policies, procedures and requirements provided by County to Contractor as set forth in the applicable Work Order, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing and should the applicable Work Order so specify, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies designed to prevent the introduction of any Disabling Device described in Paragraph 9.0 (Work Order Warranty(ies)) into any County system.

73.2 DATA SECURITY

County is responsible for (i) any data and the content of any database that County makes available to Contractor in connection with a Work Order under this Master Agreement, (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use and transmission of such data, and (iii) backup and recovery of such database and any stored data.

Contractor's responsibilities regarding such data or database, including any

confidentiality and security obligations, that are specified in the Work Order applicable to the particular transaction shall govern and supersede the provisions of this Paragraph 73.0 (Information Security). Contractor hereby acknowledges the right of privacy of all individuals as to whom there exists any County Data. Contractor shall protect, secure and keep confidential all County Data in compliance with applicable security and privacy laws at the federal, state and local levels specified in the Work Order, including without limitation applicable industry standards for the protection and safeguarding of confidential data. Further, Contractor shall take all reasonable actions necessary or advisable as specified in the Work Order, for the protection of all system data in its possession, custody or control from loss or damage from malicious intent or unauthorized access. Contractor shall not use any system data for any purpose or reason other than to fulfill its obligations under this Master Agreement.

73.3 SECURITY INCIDENT

A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304. Contractor shall make an immediate telephonic report, and subsequently via written letter to the County's VESSMA administrator, upon discovery of any non-permitted use or disclosure of County Confidential Information or Security Incident to (562) 940-3335 that minimally includes:

- a. A brief description of what happened, including the date of the non-permitted use or disclosure or Security Incident and the date of discovery of the non-permitted use or disclosure or Security Incident if known;
- b. The number of Individuals whose Confidential Information is involved;
- c. A description of the specific type of information involved in the non-permitted use or disclosure or Security Incident Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved); and
- d. The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted use or disclosure of County Confidential Information or Security Incident.

73.4 DISABLING DEVICE REMEDIES

If any materials developed and provided by Contractor introduce a Disabling Device into County's system environment as a direct result of Contractor's failure to use virus detection software or take such other measures as specified in the applicable Work Order, then Contractor's sole obligation and County's exclusive remedy is that Contractor will use commercially reasonable efforts to assist County in installing a replacement copy of the materials, and, if the Disabling Device causes a loss of data in County's system, to assist County in restoring to County's system backed-up data provided by County. Contractor's time for these efforts arising from Contractor's material breach will not be billable to County. The provisions of this Paragraph 73.0 (Information Security) shall survive the expiration or termination of this Master Agreement.

73.5 DATA ENCRYPTION REQUIREMENTS

Contractor and Subcontractors that electronically transmit or store County personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California

Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996 and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

- a. Stored Data. Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
- b. Transmitted Data. All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.
- c. Certification. The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate, and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 73.5 (Data Encryption Requirements) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

74.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

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

- 75.1 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.
- 75.2 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).

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

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 BabyLaw" poster in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

77.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

78.0 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Master Agreement are for convenience only and are not a part of this Master Agreement and shall not be used in construing this Master Agreement.

79.0 VALIDITY AND SEVERABILITY

79.1 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.

79.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Master Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

79.3 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 Paragraph 79.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

80.0 SURVIVAL

In addition any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Master Agreement which by their nature should survive, the following Paragraphs and Paragraphs shall survive any termination or expiration of this Master Agreement: Paragraph 2.0 (Definitions), Paragraph 14.7 (Confidentiality and Security), Paragraph 19.0 (Proprietary Considerations), Paragraph 41.0 (Governing Law, Jurisdiction, and Venue), Paragraph 42.0 (Independent Contractor Status), Paragraph 43.0 (Intellectual Property Indemnification), Paragraph 44.0 (Contractors Acts And/Or Omissions Indemnification), Paragraph 45.0 (Limitation of Liability), Paragraph 46.10 (Claims Made Coverage), Paragraph 55.0 (Public Records Act), Paragraph 57.0 (Record Retention and Inspection/Audit Settlement), Paragraph 60.9 (Effect of Termination), Paragraph 71.0 (Federal Access to Records), Paragraph 72.0 (Data Destruction), Paragraph 73.0 (Information Security), Paragraph 80.0 (Survival) and each and every (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

81.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

The 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.

82.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

The 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 Master Agreement may constitute a material

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

83.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County

Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate CPOE.

The contractor, its employees and subcontractors acknowledge and certify receive 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.

84.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

85.0 COVID-19 PROVISION

While at the workplace, Contractor employees shall be subject to all applicable public health orders, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local authorities, or by the Department. This includes, without limitation, all applicable public health orders, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local officials and authorities, or by the Department or County in response to the novel coronavirus COVID-19 pandemic, which could include providing proof of COVID-19 vaccination and/or COVID-19 testing.

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 applicable state and federal safety requirements, including Cal/OSHA standards. Contractor shall ensure that its employees have the necessary face coverings and personal protection equipment (PPE) to safely perform work duties and prevent the spread of COVID-19.

These terms shall also apply to Subcontractor employees of the Contractor.

**AUTHORIZATION OF
VOTING SOLUTIONS FOR ALL PEOPLE
ENHANCEMENT AND SUPPORT SERVICES MASTER AGREEMENT (VESSMA)**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Registrar-Recorder/County Clerk 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

CONTRACTOR

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

APPENDIX D
EXHIBITS TO VESSMA MASTER AGREEMENT

TABLE OF CONTENTS

	A	VESSMA SERVICE CATEGORIES
B		SAMPLE WORK ORDER SOLICITATION
		• FIXED PRICE PER DELIVERABLE (FP/D) AND
		• TIME AND MATERIALS PER DELIVERABLE (T&M/D)
		○ ATTACHMENT B1: SAMPLE STATEMENT OF WORK
		○ ATTACHMENT B2: CERTIFICATION OF EMPLOYEE STATUS
C		COUNTY'S ADMINISTRATION
D		CONTRACTOR'S ADMINISTRATION
E		CONTRACTOR'S EEO CERTIFICATION
F		FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS
G		JURY SERVICE CERTIFICATION
H		INTENTIONALLY OMITTED
I		SAFELY SURRENDERED BABY LAW
J		INTENTIONALLY OMITTED
K		EVALUATION PROCESS FOR CERTAIN WORK ORDER SOLICITATIONS
L		VESSMA RISK SCHEDULE
M		FORMS REQUIRED AT COMPLETION OF EACH WORK ORDER INVOLVING INTELLECTUAL PROPERTY THAT IS DEVELOPED/DESIGNED BY CONTRACTOR
		I1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
		I2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
		I3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT
N		INFORMATION SECURITY AND PRIVACY REQUIREMENTS
O		SUBSEQUENT EXECUTED WORK ORDERS
P		COVID MANDATE

EXHIBIT A **VESSMA SERVICE CATEGORIES**

VESSMA Service Categories	Location to provide services
CATEGORY 1: Vote Center Deployment Services	Must be in LA County
CATEGORY 2: Election Operations Management and Planning Services	Anywhere in the US
CATEGORY 3: Vote Center Network Support (NOC)	Anywhere in the US
CATEGORY 4: Election Cybersecurity Services (SOC)	Anywhere in the United States of America. International only upon the prior express written approval of the County.
CATEGORY 5: VSAP Tally (Tally) AND VSAP Ballot Layout (VBL) Enhancements	Anywhere in the US
CATEGORY 6: Election Support Services	
A. Election Contact Center and Field Support Technician (FST) services.	Must be in LA County
B. Election Service Management Platform Support services	Anywhere in the US
C. Election Worker Management Platform Support services	Anywhere in the US
D. Election Cloud-Based Contact Center Support services	Anywhere in the US
E. VSAP Open-Source management services	Anywhere in the US
CATEGORY 7: BMD/BMG Enhancement & Maintenance	Anywhere in the US
CATEGORY 8: Infrastructure Support Services	Anywhere in the US
CATEGORY 9: Voter Education and Outreach Communication Campaign Services	Anywhere in the US

The VSAP Election Services and Support Master Agreement (VESSMA) is designed to be a master agreement utilizing a work order structure to engage vendor or consulting companies to provide critical election support services in the areas of operations management network support, load testing, cybersecurity, tally and VBL enhancements, education and outreach, and other election support services.

It is the vendor or consulting company's responsibility to carefully review the entire set of work order documents to provide a responsible bid.

The nine (9) Service Categories (as listed above) are an initial set of categories available for the Registrar-Recorder/County Clerk (RR/CC) to utilize. The Request for Statement of Qualifications (RFSQ) that will result in the issuance of individual Master Agreements to each Qualified Contractor will be "Open-Continuously" throughout the life of the VESSMA, allowing the RR/CC to augment the existing categories and/or to develop new categories as new technologies become relevant or as new County departmental needs arise. This will also allow vendor and consulting companies to submit Statements of Qualifications (SOQs) for new and existing Service Categories at any time during the effective period of the VESSMA.

For definitions of terms, please refer to the Definitions section in Appendix D, Attachment 1.

For any of the nine (9) categories described herein, the following Los Angeles County Code restriction applies:

Note that vendors that perform or have performed requirements analysis and assist or have assisted County departments in preparing an RFP, Statement of Requirements, or Statement of Work pursuant to a Work Order will be precluded from bidding or submitting proposals or responding to the resultant solicitation.

Board policy 5.090 Consultant Independence Link:

https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.090COIN

CATEGORY 1: VOTE CENTER DEPLOYMENT SERVICES

This service category includes coordination of the entire transportation and deployment of materials and equipment to the specified number of indoor and outdoor Vote Centers (VCs) and Election Worker training sites for a given election cycle.

Activities include, but not limited to:

- a. Coordination with RR/CC and vendors.
- b. Materials and equipment, staging, and logistics planning in the RR/CC facilities.
- c. Creation of Vote Center and Election Worker training site distribution process and schedule.
- d. Facilitation, tracking, and completion of setup and breakdown activities for all Vote Centers and Election Worker training sites prior to the start of the scheduled election.
- e. Coordination and completion of equipment device swaps as determined by County-established thresholds throughout the election voting period.

MINIMUM QUALIFICATIONS FOR CATEGORY 1

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

- i. Overall qualifications and experience in performing the services described in this Service Category;
- ii. A minimum of one (1) reference engagement within the most recent three (3) years. The referenced engagement shall demonstrate experience and qualifications in election equipment deployment logistics planning, transportation, and setup for a county, state, or federal U.S. election that established 500 or more voting locations during a single election.
- iii. For each referenced engagement or project, Vendor shall:
 - Describe the election size (number of Vote Centers and amount of equipment), type of supplies and equipment deployed, number of days allowed for set/up and breakdown, and jurisdiction for the county, state, and/or federal government.
 - Describe the logistics planning, deployment, and setup approach.
 - Describe how the vendor's services adhere to federal and state code compliance as applicable.
- iv. Location to provide services: Must be in Los Angeles County.

CATEGORY 2: ELECTION OPERATIONS MANAGEMENT AND PLANNING SERVICES

This service category includes IT support operations management, elections operations management, change management, quality assurance, independent validation and verification, training, and risk management as it relates to election support operations. These services should be based on industry practice standards, including any relevant Election Code and the Project Management Institute (PMI), to:

- a. Develop and manage election support project plans.
- b. Manage resources required to execute project plans and complete tasks and deliverables.
- c. Review and track completion of defined tasks and deliverables.
- d. Develop and implement operations support programs.
- e. Develop and implement governance, quality assurance, independent validation and verification, and risk management plans for election projects.
- f. Manage and track resolution of project issues and risks.

MINIMUM QUALIFICATIONS FOR CATEGORY 2

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications, SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

- i. Overall qualifications and experience in performing the services described in this Service Category; and
- ii. A minimum of one (1) reference engagement with a combined total time of two (2) years' experience within the most recent three (3) years. The referenced engagement(s) shall demonstrate experience and qualifications in project management in an election environment for a county, state, or federal government; and
- iii. A minimum of five (5) years' experience in project management for a large complex IT solution in technology implementation, network design, contact center solutions, service management, cybersecurity, or a similar concentration that exceeded \$250,000.
- iv. For each referenced engagement or project, Vendor shall:
 - Describe the number of voting locations, geographical span of the jurisdiction supported, and jurisdiction for the county, state, and/or federal government.
 - Describe the scope and magnitude of the project.
 - Describe the project management methodology used to manage the project(s).
- v. Location to provide services: Anywhere in the United States of America

CATEGORY 3: VOTE CENTER NETWORK SUPPORT (NOC)

This service category includes Vote Center suitability assessment; the preparation of the routers for an election through kitting, staging, and subsequent setup at the designated Vote Centers; and Vote Center Network Monitoring and Troubleshooting services during an election cycle. Vendors must meet all minimum qualifications in order to qualify for this category.

The operational focus areas are given below:

- a. ***Cellular and Hardwired Network and Power Capacity Assessment Services*** include power and electrical assessment for each potential Vote Center in each election to provide the necessary data to RR/CC to aid in the selection of viable Vote Centers. This includes:
 - Testing of facilities to determine bandwidth availability for both cellular and wired connections, available electrical power and latency of connections.
 - Assessment of the electrical infrastructure to ensure continual operation of voting equipment.
 - Testing of multiple telecommunication cellular carriers to determine the top carriers able to support the site.
 - Assessment of the maximum number of election devices (BMDs, ePollbooks, and routers) can be supported by a potential Vote Center existing electrical infrastructure.
 - Create diagrams of each tested location, showing all power layouts.
- b. ***Vote Center Network Kitting, Staging, and Deployment Services*** include:
 - Router configuration scripting.
 - Router pairing and configuration.
 - Performance testing and validation.
 - Preparing SIMs for each router based on network load testing results.
 - Implementing security solutions prior to deployment, including Mobile Device Management (MDM), Network Access Control (NAC), anti-virus/malware, Intrusion Detection Systems/Intrusion Prevention Systems (IPS/IDS), and Universal Serial Bus (USB) locks.
 - Deploying, setting up, securing, testing, and validating configured equipment at Vote Centers prior to the beginning of the voting period

c. *Vote Center Network Operations Center (NOC) Monitoring and Troubleshooting Services* include:

- Proactive performance monitoring, threshold reporting, and notifying the RR/CC of bandwidth, protocol, and utilization errors.
- Monitoring all network event types in the Vote Center data network, including routers and Layer four to seven (4-7) devices.
- Monitoring router health.
- Providing trend and historical monitoring of devices.
- Providing configuration management and backup of configurations of routers, firewalls, and any switches.
- Interfacing syslog and trap processing.
- Event filtering and categorization based on requirements from the RR/CC.
- Event correlation and response selection.
- Integrated alerting, trouble ticketing, event review, and closure.
- Providing incident management support during operating hours.
- Alerting and contacting RR/CC network command center for any interruptions or events.
- Coordinating with the County, Telco, and broadband contractors to resolve internet and WAN outages.
- Dispatching network support staff to any Vote Center location in the event any network troubleshooting is needed.

MINIMUM QUALIFICATION FOR CATEGORY 3

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

- i. Overall qualifications and experience in performing the services described in this Service Category; and
- ii. A minimum of one (1) reference engagement with a combined total time of two (2) years' experience within the most recent three (3) years. The referenced engagement(s) shall demonstrate experience and qualifications in network and power assessment, network architecture, implementation, validation, network management, in addition to Network Operations Center (NOC) implementation, monitoring, and management, in an event-based environment (major events, elections, concerts etc.) for a county, state, federal government, or similar organization; and
- iii. A minimum of five (5) years' experience in network architecture, design, implementation, validation, and management for a large, flexible, and complex IT solution in network design and architecture that exceeds \$250,000.
- iv. For each referenced engagement or project, Vendor shall:
 - Describe the number of voting or event locations, geographical span and jurisdiction for the county, state, federal government, or a similar organization.
 - Describe the scope and magnitude of the IT project.
 - Describe the project management methodology used to manage the project(s).
- v. Location to provide services: Anywhere in the United States of America

CATEGORY 4: ELECTION CYBERSECURITY SERVICES (SOC)

This service category includes Election Security Monitoring and Implementation, Election Security Risk Assessments, and Regulatory Compliance services described in the following subcategories. These services must adhere, at a minimum, to the security standards as set forth by the California Elections Code, California Code of Regulations, California Voting System Standards, U.S. Election Assistance Commission Best Practices, as described in Handbook for Election Infrastructure Security, the National Institute of Standards and Technology (NIST) Cybersecurity Framework; Governance, Risk, and Compliance (GRC), and the PCI Security Standards Council. Vendors shall qualify for both subcategories:

- a. Election Security Monitoring and Implementation Services** include configuration, implementation, and management of Intrusion Detection System and Intrusion Prevention System (IDS/IPS) for secure election networks and election applications; planning, designing, and implementing secure architecture; and active security incident response related to election devices (e.g., Ballot Marking Device, electronic Pollbook (ePollbook), and CradlePoint routers), designated election computers, election applications, and election related networks. Incident responses related to election security incidents include analysis, forensics, threat response, remediation, and collaboration with external State and federal agencies (e.g., Department of Homeland Security (DHS), MSISAC, Federal Bureau of Investigation (FBI), California Secretary of State (SOS), and other election cybersecurity entities).
- b. Election Security Risk Assessments and Elections Code Compliance Services** provide a means to conduct penetration testing on election networks and election devices; to identify and assess risks and vulnerabilities through vulnerability assessments, utilizing an election cybersecurity industry standard framework/methodology; to develop and formulate a security strategy derived from the risk and vulnerability assessments; to assess election security program maturity; and to determine compliance with federal and State election legislation and/or regulations as well as County/departmental policies, standards, and procedures.

MINIMUM QUALIFICATIONS FOR CATEGORY 4

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

- i. Overall qualifications and experience in performing the services described in this Service Category and Subcategories; and
- ii. A minimum of one (1) reference engagement with a total of two (2) years within the most recent three (3) years. The referenced engagement shall demonstrate the experience and qualifications in conducting vulnerability assessments; planning and designing of security architecture; identifying and resolving cyberattacks such as phishing, social engineering, and the attack surface system; and demonstrating competence in various operating systems in an election environment for a county, state, or federal government; and
- iii. A minimum of five (5) years in the last seven (7) years conducting vulnerability assessments; planning and designing of security architecture; identifying and resolving cyberattacks such as phishing, social engineering, and the attack surface system; and demonstrating competence in various operating systems at an enterprise level.
- iv. For each referenced engagement or project in each Subcategory, Vendor shall:
 - Describe the Election Security Monitoring Services.
 - Describe the Election Security Risk Assessments and Election Code Compliance Services.
- v. Location to provide services: Anywhere in the United States of America. International only upon the prior express written approval of the County.

CATEGORY 5: VSAP TALLY (TALLY) AND VSAP BALLOT LAYOUT (VBL) SUPPORT ENHANCEMENTS

This service category includes necessary new features and enhancements to the VSAP Tally and the VSAP Ballot Layout (VBL) application that are responsible for ballot layouts and tabulation. These applications are required to meet California Elections Code and California Voting System Standards and are tested and certified by the California Secretary of State. Services in this category include:

- a. Development of required enhancements and features of the Tally and VBL environment that meet applicable federal, state, and local election laws and regulations.
- b. End-to-end system security to address cyber, software or physical security threats.
- c. Tally and VBL system enhancements to meet FIPS 140-2 compliance.
- d. VBL enhancements to the VSAP integration data files, audio files and full-face vote by mail ballot PDFs. Integration files generated by VBL support BMDs, Tally, ISB and the EMS. These files are the Ballot Definition File (BDF), Tally Layout Definition File (BLDF), District Mapping File (DMF), Election Audio Package (EAP), and Auxiliary Ballot Definition File (ABDF).
- e. VBL enhancements and features to vote by mail (VBM) full-face ballot layout. VBM full-face ballots generated are print ready and enhancements include, but are not limited to layout, size, style, fonts, content, and images on the ballot.
- f. Continued development of technical documentation and user guides required for California Secretary of State certification based on the California Voting System Standards (CVSS) adopted in October 2014 or later; and
- g. Development or necessary enhancements to accommodate required language additions or removal in Tally and VBL environments. Language requirements are defined in Federal and State law and RRCC policies.

MINIMUM QUALIFICATIONS FOR CATEGORY 5

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

- i. Overall qualifications and experience in performing the services described in this Service Categories; and
- ii. A minimum of two (2) reference engagements with a combined total time of two (2) years within the most recent three (3) years. The referenced engagements shall demonstrate experience and qualifications in Election software development that complies with State and Federal law, regulations and guidance; and
- iii. A minimum of five (5) years' experience in project management for a large complex IT solution. Tally and VBL are designed and built following an Agile Development methodology. Vendor must demonstrate their Agile process including producing examples of artifacts, and tools; and
- iv. A minimum of five (5) years' experience of in-depth information technology software development experience. Required expertise includes development in a CentOS environment using Apache Kafka, RabbitMQ, Apache Cassandra, Apache ZooKeeper, Kubernetes, Go Programming Language, Docker, Zbar, OpenCV and Open SSL.
- v. For each referenced engagement or project, Vendor shall:
 - Describe the Election services, development, testing and implementation.
 - Describe the development, test, and production environments and security surrounding these systems.
 - Describe how the vendor's election services comply with State and Federal law, regulations and guidance.
- vi. Location to provide services: Anywhere in the United States of America

CATEGORY 6: ELECTION SUPPORT SERVICES

This service category includes election support services in election call centers, at Vote Centers, and election systems enhancements and support. These services and enhancements are required to meet applicable local, state, or federal requirements including those related to the California Elections Code and related regulations.

Vendors shall individually qualify for each subcategory.

- a. *Election Contact Center and Field Support Technician (FST) services*** include contact center operations, roaming and onsite Vote Center technical support services including election support route planning, FST deployment, and FST and call center agent management to meet department service standards.

The service includes: Contact center logistics planning, including staffing acquisition; training coordination and tracking; schedule planning; contact center oversight and management for an election contact center.

FST logistics planning including staffing acquisition, and management; FST oversight and management throughout the voting period; training coordination and tracking; and FST deployment and placement logistics for Vote Center stationed and roaming FST.

- b. *Election Service Management Platform Support services*** include election support and enhancement/development services as needed on election support modules in the Cherwell Chain of Custody, Vote Center Asset Assignment, and Election Incident Management solution in support of changing election requirements. This subcategory also includes voting period system support as needed for the election voting period.
- c. *Election Worker Management Platform Support services*** include election support and enhancement/development services as needed on the Election Worker and Location Management Modules in the PollChief System, support for all changing election requirements, support in reporting and dashboard development. This subcategory also includes voting period system support as needed for the election voting period.
- d. *Election Cloud-Based Contact Center Support services*** include enhancement/development services as needed on the AWS/Symbee Connect election contact center solution, including changes to existing architecture to accommodate the addition or removal of election contact centers and changes to features available based on requirements, and in compliance with all County and IT policies. This subcategory also includes voting period system support as needed for the election voting period.
- e. *VSAP Open-Source management services*** include setting up procedures and infrastructure to make the VSAP source-code as open-source, including planning, coordination and execution of VSAP open-source plan. This subcategory also includes updating of VSAP open-source plan and associated documentation.

MINIMUM QUALIFICATIONS FOR CATEGORY 6

To qualify for the service category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A, describing:

- Overall qualifications and experience in performing the services described in these Service Categories.
- To meet the minimum qualification for ***Subcategory A – Election Contact Center and FST Services***, the vendor must meet all the following requirements:
 - A minimum of one (1) reference engagement with a combined total time of one (1) year within the most recent three (3) years. The referenced engagements shall demonstrate experience and qualifications in planning and managing an election support services for a contact center and field support with at least 500 FST in an event-based environment (such as elections)
 - A minimum of ten (10) years in the past fifteen (15) years showing responsibility for contact center management for a contact center that was responsible for receiving 15,000 or more calls within a two (2) week period.
 - A minimum of five (5) years in the past seven (7) years establishing and managing temporary contact centers staffed with temporary contact center agents.
 - Location to provide services: Must be in Los Angeles County.
- To meet the minimum qualification for ***Subcategory B - Election Service Management Platform Support services***, the vendor must meet all the following requirements:
 - Vendor must have five (5) years' experience, within the last seven (7) years, providing Cherwell development services.
 - Vendor must be authorized to provide Cherwell development services as a recognized Cherwell delivery partner or its equivalent.
 - Vendor must have implemented at least one (1) Cherwell asset management, chain of custody, and incident management solution as an enterprise, unified solution for a county or state government entity, specifically in an election focused environment, within the last three (3) years.
 - Vendor must have integrated a single sign-on solution (SSO) with the Cherwell platform for the use of managing user credentials within the last three (3) years.
 - Location to provide services: Anywhere in the United States of America

- To meet the minimum qualification for ***Subcategory C - Election Worker Management Platform Support services***, the vendor must meet all the following requirements:
 - Vendor must have three (3) years' experience, within the last five (5) years, providing PollChief development services.
 - Vendor must be authorized to provide PollChief development services as a recognized delivery partner or its equivalent.
 - Vendor must have implemented at least one (1) Election Worker/Location Recruitment Management Solution as an enterprise, unified solution for a county or state government entity, specifically in an election focused environment, within the last three (3) years.
 - Location to provide services: Anywhere in the United States of America
- To meet the minimum qualification for ***Subcategory D – Election Cloud-Based Contact Center Support Services***, the vendor must meet all the following requirements:
 - Vendor must identify five (5) engagements for Cloud Contact Center services that the vendor designed and implemented that can support more than 20,000 callers at a time. Any two (2) of these five (5) engagements must be with a county, state, or federal government entity.
 - Vendor must identify at least one (1) of the five (5) engagements was cloud contact center design and implementation for an election related contact center environment.
 - Vendor must have three (3) years' experience in the last five (5) years designing and implementing contact center solutions with the AWS Connect platform.
 - Vendor must have integrated Symbee with the AWS Connect platform within the last three (3) years for one (1) of the referenced five (5) engagements.
 - Location to provide services: Anywhere in the United States of America
- To meet the minimum qualification of ***Subcategory E – VSAP Open-source management services***, the vendor must meet all the following requirements:
 - Vendor must have resources with demonstrated experience in establishing an open-source program for software components.
 - Vendor must have resources with experience in documenting the procedures of ongoing open-source code management.
 - Vendor must have resources experienced with instituting the infrastructure needed to host open-source codebase; including version control and testing mechanism.
 - Location to provide services: Anywhere in the United States of America

- For each referenced engagement or project, Vendor shall:
 - Describe the engagements in detail and specify how the engagement meets the required experience.
 - Describe the design and implementation methods used on the identified engagements.
 - Provide references for the clients that were provided the described services.

CATEGORY 7: BMD/BMG ENHANCEMENT & MAINTENANCE

This service category includes enhancements, development, and maintenance necessary to sustain the BMG environment (Ballot Marking Device Management System) and the Ballot Marking Devices (BMDs). This must include knowledge of local, state and federal laws, regulations, and guidelines that are related to BMD/BMG maintenance including, Voluntary Voting System Guidelines, California Voting System Standards, FIPS (Federal Information Processing Standards) and S-ATA (State-Approved Testing Agencies) processes to qualify for this category. The focus areas in this category are given below.

a. *BMD Enhancements services* include:

- Hardware improvements to address commonly reported issues or documented design issues.
- Software improvements to address commonly reported issues or documented design issues.
- Audit/Activity Log compliance and support that requires log extraction, translator, and interpretation.
- Development and support of application and patching of BMD OS with the offline components from the source code.
- FormatOS enhancements using applications which include TFTP, MySQL, NTP, and Windows Server.

b. *BMG Network and Infrastructure Enhancements* include:

- Kafka usability changes, and enhancements required because of changes to the VSAP certification or federal, state, or local laws and regulations.
- Hardware improvements and enhancements to address commonly reported issues or documented design issues.
- Configuration changes, automations, and enhancements to the BMG infrastructure to improve the usability.

c. *BMD Maintenance* includes:

- Troubleshoot and repair a broad range of BMD hardware and software issues.
- Perform Tri-annual replacement of internal CMOS battery on all BMDs and support annual Preventative Maintenance of all BMDs.
- Hardware improvements and enhancements to address commonly reported issues or documented design issues

d. *BMG Maintenance* includes:

- Cleaning as required as part of Preventative Maintenance, including cleaning, and dusting servers, checking the BMG network cables, and providing cooling system maintenance.
- Patching of third-party applications including Ansible, CPPM, NetApp, Infoblox, vCenter, ESXI, SCAP, Carbon Black, Snare, servers, and network switches.

- Monitor network, audit/activity log aggregation, and server towers.
- Hardware repairs related to the BMG and its components as needed. Including BMG Zone, Core, Row, cart switches and biscuits.
- Troubleshooting issues related to BMG and its components as needed.

MINIMUM QUALIFICATIONS FOR CATEGORY 7

To qualify for the service category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A, describing:

- i. Overall qualifications and experience in performing the services described in this Service Category; and a minimum of one (1) reference engagements with a combined total time of two (2) years within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications related to:
 - Designing, implementing, upgrading, and troubleshooting Air-Gap Ballot Marking Device Management System network environments.
 - Managing election systems infrastructure and networks.
 - Administering, configuring, and managing multiple flavors of Linux operating systems solution.
 - Configuring and managing and election systems infrastructure.
 - Network administration supporting layer-2/layer-3 switched in a distributed complex enterprise deployment such as multi-tiered architecture, virtualization technologies, air gapped and multi-tenant infrastructure.
 - Designing and creating network diagrams detailing of all applications, database, network segments, and equipment connections.
 - Possessing knowledge/use of APM servers, APM load balancers, MySQL, Kafka servers, Nginx servers, Infoblox server, and elastic search.
 - Possessing knowledge/use of automation using BDD Framework, Selenium, Java.
 - Administering ClearPass server and custom software performing business logic.
- ii. Location to Provide Services: Anywhere in the United States of America

CATEGORY 8: INFRASTRUCTURE SUPPORT SERVICES

This service category includes hosting, enhancements, development, and maintenance necessary to sustain existing infrastructure for election critical systems. These services and applications are required to meet any applicable local, State, or Federal statute, regulations, and/or requirements issued by the Fair Political Practices Commission (FPPC), California Secretary of State (SOS), and any other local, state, or federal authority, including, without limitation, Los Angeles County Code sections 2.190.010 et seq. (Proposition B). Vendors shall individually qualify for each subcategory.

a. Campaign Finance System Infrastructure Support Services includes:

- Software enhancements, development, and maintenance necessary to sustain support existing web-based electronic filing solution which manages potential candidates, candidates, candidate-controlled committees, treasurers, primarily formed committees, major donors, and independent expenditure committees to file their campaign finance disclosure statements, County forms, and FPPC forms as prescribed by the RR/CC and the California Secretary of State (SOS).
- Development of required enhancements and features of the candidate finance environment in order to comply with changing federal, state, and local election laws and regulations.
- Enhancements and upgrades to public facing website that provides campaign finance public records in an accessible and transparent in which any member of the public has a right to access and review.
- Integrations with other systems, such as the SOS CAL-ACCESS Replacement System Project ("CARS") designed to provide financial information supplied by state candidates, donors, lobbyists, lobbyist employers, to ensure that the public has a window into the activities of public officials and candidates.
- Offering of cloud-based hosting and record retention and storage for candidate filing records.

MINIMUM QUALIFICATION FOR CATEGORY 8

To qualify for the service category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2 (provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

- i. Overall qualifications and experience in performing the services described in this Service Category.
 - ii. A minimum of one (1) reference engagements with a combined total time of three (3) years within the most recent five (5) years.
 - iii. A minimum of five (5) years' experience in providing candidate filing development and maintenance support services to local, state, and federal government agencies with engagement amounts exceeding \$500,000; and
 - iv. For each referenced engagement or project, Vendor shall:
 - Describe the project management method(s) utilized during referenced engagements and how those methods contributed to the overall success of the project.
 - Describe the scope, cost, timeline for implementation, and magnitude of the project.
 - Describe the key performance indicators and results or outcome of the project.
- Location to provide services: Anywhere in the United States of America

CATEGORY 9: VOTER EDUCATION AND OUTREACH COMMUNICATION CAMPAIGN SERVICES

This category includes services for developing, purchasing, executing, tracking, and reporting for/on voter education and outreach campaigns in a large multicultural jurisdiction.

The services include, but are not limited to: development of campaign strategies and timelines; development and production of campaign messages and creative assets (in English and a number of other languages); reservation and purchase of advertisement inventory (including but not limited to social media, digital media, print, radio, television, and out-of-home in English and a number of other languages); identifying and providing in-person or online outreach services; tracking and monitoring campaign performance; and delivering a final report which includes campaign performance and results.

Additionally, the services in this category may also provide consultation services and crisis communication services. These services include, but are not limited to: the development of responsive messages and/or communications; identifying and providing a list of public stakeholders and news media (in English and a number of other languages) for public communication and collaboration; coordinating and administering press conferences and/or media round tables (in English and a number of other languages); tracking and monitoring social and digital media platforms; providing 24/7 availability both in-person and online; and providing crisis communications services for sensitive issues.

MINIMUM QUALIFICATIONS FOR CATEGORY 9

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A,) describing:

- i. Overall qualifications and experience in performing the services described in this Service Category.
- ii. A minimum of one (1) reference engagement with a combined total time of two (2) years' experience within the most recent three (3) years. The referenced engagement(s) shall demonstrate experience and qualifications in public education and outreach campaigns.
- iii. A minimum of five (5) years' experience in developing, executing or reporting large public education and outreach campaigns on sensitive topics exceeding \$500,000.
- iv. For each referenced engagement or project, Vendor shall:
 - Describe the campaign scope, cost, and jurisdiction.
 - Describe the scope and magnitude of the project.
 - Describe the key performance indicators and results or outcome of the project.
- v. Location to provide services: Anywhere in the United States of America

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.

Agile Methodology: A proven methodology for ensuring that the County, as the Product Owner, iteratively build a solution that meets its requirements while adapting quickly to changes in priorities and technical understandings.

Auxiliary Ballot Definition File (ABDF): Data files generated by the VBL Application that contains street segment and enclosure information for the Interactive Sample Ballot (ISB).

Ballot Marking Devices (BMD): The Ballot Marking Device (BMD) is a key equipment component to the VSAP election system. The BMD allows voters to mark their ballots.

Ballot Marking Device Manager (BMG): System that allows for data to be pushed to and pulled from the BMDs.

Ballot Definition File (BDF): Data files generated by the VBL Application that contains precinct, contest, candidate, and ballot information.

Ballot Layout Definition File (BLDF): Data files generated by the VBL Application that contains physical ballot layout information.

Board of Supervisors (BoS): The Board of Supervisors of the County of Los Angeles acting as the governing body.

Border Gateway Protocol (BGP) Peering: Two routers that have established connection for exchanging BGP information.

Chain of Custody (CoC): The order and manner in which assets are tracked and recorded as they move to different locations or assignments.

Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

County Data: Any County information, data, records, and information to which a Qualified Contractor has access or possession or that have otherwise been provided to a Qualified Contractor, whether or not intended under or for the purposes of the Master Agreement, and includes any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household including name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data.

For the avoidance of doubt, County Data shall include (a) all “nonpublic information,” as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.), (b) personal information as defined by California Civil Code §§ 1798.29, 1798.8082, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) as amended and supplemented by the California Privacy Rights Act of 2020 (effective December 16, 2020; operative January 1, 2023), (c) protected health information or individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103), (d) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679), and/or (e) affidavits of voter registration, voter registration information, and voter registration records as set forth in California Government Code section 6254.4 and California Code of Regulations (CCR) section 19001.

For the further avoidance of doubt, County Data is not limited to proprietary or confidential information, and need not constitute trade secret information.

County IP: All Intellectual Property owned, or sufficiently licensed to, the County, including any

deliverables developed by a Qualified Contractor for County and so designated in a Work Order.

County Project Manager: Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

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

District Mapping File (DMF): Data files generated by the VBL Application that contains precinct to district information for reporting.

Election Audio Package (EAP): Data files generated by the VBL Application that contains a collection of audio files and metadata for the BMD.

Election Management System (EMS): A system used to manage the election information, voter registration, and other election related functions.

ePollbooks: Electronic pollbook also known as ePollbook is a tabular device that provides voter's name and prints the corresponding ballot through an attached thermal printer. It that contains and updates the digital roster that Vote Center staff use to check in a voter at a Vote Center. ePollbooks replaced traditional paper rosters as the method for determining voter eligibility, identifying the appropriate ballot for the voter, crediting voter participation, and capturing voter signatures. Vote Center staff can access the voter record database via laptop or tablet and the database can be hosted locally or accessed over a network.

Election Worker: Staff assigned to work at the Vote Centers.

Federal Information Processing Standards FIPS (140-2): An information technology security accreditation program for validating that the cryptographic modules meet well-defined security standards.

Field Support Technician (FST): Technical staff that is dedicated to supporting Vote Centers through onsite and roaming technical support.

Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

Governance Risk Compliance (GRC): A set of processes and procedures to help organizations achieve business objectives, address uncertainty, and act with integrity.

Help America Vote Act (HAVA): Federal law passed to provide federal funding to the states to implement a statewide voter registration system, replace punch card voting machines, improve voter education and poll worker training, permit voters to cast provisional ballots, and require at least one voting machine per polling place to allow voters with disabilities to vote privately and independently.

Interactive Sample Ballot (ISB): An optional tool that allows voters to access, review and mark their selections prior to going to a Vote Center.

Intrusion Protection/Intrusion Detection (IPS/IDS): A device or software application that monitors a network or systems for malicious activity or policy violations.

Master Agreement: County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

Mobile Device Management (MDM): Security software used to monitor, manage, and secure mobile devices.

Network Access Control (NAC): Security solution that enforces policy on devices that access networks to increase network visibility and reduce risk.

Network Operations Center (NOC): Centralized location where network monitoring and control, or network management is exercised over a telecommunication or satellite network.

NIST Cybersecurity Framework: A policy framework of computer security guidance for how organizations can assess and improve their ability to prevent, detect and respond to cyber-attacks.

PollChief: The current software system used to recruit and manage election workers and voting locations (including Vote Centers, drop boxes and check-in centers).

PCI Credit Card Security Standards: A set of security standards designed to ensure that all

companies that accept, process, store or transmit credit card information maintain a secure environment.

Service Level Agreements (SLA): A Contract between a service provider and the end user that defines the level of service expected from the service provider.

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

Tally Layout Definition File (TLDF): Data files generated by the VBL Application that contains QR codes, registration, and VBM vote position coordinates.

Tally System: A system of hardware and software that reads and captures the vote selections on ballots, applies required business rules and adjunctions, tabulates the total of votes, ballots cast and other metrics, and publishes the results of the election. The Tally System also support transparent auditing processes to ensure the accuracy and integrity of the election tally results.

Vote Centers (VC): Physical polling locations located throughout Los Angeles County where a voter casts an election ballot.

Voter's Choice Act (VCA): Voter's Choice Act (2016 CA Senate Bill 450), as codified by California Elections Code § 3017, 4005, 4006, 4007, 4008, and 15320, modernizes elections in California by allowing counties to conduct elections under a vote center model which provides greater flexibility and convenience for voters. The VCA allows voters to choose how, when, and where to cast their ballots. Under the VCA, voters can return their vote-by-mail ballot by mail, by dropping the vote-by-mail ballot in a secure county ballot drop box, or by visiting any vote center in the county where they are registered to vote. The VCA expands voting options by (i) mailing every voter a vote-by-mail ballot, (ii) expanding in-person early voting, and (iii) offering increased vote-by-mail ballot drop-off locations. For more information, visit: <https://www.sos.ca.gov/elections/voters-choice-act>.

Voting Period: A period lasting up to 30 consecutive days per election, in which the residents of Los Angeles County can vote.

Voting Solutions for All People (VSAP): Acronym for the RR/CC's new election voting system, Voting Solutions for All People (VSAP).

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

Work Order: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by, and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

EXHIBIT B
Sample Work Order Solicitation

VESSMA Work Order Required Forms

The following are exhibits of the forms that are provided with each Work Order Solicitation:

1. Sample VESSMA Work Order:

- Attachment B1: Sample VESSMA Statement of Work. The Work Order may also include a Statement of Requirements, a Statement of Work, a Project Schedule and a Payment Plan as appropriate for the successful completion of the VESSMA Work Order.

The Work Order may be a Fixed Price Per Deliverable (FP/D) Work Order or a Time and Materials Per Deliverable (T&M/D) Work Order.

The Work Order may also be a Combination Work Order with a Fixed Price Per Deliverable (FP/D) component and a Time and Materials Per Deliverable (T&M/D) component.

2. The following form is required prior to the commencement of each VESSMA Work Order.

- Attachment B2: Certification of Employee Status Form
- A new form Attachment B2 is also required for each change to the staff performing work on the Work Order.

3. A Work Order Amendment to the original Work Order in accordance with Paragraph 15.3 of the VESSMA may be executed and is an update to the original Work Order showing the changes being made to the original Work Order.

County's Work Order Project Manager and Contractor shall meet, define, develop and agree upon the Requirements, Tasks, Subtasks, Deliverables, Acceptance Criteria, Milestones, Payments and descriptions being amended (or added to as new) by this Work Order Amendment, including:

- A revised Statement of Requirements as defined above,
- A revised Statement of Work, as defined above,
- A revised Project Plan and Project Schedule as defined above,
- A new detailed cost documentation, including a cost calculation worksheet may be required as appropriate, and
- A revised Milestone and Payment Plan as defined above.

4. Accordingly, all other provisions of the original Work Order Statement of Work shall remain in effect and binding upon both parties.

EXHIBIT B, Attachment B1

SAMPLE VESSMA STATEMENT OF WORK (SOW)

VESSMA Project Name: _____

VESSMA Services Category: _____

VESSMA Services Subcategory: _____

Work Order Objective

(Department to provide a narrative description of the project and what it intends to accomplish through this work order).

Background

(Department to provide a narrative describing all pertinent background information that would be helpful for the Qualified Contractors to obtain a better understanding the department, this project, and the department's rationale for issuing this work order).

Type of Work Order:

- ☐ A Fixed-Price Per Deliverable (FP/D) Work Order
- ☐ A Time and Materials Per Deliverable (T&M/D) Work Order
- ☐ A Combination Work Order (FP/D) and (T&M/D) (Applicable when there will be some personnel assigned to this project working on a fixed-price basis and others working on a time & materials basis).

Ownership of Deliverables:

- ☐ Deliverables are Joint IP
- ☐ Deliverables are County IP

Contractor Pre-Existing Work (if any)

(To be completed by Contractor and verified by Department; may not include any Deliverables.)

VESSMA Work Order Required Minimum Qualifications (if any)

(For the project being addressed by this VESSMA Work Order solicitation, the department shall specify any additional minimum requirements in addition to the VESSMA Service Category minimum requirements that the department wants for this VESSMA Work Order solicitation. The department must also specify any additional minimum requirements for the project team being proposed by the Contractor.)

"If Proposer's/Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department."

VESSMA Work Order Period of Performance

(Department to specify the expected period of performance for completion of all tasks covered under this Work Order.)

VESSMA Work Order Statement of Work: The Specific Tasks, Deliverables and Acceptance Criteria for each Task, Subtask and Deliverable:

(The following is an example of the task/subtask/deliverable/acceptance criteria relationship that is required to complete the VESSMA Work Order.)

Task 1: (Name of Task 1)

(Department to describe specific task and include any relevant time period within which this task is expected to be completed. Failure by contractor to complete this task within that stated time period may, at County's sole discretion, result in the termination of the work order, unless otherwise specified.)

Subtask 1: (Name of Subtask 1)

(Department to describe specific subtask and include any relevant time period within which this subtask is expected to be completed. Failure by contractor to complete this task within that stated time period may, at County's sole discretion, result in the termination of the work order, unless otherwise specified.)

Deliverable 1: (Name of Deliverable 1)

(Department to describe specifically what constitutes the deliverable under Task 1 or Subtask 1.)

Acceptance Criteria for Deliverable 1: (Name of Acceptance Criteria)

(Department to describe specifically what initial and final acceptance criteria will be used in determining whether the Deliverable under Task 1 or Subtask 1 has been successfully fulfilled by the Contractor. This may serve as a pay point for this deliverable, once these criteria have been met and accepted by the County Departmental Work Order Project Manager.)

Additional Tasks, Deliverables and Acceptance Criteria

(For additional Tasks, Subtask, Deliverables and Acceptance Criteria – Repeat the above sequence until the work order is fully defined.)

VESSMA Work Order Work Schedule and Location

(Department to describe work schedule and work location expectations. For example, specify if the department is requiring the contractor(s) to only work on-site during normal the department's normal business hours or whether tasks can be completed off-site whenever the contractor wishes, as long as deliverables are met within the time periods specified. If contractor(s) are required to only work on-site, provide the address and room number where the contractor(s) are required to report and work.)

Payment For Services and Deliverables

The payment terms for any undisputed invoice are thirty (30) calendar days after receipt. Certified Local 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. (If Department desires payment terms longer than the thirty (30) days provided for in Paragraph 12.11 of the VESSMA, specify that in this paragraph.) Invoice Withhold Percentage (if any) (Department to complete, may not exceed 20%).

Total Maximum Amount:

(For FP/D Work Orders, Department will list all Tasks/Deliverables and the Fixed-Price amount for each Deliverable.)

(For T&M/D Work Orders, Department will list all Tasks/Deliverables and the Time and Materials Price amount for each Deliverable.)

(Some T&M positions may not lend themselves to a strict payment by deliverable (e.g., project management) so some exceptions can be made to payment-for-deliverables-only arrangements, when appropriate.)

Warranty Period

(If Department desires a Warranty Period of other than the thirty (30) days provided for in Paragraph 9.1 of the VESSMA, specify that in this paragraph. If the 30-day Warranty Period is acceptable, Department to indicate "30 Days, as provided for in the VESSMA".)

Background and Security Investigations

(If Department desires background investigations that exceed those that are specified in Paragraph 14.6 of the VESSMA, specify those additional measures in this section. In addition, specify who will pay for such additional background investigations. If the background checks specified in the VESSMA are acceptable, Department to indicate "Contractor's Background Checks are as provided for in Paragraph 14.6 of the VESSMA.")

Data Security

(If Department desires data security measures that exceed those that are specified in Paragraph 73.2 of the VESSMA, specify those additional measures in this section. If the data security measures specified in the VESSMA are acceptable, Department to indicate "Contractor's Data Security requirements for this Work Order are as provided for in Paragraph 73.2 of the VESSMA.")

Evaluation Criteria Being Applied:

(This section will specify the Criteria that will be used in evaluating the solicitation responses, together with the percentage of weight that will be applied to each evaluation criterion. Where evaluation criteria include anything other than cost, each Department will include specific information regarding how each of the following evaluation criteria will be applied in each Work Order Solicitation. With respect to Cost, the maximum number of points will be awarded to the lowest cost proposal, with all other proposals compared the lowest cost and points awarded accordingly.)

Selection Process:

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed herein. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

Disqualification of Work Order Solicitation Proposal:

A Work Order Solicitation proposal may be disqualified from consideration because RR/CC determined it was non-responsive at any time during the review/evaluation process. If a RR/CC determine that a proposal is disqualified due to non-responsiveness, the VESSMA Administrator shall notify the proposer in writing. Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the RR/CC 's sole discretion, be denied if the request does not satisfy all of the following criteria: (a) The person or entity requesting a Disqualification Review is the Proposer; (b) The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

(c) The request for a Disqualification Review asserts that RR/CC's determination of disqualification due to

non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions. The Disqualification Review shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Solicitation Response Filing Instructions:

(This section will contain specific information regarding what forms and supporting documentation is being required, as well as the date and time for filing Solicitation Responses).

Filing Location:

Work Order Solicitation Responses (WOSR) shall be filed as follows:

- An electronic copy in PDF format submitted via email to the VESSMA Administrator (contracts@rcc.lacounty.gov) with "WORK ORDER SOLICITATION RESPONSE FOR VESSMA WORK ORDER # _____" in the subject line of the email and the body of the email shall contain the name and address of the Qualified Contractor.

EXHIBIT B, Attachment B2
CERTIFICATION OF EMPLOYEE STATUS

(NOTE: THIS CERTIFICATION IS TO BE EXECUTED AND RETURNED TO COUNTY WITH CONTRACTOR'S EXECUTED WORK ORDER. WORK CANNOT BEGIN ON THE WORK ORDER UNTIL COUNTY RECEIVES THIS EXECUTED DOCUMENT.)

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

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

EMPLOYEES

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

EXHIBIT C
COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. #22-001

WORK ORDER NO. _____

COUNTY VESSMA ADMINISTRATOR:

Name: _____ **Title:** _____
Address: _____
Telephone: _____ **E-Mail:** contracts@rrcc.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: _____ **Title:** _____
Address: _____
Telephone: _____ **E-Mail:** contracts@rrcc.lacounty.gov

COUNTY WORK ORDER PROJECT MANAGER(S):

(THIS SECTION WILL BE COMPLETED BY THE COUNTY DEPARTMENTAL WORK ORDER PROJECT MANAGER ASSIGNED TO THE SPECIFIC WORK ORDER EXECUTED UNDER THIS AGREEMENT)

Name: _____ **Title:** _____
Address: _____
Telephone: _____ **E-Mail:** _____

Name: _____ **Title:** _____
Address: _____
Telephone: _____ **E-Mail:** _____

BACKGROUND CHECK INQUIRIES:

Name: _____ **Title:** _____
Telephone: _____ **E-Mail:** _____

INVOICES

SEND INVOICES (INCLUDE MA NAME + MA CATEGORY/SUBCATEGORY, MASTER AGREEMENT #, WO #, AND NAME OF COUNTY PROJECT DIRECTOR ON YOUR INVOICE): accountspayable@rrcc.lacounty.gov

SEND INSURANCE DOCUMENTS TO: contracts@rrcc.lacounty.gov

EXHIBIT D CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

(AS IT APPEARS ON STATE FILED DOCUMENT)

MASTER AGREEMENT NO. #22-001

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

(RESPONSIBLE FOR CONTRACTOR'S ADMINISTRATION OF THIS MASTER AGREEMENT AND SHALL COORDINATE WITH COUNTY'S VESSMA ADMINISTRATOR, OR HIS OR HER DESIGNEE, WITH RESPECT TO ALL ADMINISTRATIVE MATTERS)

Name: _____ **Title:** _____

Address: _____

Telephone: _____ **E-Mail:** _____

CONTRACTOR'S PROJECT MANAGER (A) and DESIGNEE (B):

(RESPONSIBLE FOR CONTRACTOR'S DAY-TO-DAY ACTIVITIES AS RELATED TO THIS MASTER AGREEMENT AND SHALL COORDINATE WITH COUNTY'S WORK ORDER PROJECT MANAGERS ON A REGULAR BASIS WITH RESPECT TO ALL ACTIVE WORK ORDERS)

(A) Name: _____ **Title:** _____

Address: _____

Telephone: _____ **E-Mail:** _____

(B) Name: _____ **Title:** _____

Address: _____

Telephone: _____ **E-Mail:** _____

CONTRACTOR'S AUTHORIZED OFFICIAL(A) and DESIGNEE (B)

(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)

(A) Name: _____ **Title:** _____

Address: _____

Telephone: _____ **E-Mail:** _____

(B) Name: _____ **Title:** _____

Address: _____

Telephone: _____ **E-Mail:** _____

Notices to Contractor shall be sent to the following address:

Name: _____ **Title:** _____

Address: _____

Telephone: _____ **E-Mail:** _____

CONTRACTOR'S NAME: _____

(AS IT APPEARS ON STATE FILED DOCUMENT)

43.0 NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

(ALL NOTICES OR DEMANDS REQUIRED OR PERMITTED TO BE GIVEN OR MADE UNDER THIS MASTER AGREEMENT)

Address: _____

Email: _____

THE RESPONSES TO ITEMS #1 THROUGH #6 BELOW ARE REQUESTED FOR INFORMATIONAL PURPOSES ONLY.

1. If your firm is a corporation; enter state filed (legal) name (found on the Articles of Incorporation) and the state where Incorporated:

Name: _____

State: _____

2. Is your firm a partnership? ☐ Yes ☐ No **or**, a sole proprietorship? ☐ Yes ☐ No

If yes, enter the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? ☐ Yes ☐ No

If yes, please list all DBA's and the County(s) of registration:

<u>Name</u>	<u>County of Registration</u>

If yes, please enter;

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

Please provide office facsimile number: _____

5. Please provide office E-Mail address: _____

EXHIBIT E
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

EXHIBIT F
FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

F1 CERTIFICATION OF EMPLOYEE STATUS

F2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT CONTRACTS

F3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

IT CONTRACTS

F3-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT

EXHIBIT F1 - CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. #22-001

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

EMPLOYEES

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

Exhibit F
Forms Required for Each Work Order Before Work Begins
F2 - Certification of No Conflict of Interest
Page 1 of 1

EXHIBIT F2 - CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. #22-001

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

"Certain contracts prohibited.

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

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

Exhibit F
Forms Required for Each Work Order Before Work Begins
F3 (NON-IT) - Contractor Acknowledgement and Confidentiality Agreement
Page 1 of 1

EXHIBIT F3 (NON-IT)
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No. _____

County Master Agreement No. #22-001

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____
PRINTED NAME: _____
POSITION: _____

DATE: ____/____/____

EXHIBIT F3-IT
CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT
AGREEMENT

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

Contractor Name _____

Work Order No. _____

County Master Agreement No. #22-001

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.

Exhibit F3
Forms Required for Each Work Order Before Work Begins
F3-IT - Contractor Acknowledgement and Confidentiality 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: _____

EXHIBIT G

Title 2 ADMINISTRATION **Chapter 2.203.010 through 2.203.090** **CONTRACTOR EMPLOYEE JURY SERVICE**

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision;
or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- 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)

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.

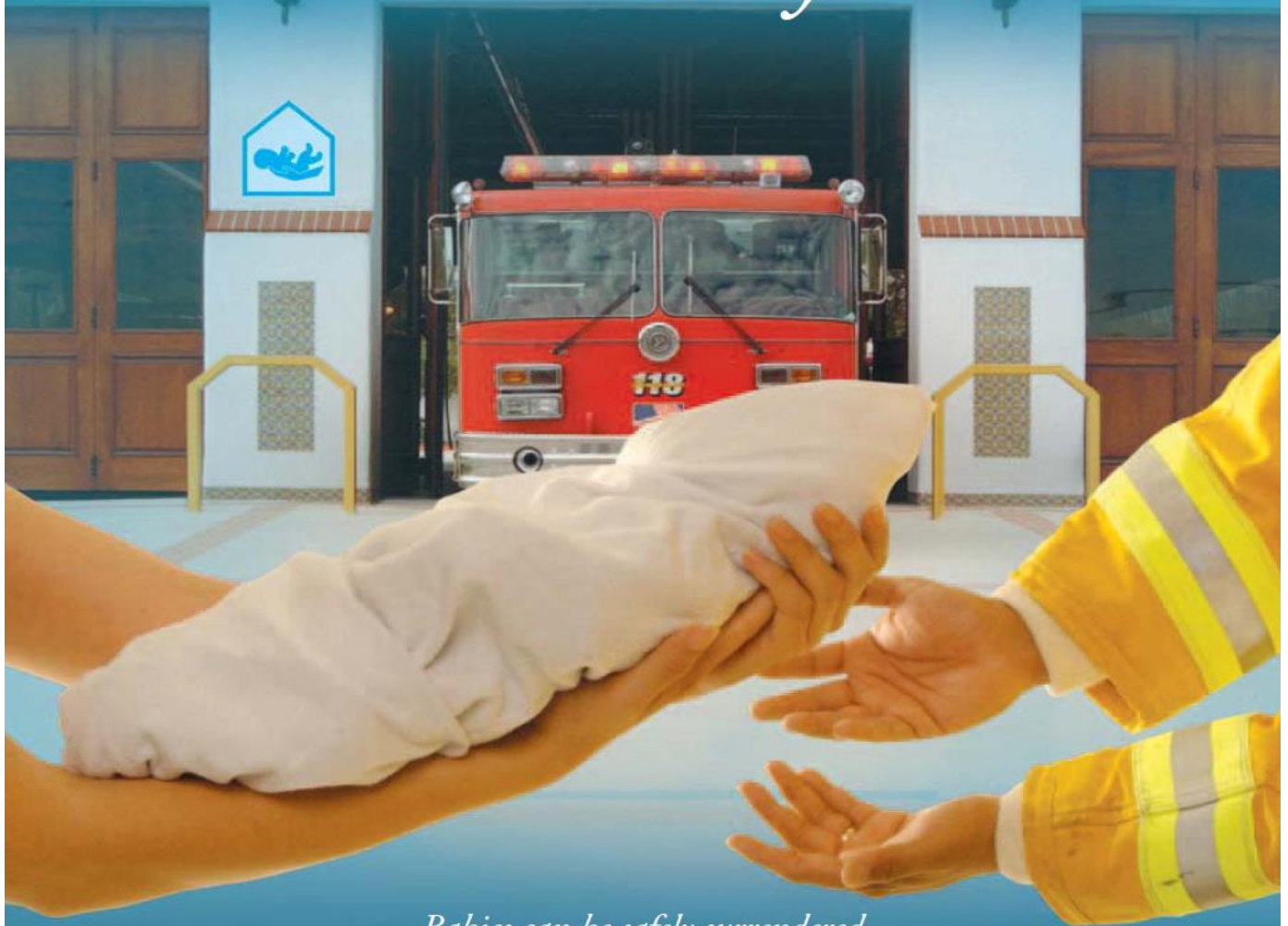
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

Exhibit H
Intentionally Omitted

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

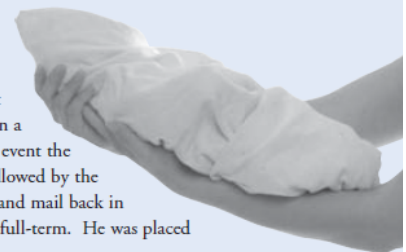
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



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



Intentionally Omitted

EXHIBIT K

EVALUATION PROCESS FOR CERTAIN WORK ORDER SOLICITATIONS

Any Work Order Solicitation (WOS) where the evaluation considers factor(s) other than the lowest cost shall be subject to the following additional requirements.

1. **Protest Policy Review Process.** Any Qualified Contractor that submits a complete and valid response to a Work Order Solicitation ("Qualified Proposer") shall have the following additional rights. It is the responsibility of the Qualified Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the Work Order Solicitation process to justify invalidation of a proposed Work Order award. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of any Work Order based on a protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so. Unless state or federal statutes or regulations otherwise provide, the grounds for the additional review provided in this Exhibit J are limited to a review of the proposed Contractor selection as more fully described below.
2. **Debriefing.** Upon completion of the evaluation, the RR/CC representative shall notify the remaining Qualified Proposer(s) in writing that RR/CC is going to award the Work Order to another Qualified Proposer. Upon receipt of the letter, any non-selected Qualified Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in RR/CC's sole discretion, be denied if the request is not received within the specified timeframe. The purpose of the Debriefing is to compare the requesting Qualified Proposer's response to the Work Order Solicitation document with the evaluation document. The requesting Qualified Proposer shall be debriefed only on its response. Because the Work Order has not been awarded and executed, responses from other Qualified Proposers shall not be discussed, although RR/CC may inform the requesting Qualified Proposer of its relative ranking. During or following the Debriefing, RR/CC will instruct the requesting Qualified Proposer of the manner and timeframe in which the requesting Qualified Proposer must notify RR/CC of its intent to request a Proposed Contractor Selection Review, if the requesting Qualified Proposer is not satisfied with the results of the Debriefing.
3. **Proposed Contractor Selection Review.** Any Qualified Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section 3 may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by RR/CC. A request for a Proposed Contractor Selection Review may, in RR/CC's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a) The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by RR/CC);
 - b) The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - (A) The Department materially failed to follow procedures specified in its

Work Order Solicitation document. This includes: Failure to correctly

- (B) apply the standards for reviewing the proposal format requirements.
- (C) Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
- (D) Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- (ii) RR/CC made identifiable mathematical or other errors in evaluating proposals, resulting in the Qualified Proposer receiving an incorrect score and not being selected as the recommended Contractor.
- (iii) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- (iv) Another basis for review as provided by state or federal law; and
- c) The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Qualified Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, RR/CC representative shall issue a written decision to the Qualified Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Work Order is awarded. The written decision shall additionally instruct the Qualified Proposer of the manner and timeframe for requesting a County Independent Review.

4. County Independent Review Process. Any Qualified Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by RR/CC in RR/CC's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- a) The request for a County Independent Review is submitted timely (i.e., by the date and time specified by RR/CC); and
- b) The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from RR/CC's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3 above.

Upon completion of the County Independent Review, the County's Chief Executive Office will forward the report to the RR/CC representative, who will provide a copy to the Qualified Proposer.

EXHIBIT L
VESSMA RISK SCHEDULE

The following Risk Schedules are assigned to each VESSMA Category according to Services being provided within the Categories' VESSMA Work Orders.

The VESSMA Work Order Limitation of Liability for VESSMA Master Agreement Paragraph 21.0 (Compliance with Applicable Law), Paragraph 36.0 (Employment Eligibility Verification), Paragraph 38.0 (Fair Labor Standards), Paragraph 43.0 (Intellectual Property Indemnification), Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification), Paragraph 46.0 (General Provision for all Insurance Coverage), Paragraph 47.0 (Confidentiality and Security) and Paragraph 59.0 (Subcontracting) shall be as follows:

1. For Work Orders issued for Services in VESSMA Category One, Two, Three, Five and Six Work Orders, Contractor's liability for applicable Work Orders shall be limited to the greater of five (5) times the VESSMA Work Order's Total Maximum Sum or Five Million Dollars (\$5,000,000), whichever is greater.
2. For Work Orders issued for Services in VESSMA Category Four Work Orders, Contractor's liability for applicable Work Orders shall be limited to the greater of ten (10) times the VESSMA Work Order's Total Maximum Sum or Ten Million Dollars (\$10,000,000), whichever is greater.

If a Work Order is issued for Services in multiple Categories, the limitation of liability shall be set at the higher designation set forth above (e.g., a Work Order issued for Services in Category Four and Category Five shall have the limitation of liability set for Category Four).

EXHIBIT M
TABLE OF CONTENTS

THESE FORMS ARE REQUIRED AT THE COMPLETION OF EACH WORK ORDER WHEN THE WORK ORDER INVOLVED INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE MASTER AGREEMENT TERM.

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

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

EXHIBIT M1
INDIVIDUAL'S ASSIGNMENT AND
TRANSFER OF COPYRIGHT

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

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

_____ and Grantee have entered into County of
Los Angeles Agreement Number #22-001 for _____, dated
_____, as amended by Amendment Number _____, dated _____,

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

Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

EXHIBIT M2
CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

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

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

Grantor and Grantee have entered into County of Los Angeles Agreement Number #22-001 for _____, dated _____, as amended by Amendment Number _____, dated _____,

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

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

EXHIBIT M3
(To Be Completed By County and attached to M1 and/or M2)

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

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

On _____, 202____, before me, the undersigned, a Notary Public in and
for the State of California, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the
_____ of _____,
the corporation that executed the within Assignment and Transfer of Copyright, and further
acknowledged to me that such corporation executed the within Assignment and Transfer of
Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT N

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Master Agreement") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Master Agreement by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Master Agreement, to immediately terminate the Master Agreement. To the extent there are conflicts between this Exhibit and the Master Agreement, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

Exhibit N
Information Security and Privacy Requirements

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

Exhibit N

Information Security and Privacy Requirements

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

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

Exhibit N
Information Security and Privacy Requirements

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Master Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Master Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Master Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Master Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Master Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course

Exhibit N
Information Security and Privacy Requirements

of performing this Master Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

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

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover,

Exhibit N

Information Security and Privacy Requirements

but may not be limited to the following topics:

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

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's

Exhibit N
Information Security and Privacy Requirements

control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Master Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Master Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Master Agreement or at any time upon the County's request. On termination or expiration of this Master Agreement, the County will return or destroy all Contractor's Information marked as

Exhibit N
Information Security and Privacy Requirements

confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

Exhibit N
Information Security and Privacy Requirements

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov
Chief Information Security Officer:
Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell

Exhibit N
Information Security and Privacy Requirements

Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012

(213) 351-5363

Departmental Information Security Officer:

Name: Daniel Temisanren

Departmental Information Security Officer

Address: 12400 E Imperial Hwy

City, State Zip: Norwalk, CA 90650

Phone: (562) 462-2445

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

Notwithstanding any other provisions in this Master Agreement and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

Exhibit N
Information Security and Privacy Requirements

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

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

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Master Agreement.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and

Exhibit N

Information Security and Privacy Requirements

implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

17. CYBER LIABILITY INSURANCE

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

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$10 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.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

Exhibit N
Information Security and Privacy Requirements

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

TABLE OF CONTENTS

ADDENDUM TO EXHIBIT N

ADDENDUM A - SOFTWARE AS A SERVICE (SAAS)

ADDENDUM B - CONTRACTOR HARDWARE CONNECTING TO COUNTY
SYSTEMS

ADDENDUM C - APPLICATION SOURCE CODE REPOSITORY

EXHIBIT N - ADDENDUM A
SOFTWARE AS A SERVICE (SaaS)

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

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Master Agreement and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

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

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

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers. During the term of this Master Agreement, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

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

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

EXHIBIT N - ADDENDUM B
CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

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

drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Master Agreement in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).

- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

EXHIBIT N - ADDENDUM C
APPLICATION SOURCE CODE REPOSITORY

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

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Master Agreement, (hereinafter referred to as “County Source Code”) shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the Master Agreement period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

Exhibit O

Subsequent Executed Work Orders

**INSTRUCTIONS FOR
COMPLETING CERTIFICATION
OF COMPLIANCE**

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

To comply with the Vaccine Mandate Ordinance, please:

- ✓ Have an authorized representative complete the Certification of Compliance
- ✓ List all contracts with the County, unless otherwise instructed by the department to have separate compliance forms for each contract
- ✓ Indicate whether all or most Contractor Personnel (note Contractor Personnel includes subcontractors) are fully vaccinated
- ✓ List All Contractor Personnel who have been granted a valid medical or religious exemption, and therefore subject to weekly testing
- ✓ Sign and date (please note that form can be signed electronically)
- ✓ Email the completed, signed and dated Certification of Compliance form to:
 - contracts@rcc.lacounty.gov

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]:

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

Signature

Date

Title

Company/Contractor Name

DATE

To: All [Department] Employees

From: [Sender's Name]
[Title]

COMPANY NAME WORKFORCE COVID-19 VACCINATION POLICY

Public Health experts at the national and local level have consistently said that vaccinations are the best tool we have to stop the COVID-19 pandemic.

Effective DATE, the COMPANY NAME has implemented a COVID-19 Vaccination Policy. This new policy establishes that **all members of the COMPANY NAME workforce must be fully vaccinated and must provide proof of vaccination, unless they have been granted an accommodation for qualifying medical or religious reasons.** The Policy, titled *COVID-19 Vaccination Policy*, is provided here for your review.

All employees are now required to take the following steps to ensure full compliance with the *COVID-19 Vaccination Policy*:

- All employees must provide proof of vaccination status to Human Resources (HR). Whether you are vaccinated, semi-vaccinated, or intend to request an accommodation, all employees must provide their status.
- **Submit an Accommodation Request, if appropriate:** Employees seeking an accommodation from the vaccination requirement due to qualifying medical or religious reasons must provide a completed request form to [insert department HR or company contact]. Information about the accommodations process, as well as all necessary request forms are available at .
- **Begin weekly testing, if not yet fully vaccinated:** Employees who are in the process of receiving COVID-19 vaccinations or have requested an accommodation related to the COVID-19 Vaccination Policy must begin testing for COVID-19 on a weekly basis [unless more frequent testing is otherwise required by company policy, or federal, state or local orders]. Testing at Company-designated sites can be done on Company time. A list of all testing sites is provided here for your use; more information on the COVID-19 testing process is provided online at .

Employees who have not provided proof of full vaccination status should request reasonable time off from their supervisor to test for COVID-19 and discuss their testing schedule until fully vaccinated. If getting to any of the available testing sites presents a hardship (due to distance or hours of operation), employees should work with their supervisor and/or HR office to determine what other options may be available.

The [Company] is committed to supporting all employees through this process and providing the information and resources needed for everyone to fully understand the new requirements. More

**EXHIBIT P
COVID MANDATE**

Attachment 3

information about the *COVID-19 Vaccination Policy* will be provided at [*upcoming all staff meetings/future correspondence/etc.*]. For additional information about the COVID-19 Vaccination Policy and all related processes, you may also visit <https://publichealth.lacounty.gov>

Please reach out to [*contact name/group*], the company's [*HR Staff/COVID team*] if you have any questions about the Exemption/Accommodation Request process.

Yours in health.

SAMPLE

COMPANY NAME

MEDICAL/DISABILITY ACCOMMODATION REQUEST
FORM

COVID-19 Vaccination Mandate

EMPLOYEE NAME	EMPLOYEE ID
JOB TITLE	LOCATION
Organization	SUPERVISOR
PHONE NUMBER	EMAIL

I am requesting a reasonable accommodation from the (Company Name) COVID-19 Vaccination Policy because I have a medical condition, contraindication, or precaution that prevents me from receiving a COVID-19 vaccine.

I understand that, as part of this request, I must submit a completed **Healthcare Provider Statement** from my licensed healthcare provider within ten (10) business days of the date of this request, and that the **Healthcare Provider Statement** must be signed by a physician, nurse practitioner, or other licensed medical professional practicing under the license of a physician.

I understand that in the event I cannot submit a completed **Healthcare Provider Statement** within ten (10) business days, I may request an extension in writing from **Human Resources**.

Please provide any additional information that you think may be helpful in processing your request.

Do not identify your diagnosis, disability, or other protected health information.

--

EMPLOYEE ACKNOWLEDGEMENT

While my request is pending, I understand that I must comply with the safety practices (e.g., face coverings, regular asymptomatic testing) for unvaccinated or incompletely vaccinated individuals as a condition of my employment. These required safety practices are defined by the Centers for Disease Control and Prevention, the California Department of Public Health, California Department of Industrial Relations, Division of Occupational Safety and Health, Los Angeles County Department of Public Health, and Los Angeles County Code. I also understand that I must comply with any additional safety practices

COMPANY NAME

**MEDICAL/DISABILITY ACCOMMODATION REQUEST
FORM**

COVID-19 Vaccination Mandate

applicable to my circumstances or position.

EMPLOYEE NAME	EMPLOYEE ID
JOB TITLE	Organization

If my request is granted, I understand that I will be required to comply with company safety protocols for unvaccinated employees as a condition of my employment.

Employee Printed Name	
Employee Signature	
Date	

FOR COMPANY USE ONLY

Date Request Received	
Received By / Title	
Date Receipt of Acknowledgement was sent to Employee	

COMPANY NAME
RELIGIOUS ACCOMMODATION REQUEST FORM
COVID-19 Vaccination Mandate

EMPLOYEE NAME	EMPLOYEE ID
JOB TITLE	LOCATION
DEPARTMENT	SUPERVISOR
PHONE NUMBER	EMAIL

I am requesting, as a reasonable accommodation related to the (Company Name) COVID-19 vaccination mandate for employees based on my sincerely held religious belief(s), practice(s), or observance(s).

Please **identify** your sincerely held religious belief(s), practice(s), or observance(s) that is/are the basis for your request for an accommodation. *You may attach additional sheets if necessary.*

A sincerely held religious belief, practice, or observance is a belief, practice, or observance that can include theistic beliefs as well as non-theistic moral or ethical beliefs as to what is right and wrong which are sincerely held with the strength of traditional religious views. Social, political, or economic philosophies, as well as mere personal preferences, are not religious beliefs protected by law. However, overlap between a religious and political view does not necessarily place it outside the scope of religious protections, if that view is part of a comprehensive religious belief system and is not simply an isolated teaching.

<p><i>(This area is for your response to the request for accommodation.)</i></p>
--

COMPANY NAME
RELIGIOUS ACCOMMODATION REQUEST FORM
COVID-19 Vaccination Mandate

EMPLOYEE NAME	EMPLOYEE ID
DEPARTMENT	

Please briefly **explain** how your sincerely held religious belief, practice, or observance that conflicts with your getting a COVID-19 vaccine. *You may attach additional sheets if necessary.*

--

In the last three years, have you been vaccinated against any disease (e.g., Chicken Pox, Influenza, Hepatitis B, Tetanus, Shingles, etc.)?

- ☐ No.
- ☐ Yes. What was the approximate date of your last vaccination? _____

***The question above is being asked to facilitate the interactive process.
Answering "Yes" will not automatically disqualify you from receiving an accommodation.***

Please provide any additional information that you think may be helpful in processing your religious accommodation request. *You may attach additional sheets if necessary.*

--

COMPANY NAME
RELIGIOUS ACCOMMODATION REQUEST FORM
COVID-19 Vaccination Mandate

EMPLOYEE NAME	EMPLOYEE ID
DEPARTMENT	

EMPLOYEE ACKNOWLEDGEMENT

While my request is pending, I understand that I must comply with the safety practices (e.g., face coverings, regular asymptomatic testing) for unvaccinated or incompletely vaccinated individuals as a condition of my employment. These required safety practices are defined by the Centers for Disease Control and Prevention, California Department of Public Health, California Department of Industrial Relations, Division of Occupational Safety and Health, and Los Angeles County Department of Public Health, and Los Angeles County Code. I also understand that I must comply with any additional safety practices applicable to my circumstances or position.

If my request is granted, I understand that I will be required to comply with departmental safety protocols for unvaccinated employees as a condition of my employment.

I verify the truth and accuracy of the statements in this request form.

Employee Printed Name	
Employee Signature	
Date	

FOR COMPANY USE ONLY

Date Request Received	
Received By	
Date Receipt of Acknowledgement was sent to Employee	

VESSMA SERVICE CATEGORIES		
Service Category #	VESSMA Category Name	Description / Overview
Service Category 1	Vote Center Deployment Services	This service category includes coordination of the entire transportation and deployment of materials and equipment to the specified number of indoor and outdoor Vote Centers (VCs) and Election Worker training sites for a given election cycle.
Service Category 2	Election Operations Management and Planning Services	This service category includes IT support operations management, elections operations management, change management, quality assurance, independent validation and verification, training, and risk management as it relates to election support operations.
Service Category 3	Vote Center Network Support	This service category includes Vote Center suitability assessment; the preparation of the routers for an election through kitting, staging, and subsequent setup at the designated Vote Centers; and Vote Center Network Monitoring and Troubleshooting services during an election cycle.
Service Category 4	Election Cybersecurity Services	This service category includes Election Security Monitoring and Implementation, Election Security Risk Assessments, and Regulatory Compliance services.
Service Category 5	VSAP Tally and VSAP Ballot Layout (VBL) Support	This service category includes necessary new features and enhancements to the VSAP Tally and the VSAP Ballot Layout (VBL) application that are responsible for ballot layouts and tabulation.
Service Category 6	Election Support Services	This service category includes election support services in election call centers, at Vote Centers, and election systems enhancements and support. These services and enhancements are required to meet applicable local, state, or federal requirements including those related to the California Elections Code and related regulations.
Service Category 7	BMD/BMG Enhancement & Maintenance	This service category includes enhancements, development, and maintenance necessary to sustain the BMG environment (Ballot Marking Device Management System) and the Ballot Marking Devices (BMDs).
Service Category 8	Infrastructure Support Services	This service category includes hosting, enhancements, development, and maintenance necessary to sustain existing infrastructure for election critical systems.
Service Category 9	Voter Education and Outreach Communication Campaign Services	This category includes services for developing, purchasing, executing, tracking, and reporting for/on voter education and outreach campaigns in a large multicultural jurisdiction.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/9/2022							
BOARD MEETING DATE	3/1/2022							
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Registrar-Recorder/County Clerk							
SUBJECT	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							
PROGRAM	RESTRICTIVE COVENANT MODIFICATION PROGRAM							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	N/A							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: There is no impact to net County cost.</td><td>Funding source: Funding source: The revenue collected will be accounted for in a budgeted special revenue trust fund with all related program expenses charged to the dedicated account.</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2">Explanation: The Department anticipates collecting approximately \$2.5 million per fiscal year, along with projected revenue in the current fiscal year, for the period of March 2022 through June 2022.</td></tr> </table>		Total cost: There is no impact to net County cost.	Funding source: Funding source: The revenue collected will be accounted for in a budgeted special revenue trust fund with all related program expenses charged to the dedicated account.	TERMS (if applicable): N/A		Explanation: The Department anticipates collecting approximately \$2.5 million per fiscal year, along with projected revenue in the current fiscal year, for the period of March 2022 through June 2022.	
Total cost: There is no impact to net County cost.	Funding source: Funding source: The revenue collected will be accounted for in a budgeted special revenue trust fund with all related program expenses charged to the dedicated account.							
TERMS (if applicable): N/A								
Explanation: The Department anticipates collecting approximately \$2.5 million per fiscal year, along with projected revenue in the current fiscal year, for the period of March 2022 through June 2022.								
PURPOSE OF REQUEST	AB 1466 imposes a state-mandated, local program and authorizes the Department, upon authorization by your Board, to charge an additional fee of \$2.00 for every real estate instrument, paper, or notice required or permitted by law to be recorded for the purpose of funding a restrictive covenant modification program to assist in the redaction of unlawfully restrictive covenants (discrimination in housing based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information). Each county recorder shall (a) prepare an implementation plan by July 1, 2022, (b) identify unlawfully restrictive covenants in the records of their office, and (c) redact unlawfully restrictive covenants after review and approval by County Counsel within a reasonable period of time not to exceed three (3) months.							
BACKGROUND (include internal/external issues that may exist including any related motions)	Subject to authorization from the Board of Supervisors per GC 27388.2, and in accordance with applicable constitutional requirements, and in accordance with applicable constitutional requirements, a county recorder shall impose a fee of \$2.00 to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, for the purpose of funding the restrictive covenant modification program established under these provisions. The bill would exempt certain documents from a fee established pursuant to these provisions and would prohibit a county recorder to charge the \$2.00 fee after December 31, 2027 unless the fee is reauthorized for a maximum of five (5) additional years per legislation.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Name: Monique Blakely, Assistant Registrar-Recorder/County Clerk, Recorder Bureau Phone: (562) 462-2073 Email: MBlakely@rrcc.lacounty.gov							



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

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:

**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
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Registrar-Recorder/County Clerk (Department), pursuant to Assembly Bill (AB) 1466 which amends Sections 12956.1, 12956.2, 27282 and 27388.1, and adds Sections 12956.3 and 27388.2 to the Government Code, requests approval and authorization to develop and implement a restrictive covenant modification program as well as charge an additional two dollar (\$2.00) fee for every real estate instrument, paper, or notice required or permitted by law for the purpose of funding the restrictive covenant programs established under these provisions. AB1466 also exempts restrictive covenant modification documents from the seventy-five dollar (\$75.00) Senate Bill (SB) 2 fees, and allows counties to establish a special revenue fund for the restrictive covenant modification program.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING:

1. Authorize the Registrar-Recorder/County Clerk (Department) to develop and implement a Restrictive Covenant Modification Program pursuant to California Government Code (GC) section 12956.3.
2. Authorize the Department to charge an additional fee of \$2.00 for the recordation of every real estate instrument, paper, or notice required or permitted by law to be

recorded per (GC) 27388.2 for the purpose of funding a restrictive covenant modification program established under AB 1466 through December 31, 2027.

3. Authorize the Department to begin collection of the \$2.00 fee for every real estate instrument, paper, or notice required or permitted by law to be recorded for the purpose of funding the restrictive covenant modification program thirty (30) days after initial notice has been given to the general public.
4. Authorize the Department to establish a Special Revenue Fund so the funds generated by this fee will be used by the Department for the sole purpose of developing and implementing a restrictive covenant modification program pursuant to Section 12956.3(a).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department, as the official custodian of records for the County of Los Angeles (County), is responsible for maintaining real property records. AB 1466 would require the county recorder of each county in California to establish a restrictive covenant modification program to assist in the redaction of unlawfully restrictive covenants (clauses which mandate housing discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information) which are in violation of subdivision (l) of Government Code Section 12955. This action will enable the County's compliance with the State legislation.

Subject to authorization from the Board of Supervisors per GC 27388.2, and in accordance with applicable constitutional requirements, a county recorder shall impose a fee of \$2.00 to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, for the purpose of funding the restrictive covenant modification program established under these provisions. The bill would exempt certain documents from the fee established pursuant to these provisions, and would prohibit a county recorder from charging the \$2.00 fee after December 31, 2027 unless the fee is reauthorized by the Board of Supervisors for a maximum of five (5) additional years. In addition, a Special Revenue Fund will be created for the purpose of collecting the above fee. The fee would be charged thirty (30) days after initial notice has been given to the general public.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Service Excellence: Provide the public with effective delivery of services within the County by implementing integrated services to comply with legislative mandates contained in recorded documents available for public viewing while effectively managing existing resources. The use of the revenue generated from the additional fee

will allow the County to comply with new State law and provide enhanced services at no additional cost to the County.

FISCAL IMPACT/FINANCING

The Department anticipates collecting approximately \$2.5 million per fiscal year, along with projected revenue in the current fiscal year, for the period of March 2022 through June 2022. The revenue collected will be accounted for in a budgeted special revenue trust fund with all related program expenses charged to the dedicated account. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

AB 1466 imposes a state-mandated, local program and authorizes the Department, upon authorization by your Board, to charge an additional fee of \$2.00 for every real estate instrument, paper, or notice required or permitted by law to be recorded for the purpose of funding a restrictive covenant modification program.

This bill would require the County Recorder of each county to establish a restrictive covenant modification program to assist in the redaction of unlawfully restrictive covenants in previously recorded documents in paper, books, microfilm, microfiche and imaged formats. The bill would require (1) each county recorder to prepare an implementation plan by July 1, 2022, (2) identify unlawfully restrictive covenants in the records of their office, and (3) redact unlawfully restrictive covenants after review and approval by County Counsel within a reasonable period of time not to exceed three (3) months. The bill also requires the County Recorder to make Restrictive Covenant Modification forms available to the public onsite or online and require the County to permit the submission of a form that will correct unlawfully restrictive covenants for multiple dwellings within a subdivision.

Additionally, the bill stipulates that the County Records Association of California submit reports to the Legislature by January 1, 2023 and January 1, 2025 detailing the progress of each county's restrictive covenant program as well as convene an annual best practices meeting to share ideas and solutions on the implementation of restrictive covenant programs.

The Department estimates approximately one-hundred twenty-seven million (127,000,000) documents, which have been archived and maintained since the 1850s, will need to be reviewed for potential restrictive language. Currently, the Department maintains documents in electronic format from 1977 forward. The recorded documents from 1850 through 1976 require conversion from microfilm and paper formats to an electronic format prior to performing Optical Character Recognition (OCR) to enable the redaction of the restrictive covenant language.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval will ensure the County's compliance with the new State law and enable the Department to collect the additional fee to develop and implement the requirements of AB 1466 through a newly established restrictive covenant modification program.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Attachments

DCL:JG:MB
JP:AN:NH
JS:VW:jw

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