



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Chief Executive Officer

DATE: May 11, 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:

AUTHORIZATION TO ACCEPT AND IMPLEMENT GRANT AWARDS
FROM THE CALIFORNIA ENERGY COMMISSION FOR THE LOS
ANGELES COUNTY REGIONAL ELECTRIC VEHICLE SUPPLY
EQUIPMENT WORKFORCE TRAINING AND DEVELOPMENT
PROGRAM AND THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR THE SUSTAINABLE TRANSPORTATION
PLANNING GRANT PROGRAM
ISD – Minh Le, General Manager

B) Board Letter:

REQUEST TO AWARD AND EXECUTE A SOLE SOURCE CONTRACT
FOR MICROSOFT UNIFIED SUPPORT AND CONSULTING SERVICES
ISD – Christie Carr, Division Manager

CONTINUED ON PAGE 2

- C) Board Letter:
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO
IMPLEMENT THE JUNE 8, 2022 GENERAL RECLASS BOARD
LETTER
CEO/CLASSIFICATION – Ann Havens, Senior Manager
- D) Board Letter:
RELOCATION REIMBURSEMENT FOR ASSISTANT DIRECTOR,
PUBLIC WORKS (UC)
CEO/CLASSIFICATION – Ann Havens, Senior Manager
- E) Board Letter:
APPROVAL OF ACQUISITION, FUNDING AND DISCLOSURE
AGREEMENT FOR COUNTY OF LOS ANGELES COMMUNITY
FACILITIES DISTRICT NO. 2021-01 (VALENCIA-FACILITIES), JOINT
COMMUNITY FACILITIES AGREEMENT FOR COUNTY OF LOS
ANGELES COMMUNITY FACILITIES DISTRICT NO. 2021-01
(VALENCIA-FACILITIES) RELATING TO LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT AND ISSUANCE AND SALE OF
COUNTY OF LOS ANGELES COMMUNITY FACILITIES DISTRICT NO.
2021-01 (VALENCIA-FACILITIES) (IMPROVEMENT AREA NO. 1)
SPECIAL TAX BONDS, SERIES 2022
TTC/DPW – Keith Knox, Treasurer and Tax Collector and
Art Vander Vis, Assistant Deputy Director, Public Works

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) PROBATION – APPROVAL OF A SOLE SOURCE CONTRACT WITH
TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES
ASSESSMENT AND MONITORING SYSTEM (PSAMS) AND RELATED
SERVICES, APPROVE APPROPRIATION ADJUSTMENT FOR FY
2021-22
- B) CEO/RE/DMH – ONE YEAR LEASE AMENDMENT DEPARTMENT OF
MENTAL HEALTH 150 WEST 7TH STREET, SAN PEDRO

CONTINUED ON PAGE 3

- C) ISD – APPROVAL TO UTILIZE INFORMATION TECHNOLOGY INFRASTRUCTURE FUNDS (ITF) FOR A LAPTOP REFRESH PROGRAM TO UPDATE DEPARTMENTAL LAPTOPS
- D) APD – APPROVAL OF A NEW SOLE SOURCE CONTRACT WITH PUBLICIS SAPIENT (FORMERLY VERTIBA, LLC) FOR A CLIENT CASE MANAGEMENT SYSTEM AND APPROVE AN APPROPRIATION ADJUSTMENT
- E) ACC – ACQUISITION AND IMPLEMENTATION OF CENTRALIZED KEY CARD ACCESS CONTROL SYSTEM

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/11/2022	
BOARD MEETING DATE	6/8/2022	
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)	Internal Services Department (ISD)	
SUBJECT	Request approval to accept grant funds and execute contracts for the California Energy Commission (CEC) IDEAL Workforce Pilot for an electric vehicle supply equipment workforce training and development program and from the Caltrans Sustainable Transportation Planning Grant for a shared and electric mobility planning project.	
PROGRAM	Clean Transportation	
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	Approval from both state agencies is expected in June of 2022. Approval from the Board will enable ISD to complete the agreements with each agency and begin implementation in a timely manner. ISD will have 33 months to complete the projects.	
COST & FUNDING	Total cost: \$1,313,316	Funding source: CEC grant: \$550,862 – (\$499,530 from the CEC, \$50,000 from the County Department of Workforce Development, Aging and Community Service, \$1,332 from ISD). CalTrans grant: \$762,454 – (\$675,000 from the CalTRANS, \$87,454 from ISD Operating Budget)
	TERMS (if applicable): The CEC grant shall be completed by March of 2025, and the Caltrans grant shall be completed by February of 2025.	
	Explanation:	
PURPOSE OF REQUEST	Allow ISD to accept grant funds and enter into an agreement with CEC and CalTRANS.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Both projects will help achieve County Sustainability Goal 7, to achieve a fossil-fuel free County. Both projects also address a Board motion approved on April 22, 2021 for ISD to develop a Zero Emission Infrastructure Plan and partner with the Department of Workforce Development, Aging and Community Service and Conservation Corps to create green workforce training opportunities.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: CalEnviroScreen, which identifies locations in the county that are disadvantaged communities based on a variety of socioeconomic and environmental factors, was used to develop the grant proposals. The Clean Transportation Team and GIS Team can work together to determine how best to utilize the County's Equity Indicators Tool to achieve the deliverables in the CalTrans grant.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability Priority and Environmental Justice and Climate Health Priority. Both projects will lead to improved air quality by reducing the number of internal combustion engine vehicles on the road in the County as a result of placing EVSE where it is needed. The CalTrans funded project addresses environmental justice by contracting with local Community Based Organizations to gather input from residents in underserved communities on where EVSE and park and ride lots are most needed.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Minh le, General Manager, 562-367-5153, msle@isd.lacounty	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

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

June 08, 2022

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT TWO GRANT
AWARDS: FROM THE CALIFORNIA ENERGY COMMISSION
FOR THE LOS ANGELES COUNTY REGIONAL ELECTRIC
VEHICLE SUPPLY EQUIPMENT WORKFORCE TRAINING AND
DEVELOPMENT PROGRAM; AND THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR THE
SUSTAINABLE TRANSPORTATION PLANNING GRANT
PROGRAM; APPROVAL OF
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

The Internal Services Department (ISD) was awarded a \$499,530 grant from the California Energy Commission (CEC) for the Los Angeles County (County) Regional Electric Vehicle Supply Equipment (EVSE) Workforce Training and Development Program, and a \$675,000 grant from the California Department of Transportation (CalTrans) for the County of Los Angeles Shared and Electric Mobility Project. Requesting approval to authorize ISD to (1) accept CEC grant funds up to \$499,530 (2) accept Caltrans grant funds up to \$675,000 (2) delegate authority to the Director of ISD or his designee to execute other documents, agreements, sub-recipient agreements or contracts associated for the acceptance and use of these grants, subject to the approval of County Counsel as to form, and (4) find that the proposed projects are exempt from the California Environmental Quality Act (CEQA).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of ISD (or designee) to accept grant funds in amounts up to \$499,530 from the CEC for the County Regional EVSE Workforce Training and Development Program and to execute all necessary contractual and program documents to secure grant funding (including without limitation, CEC grant contract, amendments or change orders, and, subject to available funds, alterations in the grant amount);

2. Authorize the Director of ISD (or designee) to accept grant funds in amounts up to \$675,000 from CalTrans for the County of Los Angeles Shared and Electric Mobility Project and to execute all necessary contractual and program documents to secure grant funding (including without limitation, Caltrans grant contract, amendments or change orders, and, subject to available funds, alterations in the grant amount);
3. Delegate authority to the Director of ISD, or his designee, to execute other documents, agreements, sub-recipient agreements or contracts associated for the acceptance and use of these grants, subject to the approval of County Counsel as to form; and
4. Find that the proposed projects are categorically exempt from the provisions of CEQA pursuant to Section 15301 (a), (d), and (f).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 6, 2019, your Board adopted the County Sustainability Plan, OurCounty, which sets a target of installing 5,000 electric vehicle charging stations by 2025 and 15,000 by 2035. On May 26, 2020, your Board established ISD as the lead County department for deploying charging station infrastructure and collecting data on clean transportation (May 26, 2020). Approval of the recommended actions will allow ISD to formally accept these grants to further work towards County Goals, policies, and motions. The justification for authorizing each grant is described below.

CEC County Regional EVSE Workforce Training and Development Program

This proposed project was developed in collaboration with the County's Department of Workforce Development Aging and Community Service (WDACS), to address the inadequate EVSE workforce to meet current or future needs. As ISD expands the number of charging stations at County facilities, we are finding that the current pool of contractors are trained-staff limited. This dearth of trained technicians is impacting the rate at which we can complete and deploy new EVSE installations. Demand for workers with EVSE experience is at an all-time high, with 2,000 job postings in EVSE related jobs statewide. The County's primary network provider has only one technician in the LA region to support its current network of 700 charging stations, which is vastly insufficient to keep charging stations operational. In the last year, several EVSE installation projects have been delayed because qualified employers do not have enough employees to complete installations in a timely manner. Additionally, the County received only two qualified applicants in response to a job posting for an EVSE project manager position. With the State, local, and now federal mandates to significantly enhance the rollout of charging

stations, new and continuous workforce with specialized training on EVSE infrastructure cannot come soon enough.

This proposed project will help build a regional workforce desperately needed today by the County, cities, contractors, installers, and network providers. The program will provide training to the current and future workforce with skills needed to effectively and safely design, install, manage, maintain, and repair EVSE. This grant will enable 90 current and future workers to pilot and help improve the training. Expected participants in the pilot, are ten County employees, 20 California Conservation Corps servicemembers, and 60 workers from other municipalities and industry around the County. The program also includes a train-the trainer model, which will be offered to ten Community College faculty in Los Angeles County. This component will lead to hundreds more gaining skills or employment in the growing EVSE industry, as community colleges offer the course at their institutions. Additionally, the curriculum will be made available to community colleges throughout the state, leading to thousands more being employed or gaining new skills in the future.

The County was awarded a \$499,530 in grant funds to implement this program. Through this project, the County will also initiate a partnership and execute a Sub-Recipient Agreement with Cerritos Community College for \$176,977 to cover training curriculum development and instruction. The grant includes a match fund of \$50,000 from the Los Angeles County Workforce Development Aging and Community Services (WDACS) Department. The matching funds from WDACS will cover the cost for LA County employees to participate in the training and LA County electricians to become and maintain state certification.

Caltrans County of Los Angeles Shared and Electric Mobility Project

Approval of the recommended actions will allow ISD to effectively utilize and evaluate multiple data sources to develop a plan that will accelerate the transition to zero emissions travel by fleets, employees, and the public. This project is consistent with the responsibilities of ISD's Fleet Services, Clean Transportation Team, and Rideshare Program. Specifically, on April 20, 2021, your Board approved revisions to Board of Supervisors Policy Number 3.020, Clean Fuel – Sustainability Fleet, requiring fleets to replace vehicles with zero-emission vehicles when available. On April 22, 2021 your Board passed a motion requiring ISD to develop a Zero Emission Infrastructure Plan, including Geographic Information Systems tools to identify where infrastructure is needed and lacking. Finally, the Rideshare Program is responsible for administering Rule 2202, regulated by the South Coast Air Quality Management District, to reduce pollution from employee commutes.

The County of Los Angeles Shared and Electric Mobility Project will provide analytical tools and strategies to overcome barriers to shared mobility and electric vehicle adoption. Online and in-person employee and community engagement will identify rideshare and

electrification needs, while also testing methods to learn from the community, which program benefits and opportunities are most valuable. Rigorous data and geospatial analysis will inform placement of new park and ride lots, shuttle and carpool routes, the transition of fleet ICE vehicles to electric, and locations for charging stations that serve fleets, shuttles, employees, and the public. The project will focus on serving employees and residents living and working in disadvantaged communities throughout Los Angeles. The final deliverable will be a scalable plan ready for implementation throughout the County that will support County goals as well as several goals in our Regional Transportation Plan, Connect SoCal. This grant will enable ISD to rapidly deploy modes of clean transportation, while also creating data-driven justifications to support County applications for state and federal clean transportation grants.

The County was awarded \$675,000 in grant funds to implement this program. ISD will use its Energy Efficiency Services Master Agreement to competitively solicit and contract for \$621,000 of the Caltrans grants' technical work and community outreach. ITS-Geographic Information Systems will receive \$50,000 to conduct the GIS map analysis and develop tools that lead to an implementation plan. The remaining \$4,000 will remain with ISD for grant administration. The grant includes a match fund of \$87,454 from ISD to cover program and administration management.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

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

FISCAL IMPACT/FINANCING

ISD's Fiscal Year 2021-22 Budget will not be impacted. For grant-funded expenditures in FY 2022-23, ISD will include sufficient appropriation in its FY 2022-23 Final Changes budget request. Requests for activities beyond FY 2022-23 will be submitted ISD's annual budget request.

The CEC grant is for \$499,530 and requires the County to match an additional \$50,000 from WDACs to cover training costs for LA County employees and \$1,332 from ISD for grant administration. The CalTrans grant is for \$675,000 and the requires County to match an additional \$87,454 from ISD for program management and administration.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 22, 2022 the County received notification from the CEC of their intent to negotiate a grant agreement to implement the County Regional EVSE Workforce Training and Development Program as described in the attached proposal (attachment 1).

On April 4, 2022 the County received notification from CalTrans of their grant award to implement the County of Los Angeles Shared and Electric Mobility Project as present on

the attached proposal (attachment 2).

On July 11, 2000, the Board approved guidelines for the acceptance of grants in amount of \$100,000 or more. These guidelines include a requirement that County departments prepare a grant management statement for review before carrying out the activities covered under the grant. The grant and all necessary contractual and program documents to secure grant funding will be reviewed as to form by County Counsel.

As part of the agreement to accept the Grants, ISD will be required to provide the funding agencies with reports that track program activity and performance.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

The EVSE training material for the CEC grant will be purchase in accordance with County Purchasing Policies and Procedures. ISD will administer and manage the CEC and CalTrans Grant Agreements.

CEC County Regional EVSE Workforce Training and Development Program

Cerritos College will be issued a sole source purchase order to deliver the EVSE installation curriculum and training needed for this project. Cerritos College is uniquely qualified to be a sub-recipient and partner on this project. Cerritos College created a preliminary EVSE training for entry-level workers as part of a LADWP grant awarded to ISD in partnership with the California Conservation Corps Energy Corps in Norwalk (CCC). Cerritos College is also one of ten Advanced Transportation Technology and Energy Centers (ATTE) in the state. The ATTE's were established to prepare the workforce for highly technical careers in the rapidly changing transportation sector. The combination of existing expertise, a leadership role in the field, and an existing curriculum developed for entry level workers will enable Cerritos College to quickly and proficiently deliver the high-quality curriculum and training needed to make this project a success.

Caltrans County of Los Angeles Shared and Electric Mobility Project

ISD will issue Work Order Solicitations through its Energy Efficiency Services Master Agreement to identify contractors to carry out the technical work and community outreach of the CalTrans grant.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

CEC County Regional EVSE Workforce Training and Development Program

A total of up to twenty County employees will be positively impacted by this project. ISD will seek ten County employees to participate in the training that have careers in craft-services, a trade, engineering, or project or facilities management. To participate, the employees will be asked to attend all or part of the 50-hour training during non-regular work hours. The grant covers overtime pay for participants and WDACs will cover the training fee. Once workers receive a certificate of completion, they will be eligible to assist with EVSE installations for their Departments. Additionally, ISD will seek ten electricians to participate in the existing Electric Vehicle Installation Training Program (EVITP). This program is only available to state certified electricians, so as a matching cost for the grant, WDACs will cover course fees and materials for ten County electricians to become state certified, so that they can go on to participate in EVITP and lead EVSE installation for their departments.

Caltrans County of Los Angeles Shared and Electric Mobility Project

This grant will provide \$50,000 so that the ISD GIS Team can conduct more robust and detailed analysis on EVSE gaps, shuttle needs, and fleet needs. The tools developed for fleet managers should increase the ability for decision-makers to determine, which vehicles can be replaced with zero-emissions vehicles.

CONCLUSION

The County's acceptance of these funds and implementation of the Regional EVSE Workforce Training and Development Program and Shared and Electric Mobility Project will enable the County to hasten your Board's goals; more specifically, to accelerate the adoption of zero emission vehicles, reduce solo vehicle trips, reduce toxic vehicle emissions, increase GHG emissions reduction, and lessen the associated health impacts. The CEC funded project will develop a much-needed workforce that is prepared to meet the challenges of transitioning to a zero emissions transportation system including installing and maintaining 15,000 chargers on County property, and 60,000 publicly accessible chargers spread throughout the County to achieve the County's Sustainability Goals. Through partnership with Cerritos Community College, this project will additionally develop a model to partner with workforce training programs for future EVSE installations. The Caltrans grant will enable us to prioritize locations where the need for clean transportation is the greatest and existing demand is currently unmet. ISD will utilize the data collection tools, community engagement practices, and online education platform to develop and implement a plan to strategically deploy shared and electric mobility solutions, leading to reduced greenhouse gas emissions and improved air quality.

The Honorable Board of Supervisors
06/08/22
Page 7 of 7

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

Respectfully submitted,

SELWYN HOLLINS
Director

SH:MO:ML

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office

DRAFT

ATTACHMENTS

1. CEC IDEAL ZEV Workforce Pilot Overview
2. Scope of Work for the County Regional EVSE Workforce Training and Development Program
3. CalTrans Sustainable Transportation Planning Grant
4. Scope of Work for the County of Los Angeles Shared and Electric Mobility Project

Attachment 1

Clean Transportation Program

IDEAL ZEV Workforce Pilot

**California Energy Commission
Clean Transportation Program**

and

**California Air Resources Board
California Climate Investments**



GFO-21-602
www.energy.ca.gov/contracts/index.html
State of California
California Energy Commission
October 2021

I. Introduction

A. Purpose of Solicitation

This is a competitive grant solicitation. The California Energy Commission's (CEC's) Clean Transportation Program (formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program) and the California Air Resources Board (CARB) announce the availability of up to \$6,815,000 in grant funds for projects that will provide workforce training and development that support zero-emission vehicles (ZEV), ZEV infrastructure, and ZEV-related commercial technologies in California.

Proposed projects should demonstrate community and employer engagement and a path toward ZEV jobs in the State. The Inclusive, Diverse, Equitable, Accessible, and Local (IDEAL) ZEV Workforce Pilot focuses investments on and provides benefits to priority communities¹.

Key goals of this investment include:

- Supporting training in ZEV industries.
- Aligning workforce projects in ZEV deployment areas for growth and scale.
- Making training specifically available to priority communities.
- Preparing dislocated, unemployed, and new workforce entrants for ZEV careers.
- Accrue environmental and socioeconomic benefits to California.

B. Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program (also known as the Alternative and Renewable Fuel and Vehicle Technology Program). The statute authorizes the CEC to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorized the Clean Transportation Program through January 1, 2024, and specified that the CEC allocate up to \$20 million per year (or up to 20 percent of each fiscal year's funds) in funding for hydrogen station development until at least 100 stations are operational.

The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

¹ Priority populations include residents of (1) census tracts identified as disadvantaged per Senate Bill 535, (2) census tracts identified as low-income per Assembly Bill 1550, or (3) a low-income household per Assembly Bill 1550. For more information, please see <https://www.arb.ca.gov/cc-communityinvestments>.

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The Greenhouse Gas Reduction Fund (GGRF)² was established to advance the goals of the California Global Warming Solutions Act of 2006, leading to reductions in the greenhouse gas (GHG) emissions and supporting long-term, transformative efforts to improve public health and develop a clean energy economy. The state's portion of the Cap-and-Trade auction proceeds are deposited in the GGRF and invested in California Climate Investments projects that facilitate GHG emission reductions.

This solicitation utilizes the process established under AB 118 and the Clean Transportation Program, with additional project funds from the Cap-and-Trade auction proceeds deposited into the GGRF as part of the California Climate Investments (CCI). The Low Carbon Transportation Program is intended to fund a wide array of technologies that further the purposes of AB 32 (Nunez, Chapter 488, Statutes of 2006) and SB 32 (Pavley, Chapter 249, Statutes of 2016), which codified a 2030 GHG emissions reduction target of 40 percent below 1990 levels³.

² http://www.dof.ca.gov/budget/Manual_State_Funds/find_a_fund/documents/3228.pdf

³ [Senate Bill 32](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB32) (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB32)

Attachment 2
County of Los Angeles
Regional EVSE Workforce Training and Development Program
SCOPE OF WORK

TECHNICAL TASK LIST

Task #	Task Name
1	Administration
2	Develop Curriculum
3	Course Pilot and Evaluation
4	Refine, Finalize and Share Curriculum
5	Train Local Community College Instructors
6	Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Jennifer Caron		
2	Jannet Malig	Cerritos Community College	
3	Laura Iannaccone, Joel Morgan (WDACs), Jannet Malig, Juan Mercado	Cerritos Community College	California Conservation Corps
4	Jannet Malig	Cerritos Community College	
5	Jannet Malig	Cerritos Community College	Other Community Colleges
6	Jennifer Caron		

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
ARFVTP	Alternative and Renewable Fuel and Vehicle Technology Program
CAM	Commission Agreement Manager
CPR	Critical Project Review
FTD	Fuels and Transportation Division
Recipient	County of Los Angeles, Internal Services Department

Term/ Acronym	Definition
The County	County of Los Angeles
ISD	County of Los Angeles Internal Service Department (the lead applicant)
WDACs	County of Los Angeles Department of Workforce Development, Aging, and Community Services
DPW	County of Los Angeles Department of Public Works
DHS	County of Los Angeles Department of Health Services
CCC	California Conservation Corps
EVSE	Electric Vehicle Supply Equipment- the charger and all of the equipment needed to make a charger operational
EV	Electric Vehicle (could refer to Plug-in Hybrid Electric or Battery Electric)
ICE	Internal Combustion Engine
EVITP	Electric Vehicle Infrastructure Training Program
AHJ	Authority Having Jurisdiction- responsible for enforcing code and doing inspections

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). The statute authorizes the California Energy Commission (Energy Commission) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state’s climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the ARFVTP through January 1, 2024. The ARFVTP has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California’s use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The Los Angeles County Board of Supervisors adopted OurCounty Sustainability Plan in August 2019, a comprehensive set of goals to build an equitable and resilient region. The Plan set goals to build a zero-emission transportation system, including installing 15,000 EV chargers on County facilities, and supporting the installation of an additional 60,000 chargers installed by cities and multi-family property owners by 2025. It also includes the goal of transitioning the County fleet to

zero-emission vehicles, and in April 2021 the Board directed all County departments to purchase only zero-emission vehicles where operationally feasible. The Plan also has a goal of 30,000 job placements from County workforce development programs. The proposed project will help enable the County to achieve these goals by increasing the workforce that can support EVSE installations and maintenance. The County has a goal of installing 15,000 EV chargers on County facilities, and supporting the installation of an additional 60,000 chargers installed by cities and multi-family property owners by 2025. The County also has a goal of 30,000 job placements from County workforce development programs. The proposed project will help enable the County to achieve both of these goals by increasing the workforce that can support EVSE installations and maintenance.

Problem Statement:

Scope of Work Problem Statement:

Los Angeles County is struggling to meet the market challenge of providing enough publicly available EV chargers to meet our resident's needs due to a lack of a qualified workforce to install EVSE. The County has the greatest number of EVs registered in the state, two times more than any other county, with purchases rapidly on the rise. Nearly 50,000 new EVs were registered in 2021, a 24% increase compared to 2020. However, without convenient and reliable charging locations, some owners will return to driving an internal combustion engine vehicle. To keep up with demand, the County has a goal to install 1,000 chargers on County property each year. However, in 2021, we were unable to meet this goal due to a lack of qualified contractors. Most projects bid out by the County received only one or two bids from regionally located contractors and projects were delayed because the contractors did not have a project manager with EVSE installation experience. The County also found obstacles to completing projects at newly built parking lots with EV ready spaces. Unfortunately, in several instances, the projects did not meet code requirements, and would require costly demolition and reconfiguring to the newly placed infrastructure and parking lots in order to meet code. Through these experiences, the County recognized a need for a more comprehensive training, designed for the different types of workers and skill levels that need to be involved from design to installation in EVSE projects.

The County has also identified a need for locally based workers that are trained in maintenance and repairs of chargers. At the start of 2021, the County had a network of nearly 600 chargers, but as many as 20% of them were out of service at any given time. Two of our network providers are not locally based, and found it cost efficient to wait until chargers were down at a variety of sites before making repairs. This practice leads to inconvenience for drivers that have come to rely on workplace charging. To maintain a network of 15,000 charging stations, the County will need local, informed, and qualified staff and contractors to troubleshoot, repair, and perform preventive maintenance. Based on meetings and discussions with partners, the County is not alone in these challenges. The region needs a training that focuses on educating an existing workforce as well as providing a training program that significantly enhances the workforce pool.

The proposed 50-hour modular training will enable entry-, mid- and advanced- level workers from different trades, design, or management roles to benefit from the core concepts in the modules. Trainees will also have the option to choose to take only the module that is most relevant to their work so that project administrators, project managers, technicians, design and construction teams, and inspectors can develop new skills to expand their career opportunities. The proposed program will provide training through Community Colleges in our disadvantaged communities to ensure that a newly qualified workforce will have the skills and experience to ensure that EVSE is properly and quickly installed to support our residents as they transition to EVs.

Goals of the Agreement:

The goal of this Agreement is to increase the number of advanced, mid-level, and entry workers trained on EVSE infrastructure, from high level managers in decision making rolls to craft service works who will keep the stations operational. Trained individuals will include electricians, electrician assistants that do not work with live wires, technicians that provide software and mesh network support, project managers, and inspectors from AHJs. Twenty entry-level workers and 60 mid-level and advanced workers are expected to be trained during the grant period.

Objectives of the Agreement:

The objectives of this Agreement are to

- Enhance knowledge and technical skillsets of existing workforce on specialized EVSE infrastructure to assist with promotability and job security
- Provide specialized EVSE training to underrepresented populations through existing Conservation Corps, which leads to entry -level jobs in high-demand positions in the region and more broadly
- Train Community College instructors on the curriculum and provide them with a training toolkit so that they can offer it at their own institution

TASK 1 ADMINISTRATION**Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a “Kick-Off” meeting with the CAM, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the CAM to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.7)
 - Subcontracts needed to carry out project (Task 1.8)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports (Task 1.4)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.5)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) biofuel lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
- This meeting will be attended by, at a minimum, the Recipient, the Commission Agreement Officer (CAO), and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.
- The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting shall be a discussion with the CAM and the Grants Officer about the following Agreement closeout items:
 - What to do with any equipment purchased with Energy Commission funds (Options)
 - Energy Commission's request for specific "generated" data (not already provided in Agreement products)
 - Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
 - "Surviving" Agreement provisions
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the CAM within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- A Monthly Progress Report shall contain updates on Critical Milestones.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this

Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.

- Submit a draft of each subcontract required to conduct the work under this Agreement to the CAM for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Letter describing the subcontracts needed, or stating that no subcontracts are required.
- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 CURRICULUM AND COUNTY CERTIFICATION DEVELOPMENT

Task 2.1 Develop Curriculum

The goal of this task is to draft a curriculum that can be piloted with CCC and LAC. The foundation for the curriculum will be the one-week training that was developed by Cerritos College for the California Conservation Corps. The revised curriculum will be expanded to include multiple modules that provide information and skill development for different types of workers that will need to be involved in EVSE projects.

The Recipient shall:

- Gather input from electricians, EVITP certified electricians, CCC members and supervisors, WDACs training developers, County and City project managers, and charger and networking companies, on specific training needed in the curriculum.
- Draft an outline of each curriculum module incorporating the foundational components developed for the CCC training and additions based on input received.
- Draft the content of each module so that it is instructor ready to teach the subject matter and facilitate hands-on activities.
- Purchase equipment and prepare materials needed to run the training.
- Establish an enhanced training facility with equipment and tools at the existing CCC training facility located in Norwalk that relate to specific components of the curriculum.
- Identify and provide support to ten County electricians to complete their state certification by sharing the benefits of state certification, the benefits of EVITP certification, and covering the cost of fees, membership dues and training materials.

Products:

- Summary of input from stakeholders and experts on curriculum.
- Outline of training modules.
- Syllabus for each training module
- Receipts for equipment and materials corresponding to syllabus.
- Training facility that is equipped with tools and equipment applications that relate to specific components of the curriculum.

- Ten County electricians that become state certified electricians and enroll in the EVITP program.

Task 2.2 Develop a Los Angeles County certification

The goal of this task is to create a certificate of completion through the college that will be recognized throughout Los Angeles County Departments as a certificate of completion in training that qualifies employees to participate in installation or maintenance of EVSE.

The Recipient shall:

- Create a name for the curriculum and certification.
- Coordinate with LA County HR Department to ensure the certificate is acknowledged.
- Develop template for formal certificate.

Products:

- Name of curriculum and certification.
- Acknowledgement of certification in County Department of Human Resources
- Template for certificate of completion.

TASK 3 COURSE PILOT AND EVALUATION

Task 3.1 Pilot the curriculum with County and city employees

The goal of this task is to train six cohorts of ten employees working as electricians, technicians, engineers, or project managers that are or could be required to support EVSE installations, maintenance or repair. One cohort will be made of County employees. Participants will receive a certificate of completion for taking the course. They will also provide feedback on how to improve the training.

The Recipient shall:

- Identify and invite employees from multiple County departments that have electricians and project managers on staff including, but not limited to ISD, DPW, DHS, Parks, Sheriff and Fire Departments.
- Work with the Office of Sustainability and Cerritos College to invite workers from other cities and companies throughout the County to take the training.
- Develop a pre and post survey to assess initial skills and skills attained as a result of the training. Develop a course evaluation form to gather input on how the content or instruction could be improved.
- Train participants in each module of the curriculum.
- Offer certification through Cerritos College for participants that successfully complete all modules.

Products:

- Letter template for County Department and city managers to invite employees.
- Pre and post surveys forms.
- Course evaluation form.
- Certificates of completion.

Task 3.2 Pilot the curriculum with CCC corps members

The goal of this task is to train twenty CCC corps members participating in the Energy program in Norwalk, CA. Corp members will have the opportunity to complete all modules and receive LA County certification.

The Recipient shall:

- Train corps members

Products:

- Pre and post evaluation forms.
- Course evaluation form.
- Certificates for completion

Task 3.3 Pilot the curriculum with city employees

The goal of this task is to complete five more training cohorts with city, non-profit, or corporate employees.

The Recipient shall:

- Train five cohorts of employees

Products:

- Pre and post evaluation forms.
- Course evaluation form.
- Certificates for completion

TASK 4 REFINE, FINALIZE, AND SHARE CURRICULUM

Task 4.1 Refine curriculum based on input from pilots

The goal of this task is to incorporate lessons learned from the pilot cohorts and make improvements to the curriculum outline and class descriptions.

The Recipient shall:

- Compile and summarize all feedback from all seven cohorts of trainees- County and city employees and corpsmembers.
- Discuss feedback and agree on proposed changes with project stakeholders (Cerritos College, ISD, WDACs, and CCC).
- Revise outline and class descriptions.

Products:

- Summary of feedback.
- Revised course outline.
- Revised Syllabus.

Task 4.2 Verify curriculum adjustments are consistent with recommendations

The goal of this task is to ensure that the changes made to the curriculum are consistent with the guidance provided by stakeholders and trainees. Cerritos College and ISD will verify that input is reflected in the updates by meeting with participants from the pilot and going over the revised curriculum.

The Recipient shall:

- Provide revised curriculum outline to pilot participants.
- Create a slide show presentation describing what was changed in the curriculum.
- Host several online or in-person meetings for pilot participants.
- Make final changes as needed in response to feedback shared at meetings.

Products:

- Slide presentation.
- Notes from meetings.
- Final syllabus.

Task 4.3 Make curriculum available to Community Colleges throughout the state.

The goal of this task is to make the final curriculum available to every community college in the state by posting the curriculum online.

The Recipient shall:

- Post the curriculum on the Advanced Transportation and Logistics platform.
- Draft and post an announcement about the availability of the curriculum.
- Draft and post an announcement for local Colleges that offer programs in similar fields, inviting faculty and instructors to participate in a train-the trainer program.

Products:

- Curriculum posted on the Advanced Transportation and Logistics platform.
- Announcement of course availability posted.
- Announcement of train-the -trainer program disseminated.

TASK 5 TRAIN LOCAL COMMUNITY COLLEGE INSTRUCTORS

Task 5.1 Outreach to Community Colleges

The goal of this task is to identify Community Colleges throughout Los Angeles and neighboring Counties that are interested in a train-the-trainer program for this curriculum and to schedule trainings.

The Recipient shall:

- Draft a one-page document that highlights the benefits of the training, who it is for, and testimonials from pilot participants

- Use outreach channels (including but not limited to email, phone calls, newsletters, bulletin boards, and meetings) to inform Colleges about the curriculum and the opportunity to train trainers.
- Maintain a list of interested colleges and instructors

Products:

- One-page training overview
- Draft message for emails
- Tracker with colleges and instructors that expressed interest in participating

Task 5.2 Prepare Training for Instructors

The goal of this task is to purchase equipment, prepare materials, and schedule trainings for participating Community Colleges.

The Recipient Shall:

- Schedule trainings that include in-person or online training at the host College and hands-on activities at the CCC training facility in Norwalk, CA
- Purchase equipment and materials for training.
- Craft services assembles carts with kits for each participating college

Products:

- Receipts for equipment and materials
- Receipt for craft services

Task 5.3 Hold Trainings for Instructors

The goal of this task is to complete train-the trainer sessions at a minimum of 10 community Colleges for 10 faculty or instructors.

The Recipient shall:

- Provide train-in-trainer to community college instructors.
- Provide tracking template so that instructors can enter their number of trainees and certificates completed.

Products:

- Receipts for equipment and materials
- Online dashboard with tracker
- Completed trainings

TASK 6 DATA COLLECTION AND ANALYSIS

The goal of this task is to analyze data collected from participating colleges and participant survey responses. The results will be shared in the final report and used to continuously improve the program.

The Recipient shall

- Develop a data collection plan, modeled after what CCC and Cerritos College use, and collect quantitative and qualitative data for the life of the project.
- LA County will work with partners to identify which trainee/participant demographic information will be collected and how.
- ISD and WDACS will coordinate to identify a method to assess economic impact of the training program.
- Describe the job market(s) for EVSE installation and maintenance from the time of the original project proposal to the time of the project's completion.
- Track and provide data on the following
 - 1) Program enrollment in each cohort
 - 2) Number successfully completing the course and receiving a certificate
 - 3) For County and city participants already in the workforce, number that become involved with EVSE installation or maintenance projects or positions for the first time after completing the course
 - 4) Number of County installations completed with trained Conservation Corps Members
 - 5) If Instructors that participate in the train the trainer program offer their course before the grant ends, same indicators as above.
 - 6) For Conservation Corps members, number that receive work placement in the EVSE industry
 - 7) For Conservation Corps members, number that go on to a college degree program in one of the fields introduced in the training program
- Collect and document feedback from trainees, through a course evaluation form, that complete each training.
- Collect pre and post survey results to determine the knowledge retained by trainees.
- Assess course evaluations, pre and post survey results, enrollment and job placement data, and identify lessons learned and ways to improve existing and future training efforts.
- Summarize lessons learned and make available to Community Colleges
- Meet with CPR to discuss results and seek input on what to include in the Final Report

Products

- Data collection plan
- Summary of results from feedback, pre/post surveys, lessons learned, and recommendations for improvement
- List of trainee/participant demographic information will be collected and method of collection
- Method to assess economic impact of the training program
- Document describing the job market(s) for EVSE installation and maintenance during project lifespan
- Notes from meeting with CPR

Attachment 3

CalTrans Sustainable Transportation Planning Grant Overview

1. GRANT PROGRAM OVERVIEW The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Provide a safe and reliable transportation network that serves all people and respects the environment. The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017), the Road Repair and Accountability Act of 2017, a transportation funding bill that will provide a reliable source of funds to maintain and integrate the State's multi-modal transportation system. In addition to the \$9.5 million in traditional State and federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for the Fiscal Year (FY) 2022-23 grant cycle. The period of grant fund availability spans over three FYs and approximately 27 months for grant project activities after the grant agreement is executed and Caltrans issues a Notice to Proceed. Refer to Chapter 8.2 for details regarding the anticipated grant project start and expiration dates. The SB 1 grant funding is intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies (SCS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively. Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multi-modal transportation system. These grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits. Grant Program Objectives and Considerations Successful grant applications address and articulate how the project relates to the Caltrans Mission, Grant Program Objectives, and Grant Program Considerations.

Purpose and Specific Objectives The purpose of the Sustainable Communities grants is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives, and must be considered when preparing the grant application. A minimum threshold of 50 percent of Sustainable Communities Competitive and Technical Grants has been identified for projects that benefit disadvantaged communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C. Caltrans/Regional Agency Boundaries Map, which indicates rural areas). For purposes of the grant program, acceptable disadvantaged communities definitions are described in Appendix A and include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined disadvantaged communities
- At or below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 3.0
- At or below 25% California Healthy Places Index (HPI)

Sustainable Communities Competitive applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. The grant specific objectives for Sustainable Communities grants are listed below. Detailed information on how to achieve these objectives can be found in Appendix A:

- Encourage local and regional multimodal transportation and land use planning that furthers the region's RTP SCS (where applicable) Caltrans Sustainable Transportation Planning Grant Program FY 2022-23 Grant Application Guide 8
- Contribute to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines
- Address the needs of disadvantaged communities
- Assist in achieving the Caltrans Mission and Grant Program Objectives

Attachment 4
Caltrans Sustainable Transportation Planning Grant
County of Los Angeles Shared and Electric Mobility Project
Scope of Work

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	FY 22-23
Project Title	Los Angeles County Shared and Electric Mobility Project
Organization (legal name)	County of Los Angeles

Introduction

Los Angeles County government operations have a significant footprint in Central Los Angeles and the 27 cities that make up the Gateway Cities Council of Governments. Tens of thousands of employees as well as fleet-vehicle drivers crisscross some of the State's most disadvantaged communities throughout the day in single-rider internal combustion engine (ICE) vehicles to provide services to our residents. The County proposes to develop online, and in-person engagement tools and geo-spatial analysis, that can be used to interact with, and learn from, County employees, fleet managers, and County residents about shared and clean mobility needs and opportunities. During this project the tools and strategies will be developed, tested, and improved. The information and analysis gathered through these tools will lead to a strategic implementation approach documented in a final report that includes: 1) online and fleet analytics tools to engage with employees and fleet managers to understand where EVs, EV infrastructure are needed 2) assessment tools to determine where electric vehicle (EV)¹ fleet vehicles, Park & Ride lots, first and last mile EV shuttles, and EV charging stations are needed, and 3) a best-practice community engagement approach to enable feedback from community members about shared and electric mobility needs.

The proposed project will have both short and long-term impacts. During the project, as fleet managers learn to use analytical tools and employees and residents are introduced to the online engagement platform, an increase in EV purchasing is expected. The strategic implementation approach that will be described in the final report will be incorporated into a ten-year electric and shared mobility plan for the County. Over the ten-year timeframe, the County, in partnership with communities and stakeholders, will utilize the community engagement practices, online gamified education, and data collection tools to strategically deploy shared and electric mobility solutions in high-priority areas. As people living and working in the region shift their mode of travel, we expect a decrease in vehicle miles traveled (VMT) in ICE vehicles, and a decrease in greenhouse gas emissions.

This project supports state and regional shared and electric mobility goals. The project is consistent with three of the priorities in CTP 2050: climate, equity, and environment. The final report and strategic implementation plan will help the County contribute to State goals to reduce GHG emissions by 40% and add 250,000 EV chargers and 5,000,000 ZEVs by 2030. At a regional level, the project will help the County meet its goal to have a fossil-fuel free transportation system by 2050, in part by increasing the number of EV stations publicly available. The projects is consistent with the goals in LA Department of Transportation's Shared-mobility and Climate and Equity Action Plan, to electrify shared mobility fleets. The project is also consistent with the Sustainability Core Vision in our RTP from SCAG, Connect SoCal. Specifically, the project aligns with the following sustainability strategies:²

- using online and in-person engagement to *identify opportunities and assess barriers to implement sustainable strategies*
- *providing educational opportunities to local decision makers and staff* through fleet analytics and

- online engagement
- *supports first and last mile strategies*, by identifying priority shuttle routes

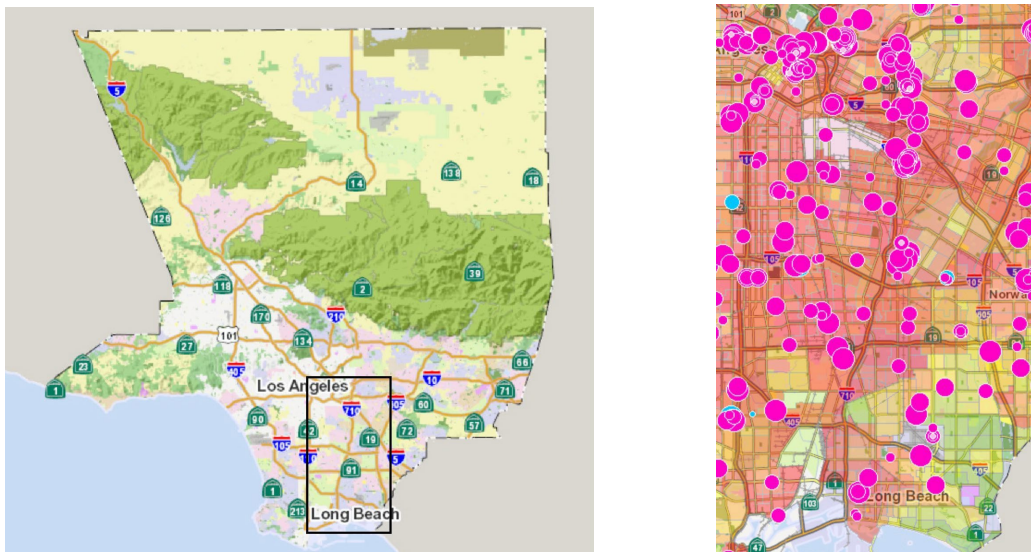
¹ For the purposes of this proposal “EVs” refer to both battery electric and plug-in electric vehicles.

² [Connect SoCal- the 2020-2045 Regional Transportation Plan/Sustainability Communities Strategy, Chapter 3](#), p. 49

- *promoting alternative parking strategies by identifying park and ride lot locations*
- *encourages the design of transportation options that reduce reliance on and number of solo car trips*
- *funding local sustainable development implementation that reduces greenhouse gas emissions.*

The map in Figure 1 below shows where the target study area is located within LA County. Each tool and strategy of the proposed project will be modeled for County operations and tested and vetted with residents within downtown LA and the cities that make up the Gateway Cities COG. This region was selected due to the large County government footprint, existing partnerships, the concentration of disadvantaged communities unequally impacted by air pollution, and an expressed need for employees and fleets to transition to shared or electric mobility. Figure 2 shows the inset of the study area, with census zones shaded based on whether they are a disadvantaged community using CalEnviroScreen 4.0. Shading ranges from green and yellow (least disadvantaged), to orange to red (most disadvantaged). Two-thirds of Gateway Cities are DACs.

Figure 2. Study area with DAC census zones shaded in orange and red indicating DACs. County facilities with parking lots indicated by pink dots. 1. County of Los Angeles with the study area



Additionally, the study area overlaps with two of the Priority Growth Areas identified in Connect SoCal: Transit Priority Areas and Job Centers. Figure 3 below shows the numerous Transit Priority Areas, represented by purple dots, which are locations that are within a half mile of a major transit stop. Figure 4 shows the five Job Centers: downtown Los Angeles, Commerce/Montebello, Whittier, Downey and Long Beach, which are areas with denser employment than their surroundings located in the study area. By targeting this area, the County can create shared and electric mobility opportunities where they are needed in dense population and transit areas.

Figure 3. Transit Priority Areas indicated with purple dots, identified in Connect SoCal.

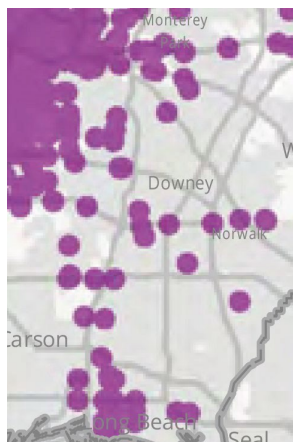
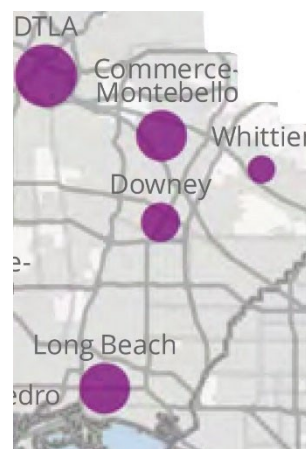


Figure 4. Job Centers indicated with purple dots.



The County will be able to affect positive change in this high-need region because of the County's existing capacity and infrastructure. Within this area, the County owns or leases over 120 parking lots or structures, and an additional 200 public facilities including office buildings, parks, health centers, libraries, and fleet maintenance and emergency service buildings. In combination, the County manages a total of over 40,000 parking spaces at these locations that are mixed-use; serving fleets, employees, and the public. The pink dots in Figure 2 above, represent County facilities, and dot size corresponds to the relative number of parking spaces. By understanding fleet, employee, and resident driving needs in this region, the County has the potential to significantly impact and reduce VMT in ICE vehicles and help reduce the pollution burden faced by residents in these communities.

Developing and testing tools to increase shared and electric mobility will impact this area first, but the strategic implementation plan will be scalable to the rest of the County. Additionally, the County can serve as a model for large employers throughout the state, for how to develop a robust engagement, analysis, and implementation approach for shared and electric mobility that positively impacts employees and large fleets while incorporating community needs.

Project Stakeholders

There are three primary project stakeholders: LA County's Internal Services Department (ISD); a consultant, yet to be contracted (Task 02), who will perform the online engagement, data gathering, and analysis tasks; and one or more community-based organizations, yet to be contracted (Task 02) who will perform in-person engagement to gather input from residents.

ISD

The Internal Services Department (ISD) provides essential services to all County departments, including, fleet maintenance, energy, and electric vehicle infrastructure programs, rideshare programming and information technology services. The Energy and Environmental Service (EES) within ISD will manage the proposed project. EES is responsible for achieving several targets in the County's 2019 Sustainability Plan, OurCounty, including Goal 7: A Fossil Fuel-free LA County. Two EES groups, the Clean Transportation Team and the Rideshare Program will take part in this project. A Third ISD team, the Enterprise Geographic Information Systems Services Group (GIS Team) will also lead one task.

The Clean Transportation Team is creating a network of advanced technology electric vehicle charging stations, with nearly 700 chargers installed at County facilities to date and a goal of 5,000 installed by 2025. The Clean Transportation Team has also partnered with the County Library, the SouthEast Los Angeles Collaborative (SELA Collaborative), and the non-profit Pando Populus to develop outreach and engagement strategies to effectively communicate and learn from residents about shared mobility and EV charging needs. ISD's Rideshare program is responsible for achieving compliance with air resource goals and has launched an online platform called Electrifyze to increase adoption of shared and electric mobility. To date, several thousand employees have participated in pilot online events and 70 employees have purchased EVs through the Electrifyze platform. ISD's Enterprise Geographic Information Systems Group (GIS Team) services all County Departments and local cities. The GIS Team maintains a variety of online GIS-related mapping services and APIs that customers can use to automate business functions.

ISD has a demonstrated capacity to implement programs that overcome inequalities, meet our departments' and residents' needs in emergencies, and reduce greenhouse gas emissions. ISD will include six staff who will manage and oversee the successful completion of all project tasks and deliverables:

- Manager of the Clean Transportation Program
- Manager of the Rideshare Program
- Program Manager for the Clean Transportation Program (Grant Project Manager)
- Budget Administrative Services Manager

- Senior GIS Analyst
- GIS Analyst

Consultant

The consultant will be hired to perform online engagement, conduct fleet analytics, develop and carry out online surveys, conduct data collection and analysis, and develop the draft and final report. The consultant will be procured through a competitive solicitation from a pool of qualified companies that are eligible to contract with the County through our energy support services master agreement (ESSMA). The consultant will lead the implementation of Tasks 1 through 5.

Community-based Organization

One or more community-based organizations serving disadvantaged communities in our study area will be given sub-grants to engage with community members and gather input on resident needs, priorities, and barriers to shared and electric mobility. The organizations will be procured through an RFP process, and the number of organizations selected will depend on their reach across our study area. The SELA Collaborative will assist the County in identifying qualified CBOs and encouraging them to join the ESSMA so that they can receive the solicitation and participate in the selection process.

Overall Project Objectives

There are seven primary objectives for this project; one for each task. They are as follows and described in greater detail under each task description.

- *Effective communication with Caltrans to ensure timely and successful completion of each task*
- *Qualified sub-contractors that can provide online and in-person engagement*
- *Thorough data collection and analytics from employee engagement that leads to improved understanding of employee's needs for information, resources, and infrastructure*
- *Thorough data collection and analytics that supports fleet managers, procurement staff, drivers and the ISD Clean Transportation team in making informed decisions to accelerate the transition to EVs*
- *Optimal locations mapped, for new park and ride lots, shuttle routes between buildings, first and last mile shuttles, and EV chargers based on input from employees and fleets*
- *Revised map and list of priority locations for park and ride lots and EV chargers based on feedback from the community*
- *Final Report that is informed by employees, residents and stakeholders and provides a strategic implementation pathway to deploy infrastructure to meet our communities' needs*

Summary of Project Tasks

This project is divided into seven tasks. Each task described below includes our objective for the task, our proposed approach to achieve the task objective, and our task outcomes and deliverables. Tasks 2-4 additionally explain the opportunity that exists for change from the status quo, and the challenge we seek to overcome by implementing the task. The tasks and sub-tasks are as follows:

- Task 01: Project Administration
- Task 02: Consultant and CBO Procurement
- Task 1: County Employee Data Collection and Engagement
- Task 2: Fleet Data Collection and Engagement

- Task 3: Geospatial Analysis
- Task 4: Community Engagement and Input
- Task 5: Stakeholder Feedback and Final Report

Task 01: Project Administration

LA County ISD EES will be the Project Administrator of the grant award and will serve as the lead on the grant and coordinate all parties. The Project Administrator will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Objective

Effective communication with Caltrans to ensure timely and successful completion of each task.

To achieve this objective, the Project Administrator will be responsible for providing three deliverables to Caltrans, communicating effectively, sharing challenges and milestones, and receiving and incorporating input from Caltrans, as needed, to successfully complete the project tasks. The Project Administrator will implement and monitor all contracts and will be responsible for reporting on all Tasks as described below.

Proposed Approach

- A) Coordination with Caltrans will include a kick-off meeting with ISD and Caltrans. The Project Manager will set up the meeting and take notes, distributed to all of the participants.
- B) Quarterly invoices will be provided by the ISD Project Manager, who will work with the ISD Budget Administrative Services Manager (ASM), to ensure proper accounting and invoice practices. The Project Manager and ASM will collect project costs from the GIS Team, and the Consultant during relevant tasks, and verify that costs submitted are aligned with the tasks and deliverables in this grant. The two Program Managers will sign off on the costs to any relevant tasks they oversee. The Project Manager will submit timely invoices to Caltrans each quarter.
- C) The Project Stakeholders will set up a regular meeting schedule, to which they will adhere during the grant period to provide progress updates and discuss and identify challenges and solutions to overcome them. Stakeholders will also communicate on an as-needed basis between regular meetings. The Project Manager will monitor progress for each task and submit timely quarterly reports to Caltrans.

Task Deliverables
01.a Kick-off meeting with Caltrans — meeting notes
01.b Quarterly invoices
01.c Progress reports

Task 02: Consultant and CBO Procurement

The purpose of this task is to procure a consultant who will implement the approach described in Tasks 1- 5 of this project and to procure one or more community-based organizations (CBOs to lead community engagement in Tasks 4 and 5. The procurement process will be consistent with State and Federal requirements, the Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the County. Each of these processes are expected to take place at two different time periods during the grant. Contracting with the consultant will happen within the first month of receiving a

grant award, and contracting with CBOs will happen in the months leading up to the community engagement task.

Objective

Qualified sub-contractors that can provide online and in-person engagement.

To meet this objective, ISD will hire a consultant with experience in online outreach and education, online surveys, data collection, management and analysis, and report writing. ISD will also issue sub-grants to qualified CBOs to gather feedback from the community.

Proposed Approach

- A) ISD will issue RFPs for a consultant and CBOs eligible to work through the County through its Energy Support Services Master Agreement (ESSMA).
- B) The ISD Program Manager will facilitate the kick-off meetings, and the ISD Management Team will work with the consultant and CBOs to ensure that all tasks are completed in a timely manner to meet the objectives and intended outcomes of the project.

Task Deliverables
02.a Request for Proposal for consultant issued through County ESSMA
02.b Request for Proposal for CBOs issued through County ESSMA
02.b Copy of agreements between consultant and the County and CBO(s) and the County
02.c Meeting notes from the kick-off meetings, and any amendments to agreements as needed

Task 1: County Employee Data Collection and Engagement

Purpose and Goal

The purpose of this task is to launch employee engagement and data collection activities that will accelerate the adoption of shared and electric mobility by LA County's employees. Our goal in this task is to identify an effective approach for engaging, educating, and shifting larger numbers of individuals towards shared and electric mobility, while gathering and analyzing data that informs infrastructure and scalable program deployment. The approach we develop and test with LA County's employees will guide the development of a final best practices report (Task 5) for replicating these strategies for other employers across the community.

Opportunity

Prior data from County and national surveys indicate significant opportunities to shift employees and residents into shared and electric mobility. The County's most recent survey from the 2020 online Rideshare Fair shows that:

- 64% of employees are willing to try new or different ways of getting to work, especially if they can save time, money, and stress
- 80% of employees are open to trying public transit if an easy, convenient, and cost-effective option exists
- 20% of employees are open to joining or starting a carpool or vanpool
- Additionally, data from Consumer Reports' most recent national EV survey shows that 71% of Americans today are already interested in EVs

Our prior pilot-scale efforts to engage and educate employees through the Electrifyze platform have proven that an online delivery platform can be an effective tool. In its pilot stage, four, one- to two-week long campaigns, engaged several thousand employees at a time during each campaign. Through the

gamification techniques built into Electrifyze, we observed a high percentage of employee engagement and content mastery, with over 45% of employees completing over an hour of learning content, and 35% of employees demonstrating a mastery of learning content through the short quizzes embedded in Electrifyze. Further, nearly 70 employees utilized the EV car-buying coach function to purchase an EV.

Challenges we seek to address

While these data indicate that significant opportunities exist to shift people into shared and electric mobility, the actual uptake of these greener forms of mobility remains low – [nearly 80% of people today](#) drive alone to work, with the vast majority in traditional gas-powered cars. [US Census Bureau]

This gap between “what people say they will do” and “what they do” in their commute modes occurs because there are information gaps that inhibit people from learning about and transitioning into shared and electric mobility. Similarly, a lack of data on how to support people who want to choose shared and electric mobility inhibits the deployment of infrastructure and effective programs that can drive change on a large scale.

Objective

Thorough data collection and analytics from employee engagement that leads to improved understanding of employee’s needs for information, resources, and infrastructure.

To achieve this objective ISD and the consultant will launch a robust employee engagement and data collection initiative to gather insight as to what people want and need in their decision-making practices. In particular, the task will focus on data collection and employee engagement to better understand barriers to participating in Ridesharing car and van pool programs, using Park and Ride lots, or purchasing an EV. Employees will help understand if they need information, resources, or financial incentives to transition away from single, ICE vehicle ridership. They will also help us understand where they need services. Data collection and engagement will support the adoption of EVs, the adoption of carpooling/vanpooling, and the identification of opportunities to provide first- and last-mile mobility in support of greater use of public transit.

Proposed Approach

- A) Educational Content: Through the launch of a web-based employee engagement initiative, in this task we will engage, educate, and support employees in learning about and transitioning to shared and electric mobility in their commutes to work. By leveraging the existing [Electrifyze](#) employee education platform, engaging and gamified educational content on shared and electric mobility will be deployed to employees. For example, content will highlight cost savings opportunities such as the Commuter Benefit Program and overall reduced commuting costs. It will also highlight social and environmental benefits including improved air quality and reduced commute times.
- B) Engagement: Through Electrifyze, employees will receive quarterly outreach and engagement campaigns that can help them learn about shared and electric mobility options. To encourage participation, ISD and the consultant will leverage participation through transportation liaisons in County departments. Educational topics will cover EVs, carpooling/ vanpooling, utilizing park and ride lots, first/last mile shuttles, and the incentives and programs available for employees who choose these modes of transportation. The platform will also be available year-round and advertised on Department websites.
- C) Employee Data Collection: Data collection will be conducted using the survey tools embedded within Electrifyze, launched as part of our employee engagement campaigns. Through careful design and implementation of surveys, we will gain an understanding of:
 - The current modes of transportation and routes employees take to commute
 - On an individual basis, their openness to shifting toward shared and electric mobility options
 - The EV charging infrastructure, parking infrastructure, interventions, and support programs required by each employee to facilitate their shift towards shared and electric mobility

- The relative importance of different charging and parking infrastructure, interventions, and support programs to have the greatest impact on shifting employees into shared and electric mobility.

With an understanding of the relative importance of infrastructure and programs, the County will be better equipped to target its limited internal resources and grant funds toward initiatives that have the greatest impact on increasing shared and electric mobility.

- D) Tools and Resources: In addition to leveraging the Electrifyze employee education and engagement platform (see [Electrifyze.la](#) for an example), the employee engagement and data collection efforts in this task will leverage the support of the County's Rideshare Program and the network of 140 Employee Transportation Coordinators (ETCs).

Task Outcomes

The outcome will identify an effective approach for engaging, educating, and shifting large numbers of individuals towards shared and electric mobility, while gathering data that informs infrastructure and scalable program deployment. The approach we develop and test on LA County's employees in the study area will guide the development of a final report (Task 5) for replicating these strategies for other employers and residents across the community.

Task 1 Deliverables
1.a Educational content on shared and electric mobility options, to be deployed to employees
1.b Survey designs for gathering data on infrastructure and programs that support the adoption of shared and electric mobility options by employees
1.c Excel or csv data that can from employee engagement and data collection that will be incorporated into Task 4, Geospatial Analysis
1.d Summary of findings that can be incorporated into the final report and strategic implementation plan

Task 2: Fleet Data Collection and Engagement

Purpose and Goal

The purpose of this task is to launch fleet engagement and data collection activities that will accelerate the procurement and use of electric mobility by LA County's 4,450 vehicle fleet. Our goal in this task is to identify an effective approach for engaging, educating, and shifting fleets and fleet drivers to EV purchases while gathering and analyzing data that informs infrastructure and scalable program deployment. The approach we develop and test with LA County's fleet managers and drivers will guide the development of a final best practices report (Task 5) for replicating these strategies across other employers that manage fleets across the community.

Opportunity

The Governor's Executive Orders B-16-12 and N-79-20 establish aggressive targets to transition to zero emissions vehicle (ZEV) fleets, with 50% of fleet vehicles being ZEVs by 2025 and 100% by 2035. The County's Sustainability Plan, OurCounty, was adopted in May 2019 and supports this State initiative by establishing a goal to create a "fossil fuel free LA County."

The transition to an electric fleet for LA County is entirely possible – most of the EVs in the market today have a rated range of between 200-400 electric miles; in comparison, the rarely travelled north-to-south footprint of LA County spans only 100 miles.

Challenges we seek to address

While the range capabilities of today's EVs make them viable for LA County's fleet operations, the actual uptake of EVs within the fleet remains low – only 1.2% of LA County's fleet is currently EVs, and 2.8% is plug-in hybrid.

The low adoption of fleet EVs occurs largely because of one simple fact: *EVs are a new technology for most people*. As a result, the transition to and operation of a fleet of EVs is unfamiliar to many fleet drivers, fleet managers, and fleet procurement staff. Examples of barriers to fleet electrification include:

- Misperceptions on the availability of EV makes and models that meet the needs of the fleet's use cases (i.e., including requirements on performance, cargo and hauling capacity, range, etc.) – many people do not realize that there are already over 40 EV and PHEV models on the market, including SUVs, pickups, and more
- A lack of understanding or clarity on:
 - which vehicles in the current fleet to replace, and with which replacement EV makes/models
 - where to prioritize deployments, on how much charging infrastructure to deploy, where to deploy it, and when to deploy it
 - the lower operational costs of EVs and a misperception, simply by seeing higher MSRP sticker prices, that EVs are more expensive than gas counterparts
 - what incentives and credits are available and the process to obtain them
 - how to manage the day-to-day operations, maintenance, and charging of EVs
- A resistance to change by fleet drivers, managers, and procurement staff due to the combination of all the gaps in understanding described above – it is easier for staff to continue purchasing and using conventional cars, the familiar option
- A lack of organizational alignment on what actions to take in order to accelerate the transition to EVs

As the County has a limited budget for annual fleet vehicle replacements and charging infrastructure installation, the transition to an electrified fleet is particularly challenging. A data-driven approach is required to guide fleet decision makers on the strategic use of funds for EV and charging station rollout to have the maximum impact.

Objective

Gather data and provide analytics that supports fleet managers, procurement staff, drivers and the ISD Clean Transportation team in making informed decisions to accelerate the transition to EVs.

This objective will be achieved by collecting and analyzing data to inform fleet electrification and charging infrastructure rollout strategies for several fleet use cases encountered within the County's fleet operations, such as:

- traditional fleet vehicle assignments with a 1:1 match between fleet vehicles and drivers
- shared motor pool use-cases, where a collection of vehicles is shared across staff in a given building or department
- shuttle services that provide access to mobility for vulnerable residents, such as older adults who need transportation to/from hospitals and senior centers

As part of this task, locations will be identified where EV charging infrastructure is needed to support an EV fleet. Additionally, a fleet transition planning and change management process will be developed to streamline the procurement and rollout of EVs and charging infrastructure annually.

Proposed Approach

Overcoming these obstacles to fleet electrification requires developing and implementing an ongoing

change management process that combines the education of stakeholders (e.g., fleet drivers, managers, procurement staff) and data collection to guide the procurement of infrastructure and vehicles. In this task, we will develop and pilot test this change management process through the launch of a robust fleet employee engagement and data collection initiative as described below:

- A) Fleet Employee Engagement: By leveraging the web-based employee education and engagement platform (Electrifyze), we will engage, educate, and support fleet staff in learning about and transitioning the County's fleet to EVs. Our target audience of fleet staff includes fleet drivers, fleet managers, fleet procurement staff, and leadership involved in the fleet transition process.

As part of this initiative, educational content on EVs, charging, and best practices in EV fleet management will be deployed to fleet personnel. Our goal is to raise the overall understanding of and comfort with EVs (i.e., the "EV IQ") among fleet personnel to lower the barriers to fleet electrification arising from a lack of understanding of and familiarity with EVs.

- B) Fleet Data Collection and Transition Planning: A fleet data collection and transition planning initiative will be launched in conjunction with the fleet employee engagement initiative. Our goal is to enable data-driven decision-making on the annual procurement of fleet vehicles and charging infrastructure. Analysis of data from the following sources will be considered in the development of annual vehicle and infrastructure procurements within the study area:
- Fleet inventory data, which will help identify vehicle replacement candidates based on the age and maintenance costs of current fleet vehicles
 - Fleet use data (such as fleet telematics, odometer, and fuel report data), which will help identify the on-road utilization of current fleet vehicles to confirm the range viability and charging infrastructure needs for EV replacement candidates
 - Building location and charging infrastructure data, which will be used to make recommendations on additional charging infrastructure that may need to be installed to support greater numbers of EVs across the County fleet
 - Fleet employee survey data, which will provide an understanding of the real and perceived barriers to fleet electrification among fleet drivers, managers, and procurement staff

A fleet transition plan and change management process will be developed and annually refreshed through data analysis from these sources.

- C) Tools and Resources: Fleet data analysis and transition plan development will be conducted using the fleet analytics software. Fleet employee education and engagement will be conducted using the Electrifyze web-based platform (see [Electrifyze.la](https://www.electrifyze.com/)). The fleet employee education, data collection, and change management process will be integrated with our fleet operations and procurement processes managed by the ISD's Fleet department and communication with department Fleet Coordination Managers.

Task Outcomes

This task aims to develop and deploy a fleet education, planning, and change management process that accelerates the adoption of electric vehicles across LA County's fleet in the study area. The change management process will combine 1) a fleet employee engagement and education process that increases the "EV IQ" of fleet drivers, fleet managers, and procurement staff, and 2) a data collection and transition planning process that streamlines the annual procurement process for fleet vehicles and charging infrastructure. The approach that we develop and test on fleets in the study area, will be scaled up to LA County's 4,450 vehicle fleet to guide the development of a fleet electrification plan and strategy that can be replicated across other municipal and private fleets across the community.

Task Deliverables
2.a Educational content on EVs, charging, and best practices in EV fleet management

2.b Creation of a fleet data map of County fleet operations, including fleet inventory data, fleet usage data (e.g., telematics, odometer, fuel use data), building location and charging infrastructure data, and survey responses from fleet staff
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2.c Development of fleet transition plans, with recommendations on fleet vehicles to replace, EV makes/models with which to replace them, and charging infrastructure requirements to support newly purchased EVs

Task 3: Geospatial Analysis

Purpose and Goal

The purpose of this task is to use the data gathered in Task 1 and 2 and geospatial analysis to identify new locations for Park & Ride lots, EV shuttles routes for first- and last-mile commutes and travel between County buildings, and optimal locations for EVSE infrastructure to support them. ISD supports all County departments in promoting carpooling, public transportation use, and vanpooling. Adding Park & Ride lots and EV shuttle routes will create opportunities for more County employees and residents to adopt shared and electric mobility options. ISD's GIS team will expand on an existing interactive mapping tool and conduct geo-spatial analysis examining employee travel patterns and Rideshare data. The GIS team will identify County-operated locations along major corridor routes and near Metro and bus depots to be converted to Park & Ride lots. Once shuttle routes and Park & Ride locations are identified, the GIS team and Project Manager will prioritize locations where Level 2 and DC Fast Chargers are needed. The plan in the final report will identify opportunities to deploy EV shuttle options to support employees near high-need workplaces and Park & Ride locations that enhance carpooling and vanpooling and connect employees to public transportation hubs.

Opportunity

Of the County employees that participated in the March 2021 Rideshare Survey³ that do not take any form of public transportation or ridesharing mode to work, 47% (n=2,780), are interested in access to Park & Ride lots or first/last mile shuttles and shuttles to travel between County buildings. Of the sample of County employees currently participating in the Rideshare program, 17% (n=363) indicated they would use a Park & Ride lot if they were aware of one along their commute.

The analysis completed in this task will help the County identify optimal locations using a data-driven approach and best utilize limited resources for strategic implementation of our RideShare Program. Expanding Park & Ride locations in the region supports South Coast Air Quality Management District's Regional Transportation Strategy by expanding Park & Ride locations that are accessible to County employees and the public. Results from this analysis will support long-term and effective solutions to reducing single-occupancy commutes and strategic placement of EV charging stations.

Challenges we seek to overcome

In the latest South Coast Air Quality Management District mandated Annual Vehicle Ridership Survey of 69,697 employees, 14% carpool to work, 9% use some form of public transportation, and only 0.2% vanpool. Fifty-nine percent of County employees take drive-alone trips to the office and many telework to avoid long commute times.

There are 18 Park & Ride lots in the Gateway Cities with nearly 7,100 spaces that provide access to Metrolink, Metro Blue and Green Lines, and local and express buses. Gateway Cities COG reported that one-third of the lots are operating near or at capacity. By 2035, if no additional improvements are made,

³ ISD's Rideshare and Clean Transportation Team's conducted a survey in March 2021 to better understand commuter patterns and needs. The survey was distributed through Rideshare ETC's and 3,450 employees completed the survey.

half of the lots will be operating at or over capacity.⁴ ISD has not yet built out Park & Ride infrastructure to support employee carpooling and vanpool options because we lack data to identify where to place new lots and how many vehicles they should support.

The County has limited financial resources and no data on how to strategically deploy on-site parking infrastructure to promote carpooling and vanpooling opportunities. We have deployed preferred parking for carpool vehicles but have not investigated or invested in Park & Ride facilities on County lots to support a larger number of employees that can carpool, vanpool, or take public transportation. Once locations are identified and infrastructure is built out, ISD can invest in strategic deployment of rideshare options and reduce single-rider commutes.

Objective

Optimal locations mapped, for new park and ride lots, shuttle routes between buildings, first and last mile shuttle routes, and EV chargers based on input from employees and fleets.

This objective will be accomplished through data collection and analysis on employee travel patterns and employee inputs from tasks 1 and 2. The GIS Team tasked with these objectives have completed similar analyses for several Countywide initiatives including an LA County Board-approved telework pilot and the Countywide COVID-19 work-from-home analysis report. The GIS team will build an interactive web tool to assist ISD EES in analyzing, selecting, and identifying optimal parking lots to build out Park & Ride facilities.

Proposed Approach

ISD's GIS team will analyze commute pattern data that includes an employee's home residence and proximity to work facilities. Input from residents, about where Park & Ride, shuttles and EV chargers are needed will be added to the map as well as locations for EV chargers to serve fleets. An interactive web application will be built to display the resident and employee needs, including derived employee commute patterns and relevant data such as Metro and bus depot locations, County-operated parking lots, and CalEnviroScreen variables.

- A) Meetings and project management: The Project Manager and GIS team will assess data requirements and parameters to conduct the analysis, current data availability, and data gaps. A detailed plan will be established to collect all data gaps and to conduct the analysis.
- B) Data gathering: The Project Manager will work with Gateway Cities COG, LADOT, Metro, and Caltrans to identify additional data to input for optimal Park & Ride locations, EV charging infrastructure and shuttle routes as needed.
- C) Data cleanup and geocoding: The GIS team will collect all data from ISD and County sources, clean up data to fit into the analysis parameters and conduct initial geocoding, such as work-site specific analysis and proximity to bus and train stations.
- D) Build-out and In-depth Analyses: The GIS team will run routing, geocoding, and heat map analysis utilizing data requirements. The team will layer geocoded maps to include symbols on data layers and configuration of data pop-ups.
- E) Tools and Resources: The GIS team will utilize its existing Spatial Analyst platform and utilize data inputs required for its teleworking analysis. The team will acquire existing employee and work location data and existing publicly available data such as CalEnviroScreen metrics.

Task Outcomes

The intended outcome is viable locations for Park & Ride lots, shuttle routes and EV infrastructure that are informed by the data collected in Tasks 1-3 and synthesized with the interactive map and geospatial

⁴ The Atlantic Corridor Complete Street and Master Plan Study July 2021, p. 18, http://www.gatewaycog.org/media/userfiles/subsite_9/files/complete_street_initiative/Atlantic%20Corridor%20Report%207_14_21_r1.pdf

analysis developed in this task.

Task Deliverables
4.a Built-out Mapping tool with defined parameters and symbols
4.b Summary of Park and Ride, Shuttle Route and EV charging station location priority needs

Task 4: Community engagement and input

Purpose and Goal

The purpose of this task is to gather input from residents in the communities where EV chargers, Park and Ride Lots, and potentially shuttle routes would be the most valuable. Our goal in this task is to identify priority locations for shared and electric mobility infrastructure sites that provide the greatest benefit to the community, while also serving employees. We will gather input from community members using a variety of approaches and with support and expertise from local community-based organizations. The Southeast Los Angeles Collaborative will assist the County in identifying area non-profit organizations that can compete for small grants to lead outreach efforts. Through this project, we will utilize both interactive online and in-person events to convey information about shared and electric mobility opportunities while gathering input on resident preferences and needs.

Opportunity

According to the US Census Bureau, 80% of people drive to work alone – the vast majority of these drive-alone commute trips occur in conventional gas-powered cars. While 71% of people today say they are interested in electric cars [Consumer Reports], only 2% of new car sales are EVs. If an effective and scalable approach can be developed to engage with, educate, and support drivers in shifting to shared and electric mobility, a tremendous opportunity exists to reduce greenhouse gas emissions from drive-alone commute trips in gas-powered cars.

Based on the results of the December 2019 “Living and Working in SELA Survey” conducted by the SELA Collaborative and several partner organizations, there are opportunities to improve the commuting experience for residents in Southeast LA cities. The majority of commuters in Southeast LA (55% of 1,017 surveyed) are commuting alone by car to work and only 11% carpool to work. Challenges identified about public transportation experiences also indicate that commuters could benefit from having other commuting options. Fewer than 36% surveyed have a commute that takes less than an hour. Forty-six percent of 18 to 25-year-olds surveyed indicated transportation costs made life more challenging. Importantly, 56% of females did not feel safe using public transportation. There are opportunities to learn more from residents’ commuting experiences and gather their input on alternative solutions that improve their work life experience.

ISD and the SELA Collaborative are participating in the non-profit Pando Populus’ [Pando Days Challenge](#), in which four college teams representing sciences and humanities are developing prototype communication models. Their projects will identify needs assessment strategies to reach and connect with residents where they live; feedback models to determine how new community-based content will continue to inform overall system solutions; and education strategies to introduce residents to clean mobility options and benefits based on community needs. The Four Pando Teams are expected to share their prototypes in mid- December of 2021, and test their strategies in Cudahy, one of the Gateway Cities. One or more of these strategies is expected to be incorporated into the outreach and engagement approach to learn from residents during this task.

Challenge we seek to overcome

There are several challenges involved with gathering input from residents about where they prefer to have clean mobility options. For example, planning interactive events, surveys, and focus groups requires considerable time and cost. Additionally, participants who want their voices to be heard get frustrated when the impact of their input is not realized quickly, or they get survey fatigue from the multiple organizations carrying out similar studies.

EV adoption in Southeast Los Angeles is the lowest in the County. Whereas in some zip codes there are 5,000 to 10,000 registered EVs, in Southeast Los Angeles and the Gateway cities, many zip codes have fewer than a hundred registered EVs. It is critical, that as infrastructure is built out, the County seeks an equitable approach to ensure that these communities are part of the transition to an electrified transportation system and not left behind. Understanding residents' needs and barriers and how the County can best serve both employees and the community is essential. During the input gathering phase of the County's 2019 Sustainability Plan, residents expressed concern that expensive infrastructure would be placed where the community didn't want or need it. For these reasons, the County is partnering with Pando Days and the SELA Collaborative to design and test outreach strategies that provide an opportunity for community input to be ongoing and continuous while also creating opportunities to continue to reach a broader audience and engage underserved residents. Robust, tested community engagement practices will enable us to learn where infrastructure is needed to provide the greatest benefits for employees and residents.

Objective

Revised map and list of priority locations for park and ride lots and EV chargers based on feedback from the community.

This objective will be accomplished by utilizing tested tools and strategies that enable ongoing input from residents about their shared and electric mobility needs. In particular, the task will focus on online and in-person engagement. The consultant will enhance existing online tools in Electrifyze that can effectively engage with residents, educate them in learning about shared and electric mobility, and support them in making the shift into shared and electric mobility modes. The CBO(s) will conduct outreach and gather input from residents.

Proposed Approach

To learn from residents where they want and need EV chargers and park and ride lots.

- A) **Enhancement of Online Learning Portal on Shared and Electric Mobility:** An online learning portal with content on shared and electric mobility will be created and launched for residents in English and Spanish. The portal will provide a unified approach for engaging with residents online. Surveys embedded throughout the online content will provide a valuable channel for collecting data on which of the locations identified for Park & Ride lots, shuttle stops, and EV charging stations will be beneficial to residents, as well as what barriers they face, and what resources they need to overcome barriers.
- B) **Community Engagement Strategy Development:** Two months prior to starting the Community Engagement Task, The County, will hire one or more CBOs with experience in serving hard-to-reach populations in the study area. The SELA Collaborative will be a resource for ISD to identify experienced CBOs that conduct outreach and engagement campaigns, utilize a promotoras/es model, utilize best practices to engage with hard-to-reach populations such as non-English speaking, undocumented, and senior populations. Strategy development will be informed by expertise from CBOs and input from the Pando Days projects.
- C) **Community Events:** The first deliverable from the CBO(s) will be an event plan with schedule, locations, structure, and content for in-person public events. The plan will also include communication materials about and for the events in multiple languages. We have budgeted for four events, which could be large town halls, focus groups, an online in-person event or open-house, or another structure identified by Pando Teams or the CBO(s). Because the County owns

and has access to several facilities, including public libraries within Southeast LA, we do not need to budget for event space.

- D) Tools and Resources: One tool to improve outreach will be to use a promotoras/es model to connect with residents in their communities. This practice is used by health organizations to reach more residents, and the SELA Collaborative has found it effective to engage and learn from a greater number of residents in SELA communities. Promotoras/es, are well-respected members of the community that share and learn from residents where they live and work. The CBOs will identify promotoras/es, provide training, and a stipend for up to ten people to seek input from residents. Promotoras/es will spend up to 20 hours each, meeting residents along their commutes at bus or metro stops or at planned community events to get their input on shared and electric mobility needs.

Additionally, over seven months, the County will host a minimum of four events in Southeast LA. The County's partner, the California Conservation Corps, who we are partnered with on another grant, will provide staff support at events. Through the events we will introduce residents to:

- 1) Options and benefits related to shared and electric mobility
- 2) Options for locations for Park and Ride lots, EV chargers, and possibly shuttle stops
- 3) Methods for how we propose to learn from residents and reach more people

E) Summary of Findings:

From the events we will gain an understanding of:

- Commuter options and locations that would benefit residents for Park & Ride lots, shuttles, and EV chargers
- The effectiveness of the event and online platform to both inform and give an opportunity to provide feedback and suggestions for improvements

Task Outcomes

The inputs from this task will inform the final report by revising the priority locations for shared and electric mobility infrastructure that meets both employee and resident needs, and by providing suggestions to improve the events and online platform to best engage and learn. The intended outcome is to understand resident preferences and incorporate them into the strategic implementation plan, to have the insight needed to improve Electrifyze and identify scalable engagement strategies to reach more residents in underserved and disadvantaged communities.

Task Deliverables
3.a Enhanced online platform
3.b Plan for data collection and community engagement strategy
3.c Communication materials
3.d Summary of input from events, promotoras/es interviews, and online surveys

Task 5: Stakeholder Feedback and Final Report

The final report will synthesize the data summaries in Tasks 1-4 into a single report. During this task we will solicit employee, community, and stakeholder feedback. Their feedback will verify the framing of what we learned during the data collection and engagement phases and also provide input into the final guidance and next steps towards implementation based on the project findings. The consultant will compile the final report, project stakeholders will review and comment on the report, and the consultant will produce the final report.

Objective

Final Report that is informed by employees, residents and stakeholders and provides a strategic implementation pathway to deploy infrastructure to meet our communities' needs.

This objective will be achieved by, incorporating the findings from Tasks 1-4 into a draft report, and soliciting feedback from stakeholders and community on the draft. The consultant will prepare a final report that is responsive to feedback from employees, fleet managers, community members, and external stakeholders.

Proposed Approach

The consultant will synthesize the data into a single report that includes a strategic implementation plan, and stakeholders and community members will provide input on the draft findings and participate in developing the next steps.

- A) Data Synthesis and Draft Report Writing: Data synthesis and recommendations on strategies to accelerate the adoption of shared and electric mobility will be conducted at the culmination of each prior task. Several working group meetings of each of the Taskleads, and the overall project team, will be conducted to consolidate the outcomes of each task into a draft regional strategy report. The report will be broken down into sections that provide recommendations on infrastructure and program deployment to accelerate the adoption of shared and electric mobility across three target audiences: 1) Employers across LA County, 2) Fleets across LA County, and 3) Residents across LA County with particular emphasis on disadvantaged communities.
- B) Stakeholder Input on Public Infrastructure Recommendations: The findings and recommendations synthesized from Tasks 1-4 and described in the draft report will be shared through workshops targeting LA County employees, County Rideshare Program Managers, County ETCs, ETCs from other large employers across the region, and key stakeholders in the region's shared mobility landscape (e.g., including but not limited to Caltrans District representatives, SCAG representatives, Gateway Cities COG, Rideshare program managers at LA Metro, LA DOT representatives, Rule 2202 Program Managers at the South Coast Air Quality Management District). Each workshop will involve listening sessions to ensure the findings and recommendations are responsive to the needs of our regional audience.
- C) Fleet Input: The findings and recommendations from the fleet-focused portion of the draft report will be shared through workshops targeting LA County and local fleet managers. Feedback gathering will focus on the viability and effectiveness of recommendations for infrastructure and program deployment to support fleet electrification across the County's fleet, and subsequently scaled to support municipal and private fleets across the region.
- D) Community Verification and Input: The draft report will be shared through 2 to 3 online and/ or in-person workshops involving residents across the community, emphasizing disadvantaged communities. The CBO(s) will lead community input and feedback gathering, and use the same practices described in Task 3.
- E) Project and External Stakeholder Input: Upon improvement of the draft report based on the feedback workshops (see B, C, and D above), external stakeholder feedback will be sought from key regional and national experts in the shared electric mobility space. External experts will be sought from regional and national non-profits, governments, national laboratories, and industry associations in the shared and electric mobility space.
- F) Final Report: A final report will be created based on each feedback session (see B, C, D, and E above). The findings, lessons learned, and strategic implementation plan will be made available in a variety of formats (e.g., presentations, recorded webinars, websites) that allow widespread dissemination and distribution with key regional stakeholders.

Task Outcomes

The final report will include a summary of findings, lessons learned, and a strategic implementation plan that will

be incorporated into ISD's 10-year strategic plan. The report will be provided to Caltrans in the form of an ADA-accessible electronic copy. Hard copy and electronic reports will be provided to internal and external stakeholders, including Fleet Managers, the GIS team, Rideshare and Clean Transportation Programs, the SELA Collaborative, as well as Gateway Cities COG. Additional copies will be available upon request. Notice of the completed report will be shared online via Project Stakeholder websites. The reports will be shared with the public in widely accessible formats, such as websites, recorded webinars, presentation slides, and other printed means as required. At this end of this task, the Project Stakeholders will have a plan:

- A) for the rollout of infrastructure and programs that increase shared and electric mobility use **among employees,**
- B) that increases EV purchase and use **across fleet operators,** pilot tested on the County's fleet in the study area
- C) that identifies **community engagement strategies** that effectively engage residents in disadvantaged communities and empower residents to share input on shared and electric mobility decisions and infrastructure rollout

The County will utilize the strategic implementation plan to initiate infrastructure rollout, and to communicate and coordinate with regional transportation organization agencies about next steps. For example, ISD will coordinate with Metro's Sustainability team on placement of Park and Ride lots and EV chargers at or near Park and Ride lots and metro stations. ISD will also seek to share the report and plan with other large employers that also have a large transportation footprint in the County. ISD's plan can be a model for how an organization with several thousand buildings, over 110,000 employees and nearly 4,500 fleet vehicles can implement shared and electric mobility strategies that positively impact employees' lives, fleet operations, and the health and well-being of residents living in surrounding communities.

Task Deliverables
5.a Draft report
5.b List of comments from the public, stakeholders, and employees
5.c An ADA accessible electronic copy of a Final Report that includes findings, lessons learned, and a strategic implementation plan and credits FHWA, FTA, and Caltrans.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER DATE	5/11/2022	
BOARD MEETING DATE	6/8/2022	
SUPERVISORIAL DISTRICT AFFECTED	X 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)	Internal Services Department (ISD)	
SUBJECT	REQUEST TO AWARD AND EXECUTE A SOLE SOURCE CONTRACT FOR MICROSOFT UNIFIED SUPPORT AND CONSULTING SERVICES	
PROGRAM	Microsoft Unified Support Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	X Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	X Yes <input type="checkbox"/> No If Yes, please explain why: Under this contract Microsoft will provide technical engineering resources and support services for customized and proprietary software. These proprietary services are developed in conjunction with Microsoft product groups and contain intellectual property that can only be provided by Microsoft.	
DEADLINES/ TIME CONSTRAINTS	The current Microsoft contract expires on June 29, 2022, and this contract will replace the current (2015) contract.	
COST & FUNDING	Total cost: \$13 million per contract year. Expenditures under the contract will vary from year-to-year based on the needs of County.	Funding source: Funding for these services is included in ISD's and other County departments' Fiscal Year 2021-22 Adopted Budgets, and sufficient appropriation will be requested in the future years. Expenditures over the term of the contract in any given year will remain within each departments' budgeted appropriation for such services.
	TERM: Five (5) years, commencing upon execution, with three (3) one-year renewal options, and six (6) additional month-to-month extensions.	
	Explanation: Approval of recommendations will allow the County to continue contracting with a Microsoft to provide Unified Support and Consulting Services for County departments, and it will enable ISD to continue providing County departments with critical Microsoft support services without disruption.	
PURPOSE OF REQUEST	The recommended contract will transition the County from the current Premier Support Services (PSS) contracting model to the new Unified Support contracting model where the County can access enhanced Microsoft services and solutions.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The current contract was awarded on June 30, 2015 and provides technical planning and assessments, third-tier product support, direct high-end technical engineering resources and dedicated design and deployment services of Microsoft products and technologies. The scope of services in the recommended contract will allow Microsoft to provide support services to the County to address emergent and time-sensitive consulting and performance management needs. This contract is necessary to ensure that essential support services continue to be available. The contract will also allow the County to transition from PSS and take advantage of solutions provided under the new Microsoft Unified Support Services program.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes X No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes X No (CIO Priority: Information Technology Governance Framework, balancing department priorities for local IT service delivery and responsiveness with enterprise priorities for scale, standardization, and interoperability)	
DEPARTMENT CONTACTS	Christie Carr, Division Manager, (323)267-3101, ccarr@isd.lacounty.gov	



SELWYN HOLLINS
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County of Los Angeles
INTERNAL SERVICES DEPARTMENT

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"Trusted Partner and Provider of Choice"

June 8, 2022

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

Dear Supervisors:

**REQUEST TO AWARD AND EXECUTE A SOLE SOURCE CONTRACT FOR
MICROSOFT UNIFIED SUPPORT AND CONSULTING SERVICES
(ALL DISTRICTS – 3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request delegated authority to Internal Services Department (ISD) to award and execute a Unified Support and Consulting Services sole source contract with Microsoft Corporation (Microsoft) to provide as-needed technical professional services and proactive/reactive proprietary services that support the County's Microsoft environment.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of ISD, or designee, to award and execute the recommended contract (Attachment 1), with Microsoft to provide Unified Support and Consulting Services for an initial contract term of five-years, commencing upon execution, with three one-year renewal options, and six additional month-to-month extensions. The total amount authorized for expenditure under this contract shall not exceed \$13 million per contract year during the term of the contract.
2. Authorize the Director of ISD, or designee, to (i) exercise the renewal options and month-to-month extensions in accordance with the recommended contract; (ii) upon review and approval as to from by County Counsel, execute applicable amendments to the contract to make necessary changes which affects the

statements of work to add/delete services and/or features to existing Unified service packages, make changes to the pricing schedules, and/or revise the terms and conditions to align with Board policy changes and directives; (iii) execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; (iv) execute individual Work Orders (WO) and/or Statements of Services (SOS) on behalf of County departments; and (v) to amend, delete, and/or replace any Exhibits to the contract to approve programmatic and/or administrative workflow changes needed to effectively manage the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The maintenance/support that comes with Microsoft commercial software licenses is limited to software updates, bug fixes, and software/security patches. As such, County departments have been acquiring Microsoft support services through support specific contracts since 2005.

On June 30, 2015, the Board of Supervisors (Board) approved the current Premier Support Services (PSS) contract with Microsoft which provides access to internal Microsoft resources and highly technical advisory and support services to County departments. The current PSS contract, which is administered by ISD, expires on June 29, 2022, and provides services such as technical planning and assessments, third-tier product support, direct high-end technical engineering resources and dedicated design and deployment services of Microsoft products and technologies.

Microsoft is the sole provider for certain proprietary Microsoft support and consulting services. The proprietary services are developed in conjunction with Microsoft product groups and contain intellectual property that can only be provided by Microsoft. The scope of services in the recommended contract will allow Microsoft to provide support services to the County to address emergent and time-sensitive consulting and performance management needs. Therefore, a sole source contract with Microsoft is necessary to ensure that essential support services continue to be available. Additionally, the recommended contract will allow the County to transition from PSS and take advantage of solutions provided under the new Microsoft Unified Support Services program.

Approval of recommendation number one will allow the County to continue contracting with Microsoft to provide Unified Support and Consulting Services for County departments under the new Unified Program. The recommended contract will also

streamline the County's contracting and monitoring process, utilizing a single contract to provide services with a single set of terms and conditions, instead of departments individually negotiating contracts or purchase orders for such services.

Recommendation number two requests delegated authority to the Director of ISD, or designee, to execute amendments to exercise renewal options and month-to-month extensions, make necessary changes that affect the statements of work to ensure that the County aligns with the ever-changing IT needs, make changes to the pricing schedules, execute individual WO and/or SOS on behalf of County departments, and execute administrative contract amendments to effectively manage the contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County Strategic Plan III.2.1 Enhance Information Technology Platforms to Securely Share and Exchange Data; Goal III.2.2 Leverage Technology to Increase Visibility of and Access to Services; and Goal III.2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; Goal III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities to ensure that each department maximizes the use of technology to raise awareness of available programs and services; and Goal III.3 Operational Effectiveness, Fiscal Responsibility, and Accountability, by maximizing the effectiveness of the County's processes and operations and effectively managing County resources to provide efficient and responsive Microsoft support services in the County.

FISCAL IMPACT/FINANCING

The recommended contract shall not exceed \$13 million per contract year during the term of the contract. The recommended contract does not guarantee any minimum amount of work to Microsoft. The County only incurs obligations as individual WOs/SOSs are awarded. Work will only be awarded where sufficient budgeted funds are available from the County departments requesting Microsoft support services.

The Microsoft compensation for work performed under the recommended contract is based on a percentage fee of the County's historical spend under three service categories, i) server products, ii) user products and iii) Azure, the County's cloud computing service operated by Microsoft through Microsoft-managed data centers, and fixed hourly rates for as-needed professional support and consulting services. Microsoft's hourly rates cannot exceed the maximum rates set forth in the recommended contract. Microsoft's percentage fee and hourly rates are fixed for the

first year of the contract. Rates can be increased up to a maximum of three percent, if requested and only if Microsoft has applied such rate increases to its published Public Sector Rates for the then-current fiscal year.

Expenditures under the recommended contract will vary from year-to-year based on the needs of County departments, and County departments are responsible for ensuring they have adequate funding prior to requesting services under the recommended contract. County departments with an executed WO and/or SOS shall be responsible for ensuring that services do not exceed the amount, scope of work, and period of performance specified in the executed WO and/or SOS.

Funding for these services is included in ISD's and other County departments' Fiscal Year 2021-22 Adopted Budgets, and sufficient appropriation will be requested in the future years. Expenditures over the term of the contract in any given year will remain within each departments' budgeted appropriation for such services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract has been approved as to form by County Counsel and it includes suitable terms and conditions to protect the County. ISD worked closely with County Counsel to negotiate the most advantageous and commercially responsible terms possible for the County, with the original 2015 contract terms and conditions remaining substantially unchanged.

The recommended contract contains the required Board policy provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The recommended contract also contains provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, termination for default, and compliance with the Health Insurance Portability and Accountability Act of 1996.

Given that this is also an IT contract, appropriate provisions were included for confidentiality, the handling of security incidents, and the required limits of applicable insurance for network security and privacy liability, and technology errors and omissions coverage are also included.

Due to the highly specialized and technical nature of the contracted services, these services cannot be provided by County personnel. Accordingly, the recommended contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). ISD has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program", due to the specialized nature of the services.

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. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal CIO Analysis.

CONTRACTING PROCESS

On October 15, 2021, ISD released a Request for Information to survey the market for companies that can provide both support and consulting services for Microsoft products and technologies to determine the feasibility of releasing a competitive solicitation for the replacement services. Based on the responses received, it is ISD's intent to unbundle those services that are not proprietary to Microsoft and divide the contracted services into multiple smaller contracts as a viable procurement strategy to encourage small, local, and diverse business utilization. However, there will still be a need for the recommended sole source contract with Microsoft to provide technical engineering resources and support services for customized and proprietary software.

On November 3, 2021, in compliance with Board Policy 5.100, Sole Source Contracts, ISD provided notification to the Board (Attachment 2) of its intent to enter into sole source negotiations for a contract with Microsoft to replace the existing PSS contract, which provides highly technical advisory and support services for County departments. The notice was within the time frames required by the policy. During the contract development and negotiations process ISD worked closely with the CIO and County Counsel to ensure the contract best meets the needs of the County. In accordance with the Board's Policy, the Sole Source Justification, and corresponding Sole Source Checklist (Attachment 3) has been reviewed and approved by the Chief Executive Office.

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

The provisions represent the best positions that could be reached by the parties involved and are similar to the provisions previously approved by the Board in the current 2015 contract. The recommended contract represents a minimal risk position for the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

To ensure that ISD best meets the needs of its customers and to improve Microsoft services for County departments, the recommended contract will transition the County from the current PSS contracting model to the new Unified Support contracting model where the County can access enhanced Microsoft services and solutions.

Approval of recommendations will allow the County to continue contracting with Microsoft to provide Unified Support and Consulting Services for County departments, and it will enable ISD to continue providing County departments with critical Microsoft support services without disruption.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board Letter to the Director of ISD.

Respectfully submitted,

Reviewed by

SELWYN HOLLINS
Director

PETER LOO
Acting Chief Information Officer

SH:MO:LG:CC:ew

Attachments

c: Executive Office, Board of Supervisors
 Chief Executive Office
 Chief Information Office
 ISD Board Deputies

County Counsel

DRAFT



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MICROSOFT CORPORATION

FOR

**MICROSOFT UNIFIED SUPPORT AND CONSULTING
SERVICES**

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- A-4 Customer Service Request for Services Process
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- A-6 Microsoft Unified Support Sample Work Order
- A-7 Microsoft Consulting Services Sample Statement of Services
- A-8 Microsoft Sample Customer Status Report
- B-1 Microsoft Unified Support Published Price List
- B-2 Microsoft Consulting Services Published Price List
- C County's Work Order/Statement of Services Process
- D Contractor's EEO Certification
- E County's Administration
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- G COVID-19 Vaccination Certification of Compliance
- G1-IT Contractor Acknowledgement Confidentiality, and Copyright Assignment Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

UNIQUE EXHIBITS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- J Information Security and Privacy Requirements
- K Microsoft Products and Services Data Protection Addendum

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MICROSOFT CORPORATION
FOR
MICROSOFT UNIFIED SUPPORT AND CONSULTING SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Microsoft Corporation, hereinafter referred to as "Contractor". Microsoft Corporation is located at 1 Microsoft Way, Redmond, WA 98052.

RECITALS

WHEREAS, the County may contract with private businesses for certain technology support services, referred to as Microsoft Unified Support and Consulting Services ("Services") for the purposes of this Contract, when certain requirements are met; and

WHEREAS, the Contractor is a private sector (though publicly traded) firm specializing in providing Microsoft Unified Support and Consulting Services; and

WHEREAS, the Services will be acquired by County Departments on an individual basis through Work Orders under the administration and with the approval of the Internal Services Department (ISD) Director, or his/her designee; and

WHEREAS, this Contract is for Services that are technical and highly specialized, are provided on an intermittent basis, cannot be performed by current County employees or by individuals who could be recruited; and

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

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

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 A-1 Statement of Work-Microsoft Unified Product Support Description
- 1.2 A-2 Statement of Work-Microsoft Consulting Support Description
- 1.3 A-3 Additional Definitions and Terms and Conditions
- 1.4 A-4 Customer Service Request for Services Process
- 1.5 A-5 Acceptance Certificate Form
- 1.6 A-6 Microsoft Unified Support Sample Work Order
- 1.7 A-7 Microsoft Consulting Services Sample Statement of Services
- 1.8 A-8 Microsoft Customer Status Report
- 1.9 B-1 Microsoft Unified Support Published Price List
- 1.10 B-2 Microsoft Consulting Services Published Price List
- 1.11 C County's Work Order/SOS Request Process
- 1.12 D Contractor's EEO Certification
- 1.13 E County's Administration
- 1.14 F Contractor's Administration
- 1.15 G COVID-19 Vaccination Certification of Compliance 1.16
G1-IT Contractor Acknowledgement, and Copyright
Assignment Agreement
- 1.17 H Jury Service Ordinance
- 1.18 I Safely Surrendered Baby Law

Unique Exhibits:

Information Security and Privacy Requirements Exhibit

- 1.19 J Information Security and Privacy Requirements

1.20 K Microsoft Products and Services Data Protection Addendum

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

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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.

2.1.1.1 Acceptance: The County's issuance of a written Acceptance Certificate or the process by which County approves the Services, as more fully described in the applicable Work Order (WO) or Statement of Services (SOS).

2.1.1.2 Acceptance Certificate: The notice County shall issue to Contractor indicating that Contractor has resolved the subject problem or issues. A form of the Acceptance Certificate is attached as Exhibit A-5.

2.1.1.3 Acceptance Criteria: The mutually agreed upon standards set forth in each applicable WO and/or SOS.

2.1.1.4 Acceptance Test: The mutually agreed upon process and procedures by which the parties will determine the Services meet the acceptance criteria. Where no Acceptance Tests are included in a WO and/or SOS, the Services shall be deemed accepted upon completion and delivery to County, and County's review and issuance of an Acceptance Certificate.

2.1.1.5 Board of Supervisors (Board): The Board of

Supervisors of the County of Los Angeles acting as governing body.

- 2.1.1.6 **Confidential Information:** Information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure would be considered proprietary or confidential by a reasonable person acting in good faith. It includes, but is not limited to, non- public information regarding each party's business processes, products, features, marketing and promotions. Confidential Information does not include information which:(i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; or (iii) is, or subsequently becomes publicly available, or is received from another source, in both cases other than by a breach of an obligation of confidentiality under this Contract.
- 2.1.1.7 **Contract or Agreement:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.1.8 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.1.9 **County Department:** A department or any other administrative body as defined in Los Angeles County Code Title 2 -"Administration", any named County department as well as related agencies and/or related districts who will acquire the Services pursuant to a Work Order and/or Statement of Services. County Department shall also include any governmental entity for which the Board of Supervisors is the governing board.

- 2.1.1.10 **County Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. In the case of this Contract, the County Program Director shall mean the County of Los Angeles Internal Services Department Contracting Division Manager, or designee.
- 2.1.1.11 **County Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.1.12 **County Project Manager:** Person designated by each County Department with responsibility for day-to-day supervision of any and all Services provided by Contractor under each WO and/or SOS issued by such Department. The County Project Manager shall be designated by each County Department in each SOS or Work Order.
- 2.1.1.13 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.1.14 **Contractor's Support Practice Manager:** The individual designated by Contractor with responsibility for the day-to-day supervision of Contractor's satisfactory performance of its responsibilities under WOs issued under this Contract.
- 2.1.1.15 **Contractor Services Account Executive:** The individual designated by Contractor with overall responsibility of administration of the Contract.
- 2.1.1.16 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.1.17 **Decrement:** Debit against prepaid fees.
- 2.1.1.18 **Deficiency:** Any of the following: (i) nonconformance with the specifications and functional requirements in an applicable WO and/or SOS, (ii) defects(s) in Services relating to design, materials or workmanship, (iii) error(s), omission(s), failure(s) to meet any

standards set forth in any WO and/or SOS, or (iv) other problem(s) which result in the services not meeting the Acceptance Criteria established in the applicable WO and/or SOS.

2.1.1.19 **Effective Date:** The date of approval of this Contract by County's Board of Supervisors.

2.1.1.20 **ISD:** The term "ISD" shall mean County of Los Angeles Internal Services Department.

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

2.1.1.20 **Services:** The Microsoft Unified Support Services as described in Exhibit A-1 and Microsoft Consulting Services as described in Exhibit A-2 shall include all associated tasks and deliverables (e.g, reports, fixes, etc.) and Service Deliverables (as defined in Exhibit A-3 (Additional Terms and Conditions), as applicable.

2.1.1.21 **Statement of Work:** The description of work, services offered, directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.22 **Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract, if approved by the County.

2.2.1.23 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

2.2.2.24 **Work Order (WO) and/or Statement of Services (SOS):** A subordinate agreement document issued by County to the Contractor executed wholly within and subject to the provisions of this Contract, for the performance of Services and associated tasks and

deliverables. No work shall be performed by Contractor except in accordance with an executed WO and/or SOS and in accordance with Paragraph 3 (Work) and Exhibits A-1 and A-2.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in: (i) this Contract and as more fully set forth in Exhibit A-1, Microsoft Unified Product Support and each WO and, (i) Exhibit A-2, Microsoft Consulting Services and each SOS.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 Services shall be acquired by ISD for individual County Departments and through issuance of a WO and/or SOS that has been approved and executed by County's Program Director and Contractor. Following approval and execution, each WO and/or SOS shall be issued to Contractor by County's Program Director in accordance with the procedures set forth in Sub-paragraph 3.4.
- 3.4 When a County Department has identified a need for Services it shall first consult with ISD County Program Manager to decide how best to fulfill that need under this Contract and then complete a draft ISD WO and/or SOS, which it shall submit to the County Program Manager for review. County will contact Contractor to review the required services and WO and/or SOS draft. Contractor shall not be authorized to begin work under an ISD WO and/or SOS and County shall not be obligated to pay Contractor for any work done under a WO and/or SOS unless and until County Program Director has approved the WO and/or SOS and it has been issued to and executed by Contractor's Contract Manager.
- 3.5 ISD will act as the central coordinate to administer and track all Services awarded under this Contract. County Departments acquiring Services under this Contract will monitor and manage the performance of such Services.
- 3.6 Changes to an executed WO and/or SOS by County Program Manager, must be made through a WO and/or SOS Amendment pursuant to Sub- paragraph 8.1.5.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of eight (8) years and six (6) months. Each extension option may be exercised at the sole discretion of the ISD's Department Head or his/her designee as authorized by the Board of Supervisors.

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

- 4.3 The Contractor shall notify ISD when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to ISD at the address herein provided in Exhibit E - County's Administration.
- 4.4 Notwithstanding any other provisions of this Paragraph 4 (Term of Contract), for any WO and/or SOS issued prior to this Contract's expiration date, with an expiration date subsequent to the Contract's termination date, then the terms and conditions of this Contract shall survive in full force and effect as to such particular WO and/or SOS up to the WO and/or SOS expiration date; provided, however, that such extended Contract expiration date shall apply to such WO and/or SOS only, shall not extend such date for any other purpose whatsoever, including issuing a new or amended WO and/or SOS or extending any other WO and/or SOS; and that such WO and/or SOS has not been terminated by County in accordance with this Contract.

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 Contractor shall provide Services at the rates listed in Exhibit B-1 and B-2, Pricing Schedule for total maximum amount of this Contract for each contract year. The Maximum Contract Sum

shall not exceed \$13 million dollars per contract year for the term of this Contract.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Fee Schedule

5.5.1 The fees for the Services provided hereunder are set forth on the Microsoft Unified Support Published Price list in Exhibit B-

1 and Microsoft Consulting Services Published Price List in Exhibit B-2.

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-1 and A-2, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B-1 and B-2 (Published Pricing Lists) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. Contractor shall invoice the County after issuance of each WO and/or SOS pursuant to Paragraph 3 (Work). Each invoice shall state the costs of the Services specified in the County Department WO and/or SOS. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B-1 and B-2 (Published Pricing Lists).

5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A-1 and A-2 (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

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

5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Internal Services Department
9150 Imperial Hwy., MS:46
Downey, CA 90242
Email: bcuellar@isd.lacounty.gov
Attention: Brianna Cuellar

5.6.7 Submission of invoices

In order for Contractor to invoice the County for the County Department's WO and/or SOS payment, the WO and/or SOS must have been reviewed and approved by the County Project Manager and County Program Manager and issued to Contractor as is provided in Exhibit C ("County's Work Order Process"). Contractor shall submit its invoice for approval and payment to the County Project Manager for each WO and/or SOS along with a copy of the approved WO and/or SOS. Contractor shall also provide copies of these documents to the County Program Manager. Each invoice shall contain, to the extent not already set forth in the WO and/or SOS accompanying the invoice, the information required in Sub-paragraph 5.6.3.

5.6.8 Customer Status Report

For each WO and/or SOS, Contractor shall, on a monthly basis, submit its Reporting Form ("Report") in the format shown in Exhibit A-8 ("Microsoft Customer Status Report") to the applicable County Project Manager with a copy to the County Program Manager. Each Report shall include at least:

- 5.6.8.1 The identifying County number of this Contract;
- 5.6.8.2 The identifying number or other designation of the WO and/or SOS as mutually agreed to by County and Contractor;
- 5.6.8.3 A description of the Services provided for which Decrement is claimed;
- 5.6.8.4 The name(s) and titles of the individuals(s) who performed the work;
- 5.6.8.5 The total amount of the invoiced services;
- 5.6.8.6 The amount of the "Total Maximum Amount" remaining on the WO and/or SOS after subtracting previously billed and current charges;
- 5.6.8.7 Any other relevant information requested by County.

5.6.9 Invoice Related Disputes.

If disputes arise between the parties regarding invoices or Decrements and are not resolved within thirty (30) calendar

days, the parties shall follow the procedures set forth in Sub-Paragraph 8.31 (Notice of Disputes).

- 5.6.10 All invoices submitted by the Contractor for payment must have the written approval of the County Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.6.11 County shall not pay Contractor for any amounts not specified in each applicable WO and/or SOS. County shall not, under any circumstances, pay Contractor separately for any travel time, vacation, sick leave, per diem, expenses, and/or any other costs and/or out-of-pocket expenses for any services rendered under this Contract or any WO and/or SOS issued hereunder.
- 5.6.12 County shall not pay Contractor for any sales taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes) to which such fees are subject. Contractor is responsible for taxes based on its personal property ownership and/or net income.
- 5.6.13 Commencing on the Effective Date of this Contract, County shall pay fees to Contractor in accordance with the rates set forth in Exhibits B-1 and B-2. On the first and each following anniversary Effective Date, and for the remaining term of this Contract, the fees set forth in Exhibit B-1 and B-2 can be increased by the percentage increase, if any, up to a maximum of three percent (3%), if requested and Contractor has provided County with documentation that Contractor has applied the same rate increase to its published Public Sector Rates for the then-current Contractor fiscal year. Upon request by the County Project Manager or County Program Manager, the parties will cooperate and timely execute a written amendment to this Contract before any increase takes effect and becomes part of this Contract. Any such fee increases shall be applied only to WOs or SOSs executed after the applicable anniversary. In no event shall Contractor invoice County separately for any out-of-pocket expenses being paid under any WO or SOS. Should Contractor's published Public Sector Rates decrease, such lower rates shall be

immediately extended to County for all existing and subsequent WOs or SOSs.

5.7 Work Approval Testing and Acceptance

5.7.1 Acceptance Criteria

Contractor will consult with each County Project Manager to establish a mutually agreed to Acceptance Test Plan, a mutually agreed to process and procedure by which the parties will verify that the Services meet the Acceptance Criteria, the agreed upon objective standards by which the parties will verify that the Services Deliverables meet the specifications and/or requirements set forth in the WO and/or SOS. Conformity to the Acceptance Criteria, as judged by the County Project Manager in his/her sole discretion, shall determine whether County will accept or reject the Services.

5.7.2 Process for Acceptance Test

Each County Project Manager shall appoint personnel who shall attend, participate in, and verify the results of the Acceptance Testing. Contractor shall demonstrate that all work being tested either meets or exceeds the Acceptance Criteria. Testing shall include or be performed in the presence of County representatives.

5.7.3 Acceptance Tests

The parties shall, in each instance, mutually agree upon the Acceptance Criteria and testing which will apply to the Services Contractor delivers when a County Department orders Services from the SOS it has in place with Contractor. When the County Department is satisfied that the Services at least meet the Acceptance Criteria the parties previously agreed upon, the applicable County Project Manager shall issue Contractor an Acceptance Certificate, copy the County Program Manager, and close the matter. Contractor shall not under any circumstances Decrement a County Department's WO and/or SOS for any Service Contractor has provided until the County Department has accepted those Services and issued an Acceptance Certificate.

5.7.4 Decrements

For each WO and/or SOS, Contractor, on a monthly basis shall submit to the County Program Manager and the applicable County Project Manager a copy of the Report. Along with cumulative information that is required by Exhibit C ("Work Order Process"), the Report shall separately state all Decrements for which Contractor is charging the County for the reporting period. The County shall use the report to verify that all Decrements for which Contractor has charged the Decrement for the reporting period are supported by an Acceptance Certificate or Accepted in accordance with the applicable WO and/or SOS. Where Contractor has not provided an Acceptance Certificate for a Decrement and the applicable County Project Manager is not otherwise able to verify that the Decrement is supported by an Acceptance Certificate, the County shall challenge the Decrement and Contractor shall reverse the Decrement until the matter is resolved through Sub-Paragraph 8.31 (Notice of Disputes).

5.7.5 Notice of Deficiencies

If the applicable County Project Manager makes a good faith determination that Contractor's work as a whole, or a component thereof, has failed to successfully complete an Acceptance Test, he/she shall promptly notify Contractor's Support Practice Manager in writing of the Deficiencies identified at that time, specifying with as much detail as possible, the manner in which the work failed to pass the applicable Acceptance Test ("Notice").

5.7.6 Correction of Deficiencies

Upon receipt of Notice from County, Contractor shall promptly commence all reasonable efforts to correct the Deficiencies County identifies. Contractor shall notify the applicable County Project Manager when it has corrected the Deficiencies and the Acceptance Test shall resume. For each WO and/or SOS, Contractor shall, at no additional cost to County, be required to continue its efforts to correct any remaining Deficiencies until Contractor succeeds.

5.7.7 Time for Correction of Deficiencies

Contractor shall correct to the satisfaction of County, at no additional cost to County, all Deficiencies in the Services. Contractor shall initiate repairs on Deficiencies which have a critical or significant impact on County's operations within two (2) business days following notice from County and shall use all reasonable efforts to resolve the Deficiencies in the time frame set forth in the applicable WO and/or SOS. Contractor shall be solely liable for any direct costs incurred by County associated with any Deficiencies.

5.7.8 Remedy

In the event Contractor fails the Acceptance Test, County may pursue any and all remedies set forth in this Contract or as otherwise provided at law and/or inequity.

5.8 Warranty

5.8.1 Warranty

Contractor warrants and represents that: (1) all work and Services shall be performed in a professional and workmanlike manner, with all necessary care, skill and diligence, and in accordance with the applicable WO and/or SOS and other requirements set forth herein; (2) all work and Services shall conform to the requirements and specifications of the respective WO and/or SOS throughout the term of this Contract, including any and all extensions thereof; and, (3) all work and Services shall be free of Deficiencies.

5.8.2 Legal Proceedings

Contractor represents, warrants, and agrees that there are no existing or threatened legal proceedings against Contractor that would have an adverse effect upon its ability to perform its obligations under this Contract or its financial condition or operations and shall notify County promptly in writing of any change in this circumstance.

5.8.3 Disabling Devices

Contractor represents, warrants, and agrees that Contractor will not knowingly cause any interruption of the .operations of, or vulnerability to, the work, or County's computer and network systems through any device, method or means including, without limitation, the use of any "virus, "worm," "lockup," "time bomb," "key lock," device or program, or disabling or defective code, which has the potential or capability of causing any interruption of the operations of, or accessibility to, the work, or County's computer and network systems or which could alter, destroy, or inhibit the use of the work or County's computer and network systems, or the data contained therein which could block access to or prevent the use of the work or County's computer and network system.

5.8.4 Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS PROVIDED IN THIS CONTRACT, ANY SOS 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, SERVICE DELIVERABLES, FXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION.

5.9 **County Approval of Invoices**

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

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

5.10.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods

and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Program Director

- 6.2.1 Program Director shall, on behalf of County, have the authority to negotiate and recommend all changes to this Contract; execute WOs and SOSs, Work Orders, and Work Order Amendments, and responsibility to confirm by administrative oversight and monitoring of Contractor's services provided hereunder, to assure that:

- a) County Departments utilize the Contract to acquire Services only as is provided herein;
- b) Each WO and/or SOS is duly approved by the Program Manager, or at his/her direction, by the Program Manager and, once approved, executed by County's Program Director, is issued to Contractor's Contracts Manager for Contractor's implementation;
- c) All directives of County's Board of Supervisors are implemented;
- d) All issues, problems, or disputes which cannot be resolved by the County Program Manager under Sub-Paragraph 8.31 (Notice of Disputes) are addressed, and;

6.3 County Program Manager

The County Program Manager, on behalf of County, has the administrative responsibility to assist the County Program Director and each County Project Manager as they may require in fulfilling their respective duties by:

- a) Jointly, with County's Project Managers, reviewing each WO and/or SOS to ensure compliance in accordance with requirements set forth in Exhibit C ("WO/SOS Issuance Process");
- b) Forwarding the WO and/or SOS to the County Program Director for approval, if applicable;
- c) Jointly, with County's Project Managers, reviewing, and approving or rejecting all Contractor personnel proposed to provide Services under each SOS, and once approved, each change of Contractor personnel that Contractor proposes or County requests;
- d) Assuring that each proposed WO and/or SOS conforms to the guidelines which are set forth in this Contract for Services;
- e) Negotiating and recommending changes to any approved WO and/or SOS by use of the Amendment process provided in Subparagraph 8.1.5 and, when assured that the proposed changes meet County's requirements under this Contract, forwarding any proposed change to the County Program Director for approval;

- f) Reviewing all Contractor produced usage reports under the WO and/or SOS to (i) verify that each County Project Manager authorized each Decrement to that WO and/or SOS by issuing an Acceptance Certificate, and (ii) follow-up as necessary upon such review;
- g) Meeting with Contractor's Support Practice Manager, as required, to assure the orderly and satisfactory progress of Contractor's work on each outstanding WO and/or SOS; and,
- h) Taking action to resolve any issues, problems, or disputes that were not resolved by each County Project Manager.

6.4 County's Project Manager

Each County Project Manager shall be identified by name in each WO and/or SOS. Each County Project Manager or his/her designee shall, in accordance with the provisions of this Paragraph 6 ("Administration of Contract - County") and Exhibit C ("WO/SOS Issuance Process"), approve each proposed WO and/or SOS for the subject County Department and shall be authorized to delegate, as necessary and appropriate, WO/SOS-related operational responsibilities to appropriate managers within the County Department. County Project Managers and their delegates shall:

- a) Prepare a draft WO and/or SOS which identifies the County Department's technical and functional requirements and forward the draft WO and/or SOS to the County Project Manager for review and final approval and execution by the County Program Director;
- b) Review, approve or reject, with the concurrence of County's Program Manager, all Contractor personnel proposed to provide Services under each WO and/or SOS and, once approved, review, approve or reject each change of Contractor personnel that is proposed by Contractor or requested by County;
- c) Carry out the day-to-day operational and administrative responsibilities of the Contract by assuring that County has the appropriate representation at all meetings and keeping and updating records of program activity;
- d) Recommend and negotiate changes to each executed WO and/or SOS by use of process set forth in Sub-paragraph 8.1.5 and, when assured that the proposed changes meet County's

requirements under this Contract, forward the proposed change to County's Program Manager for review and, thereafter, approval and execution by County's Program Director;

- e) Participate in all Acceptance Testing or other review for compliance by Contractor with the terms and conditions of Service delivery under the WO and/or SOS to which County's Project Manager is assigned;
- f) Identify Deficiencies and assure that those Deficiencies are corrected by Contractor as provided in this Contract and, where not corrected, notify the County Program Manager so that County may pursue its rights and remedies as provided under this Contract regarding the Deficiencies Contractor does not correct;
- g) Issue Acceptance Certificates to Contractor when appropriate and as required by this Contract
- h) Monitor and report on Contractor's WO and/or SOS performance and provide regular status reports as required by the County Program Manager;
- i) Approve or disapprove all Contractor WO and/or SOS invoices for which he/she is County Project Manager;
- j) Inspect any and all equipment, services, and/or other work provided by or on behalf of Contractor; and,
- k) Coordinate, meet, and/or confer with Contractor's Support Practice Manager on a regular basis with respect to all work being performed on active tasks and deliverables and provide direction to Contractor regarding County policy, information and procedural requirements.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 Contractor's Contracts Manager shall have the responsibility for all contractual and legal aspects of Contractor's performance of its obligation under this Contract. Contractor's Contract Manager shall carry out the following tasks:
 - 7.2.3.1 Reviewing and approving all WO and/or SOS documents on behalf of Contractor, and specifically, as to each Contractor proposal to provide Services, Contractor's Contracts Manager shall assure that the Contractor proposal is fully responsive to the WO and/or SOS which County's Program Director submitted to Contractor's Contract Manager.
 - 7.2.3.2 Approving each Contractor proposal, submitting it to County's Program Manager, and meeting and conferring with County's Program Manager as required to resolve any issues County has regarding the responsiveness of Contractor's proposal;
 - 7.2.3.3 Resolving Contractor business, contractual and administrative matters relating to this Contract that cannot be resolved by Contractor's Support Practice Manager;
 - 7.2.3.4 Resolving all issues, problems, or disputes which may arise which cannot be resolved by Contractor's Support Practice Managers under Sub-Paragraph 8.31 (Notice of Disputes); and,
 - 7.2.3.5 Receiving all notices pursuant to this Contract and taking such other steps as may be necessary to fulfill Contractor's responsibilities hereunder.

7.3 Contractor's Support Practice Manager

- 7.3.1 Contractor's Support Practice Manager shall be responsible for the overall administration of this Contract with the County. Contractor's Support Practice Manager shall carry out such responsibilities through the following activities:
- 7.3.1.1 Assuring that Contractor responds fully and completely to County's needs for Services by developing the scope of and then drafting and finalizing the WO and/or SOS to meet the County's needs as stated in the proposal County submits to Contractor, obtaining County's Acceptance of the Services Contractor proposes to provide, and providing oversight of Contractor's provision of those Services;
 - 7.3.1.2 Assuring that Contractor personnel perform their assigned work as required;
 - 7.3.1.3 Taking such corrective action as is necessary when Deficiencies in Services are identified by either Contractor or County;
 - 7.3.1.4 Meeting and conferring on a regular basis with the County Project Managers assigned to the WOs and/or SOSs;
 - 7.3.1.5 Providing regular status reports to County's Program Manager;
 - 7.3.1.6 Keeping and updating all records relating to this Contract Contractor provides to County;
 - 7.3.1.7 Meeting and/or conferring with County's Program Manager on a regular basis with respect to all work being performed on WO and/or SOS tasks and Services.
 - 7.3.1.8 Resolving any issues, problems or disputes which may arise which cannot be resolved by Contractor's Services Account Executive through Paragraph 8.31 (Notice of Disputes); and,
 - 7.3.1.9 Representing Contractor in the Dispute Resolution procedure as required in Paragraph 8.31 (Notice of Disputes);
 - 7.3.1.10 Assuring that Contractor fulfills its reporting responsibilities in every respect regarding project activity;

7.4 Contractor's Services Account Executive

- 7.4.1 Contractor's Services Account Executive shall be responsible for drafting, finalizing, delivering and processing all WOs and/or SOSs, including change orders. Contractor's Services Account Executive shall provide prompt responses to all issues and questions regarding WOs and/or SOSs.

7.5 Approval of Contractor's Staff

- 7.5.1 County has the right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager. Should Contractor wish to make a material change to its Staff performing work hereunder, Contractor shall seek County's prior consent, which consent shall not be unreasonably withheld.

7.6 Contractor's Staff Identification

- 7.6.1 Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.7 Background and Security Investigations

- 7.7.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. A Contractor employee shall have the right to refuse to submit to the background and security investigation. In such event, the Contractor employee shall be withdrawn and replaced by Contractor. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation or refuses to submit to the background

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

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

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

7.8 Confidentiality

7.8.1 Except as expressly provided for in Subparagraph [7.8.4] or as disclosure may be required by any applicable law including, but not limited to, the California Public Records Act, for a period of five (5) years after initial disclosure, neither party shall use the other's Confidential Information without the other's written consent except in furtherance of this business relationship or disclose the other's Confidential Information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

7.8.2 County and Contractor shall take reasonable precautions to safeguard each other's Confidential Information. Such precautions will be at least as great as those each party takes to protect its own Confidential Information. Each party may disclose the other's Confidential Information to its personnel only on a need-to-know basis. When Confidential Information is no longer necessary to perform any obligation under any SOS, the receiving party will, at the other's request, either return it or destroy it.

- 7.8.3 Contractor shall maintain the confidentiality of all records and information received, obtained and/or produced under the provisions of this Contract in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.8.4 Each party is free to develop its respective products independently without the use of the other's Confidential Information. Neither County nor Contractor is obligated to restrict the future work assignments of people who have had access to Confidential Information. In addition, County, Contractor and the people who have had access to Confidential Information are free to use the information that the people retain in their unaided memories related to information technology, including ideas, concepts, know-how or techniques, so long as such use does not disclose Confidential Information of the other party in violation of this Sub-Paragraph [7.8]. This use will not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.
- 7.8.5 Either party may provide suggestions, comments or other feedback to the other with respect to the other's Confidential Information. Feedback is voluntary and the party receiving feedback is not required to hold it in confidence, as long as feedback does not constitute Confidential Information. The party receiving feedback will not disclose the source of feedback without the providing party's consent. Feedback may be used for any purpose without obligation of any kind, as long as feedback does not constitute any Confidential Information.
- 7.8.6 Contractor may use any technical information it derives from providing services related to Contractor's products for problem resolution, troubleshooting, and product functionality enhancements and fixes for Contractor's knowledge base. Contractor agrees not to identify County or disclose any County Confidential Information in any item in the knowledge base.
- 7.8.7 In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within

the following conditions: (a) Contractor shall develop all publicity material in a professional manner. (b) During the term of this Contract, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Program Manager. County shall not unreasonably withhold or delay such written consent. (c) Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this Sub-Paragraph [7.8] shall apply.

7.8.8 In lieu of Contractor's providing to County an executed Contractor Acknowledgement and Confidentiality Agreement in the forms show in Exhibit J for each of its employees and agents performing Services under this Contract, Contractor may provide such acknowledgements on behalf of its personnel, and in that event, Contractor shall as set forth in this Paragraph 7.8 indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, reasonable defense costs and legal, accounting and other expert, consulting, or professional fees, to the extent caused by any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.8, as determined by a court of competent jurisdiction or as mutually agreed to by the parties. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.8. shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval. To the extent the indemnity, defense, and hold harmless obligations relate to Contractor's failure to maintain confidentiality of Professional Services Data Professional Services Data, it shall be subject

to the limitations set forth in Paragraph 8.60 (Limitation of Liability). "Professional Services Data" means all data, including all text, sound, video, image files or software, that are provided to Contractor, by or on behalf of County (or that County authorizes Microsoft to obtain from a Product) or otherwise obtained or processed by or on behalf of Contractors through an engagement with Contractor to obtain Services.

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

7.8.10 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1-IT.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the ISD Director, or his/her designee.

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

8.1.3 The ISD Director, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by ISD Director, or his/her designee.

- 8.1.4 For any changes to any of the transactional Exhibits (i.e. Exhibits A, inclusive, B, C, E and F) to the Contract, an Amendment shall be prepared and executed by the ISD Director, or his/her designee, and in writing by Contractor.
- 8.1.5 For any change which affects the scope of work, period of performance, payments, or any other aspect of a WO and/or SOS, without affecting any term or condition of this Contract, a WO and/or SOS Amendment shall be prepared and executed by the Director of ISD, or his/her designee, and executed by the Contractor.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this 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 delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a

material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

- 8.2.3. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment, and such assignment of this Contract requires the prior written consent of County in accordance with applicable provisions of this Contract.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within ten (10) business days after the Contract effective date, the contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

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

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within two (2) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, and County Board policies applicable to the provision of the Services by Contractor, and all provisions

required thereby to be included in this Contract are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) 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.

- 8.6.2 As set forth in this Paragraph 8.6, Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all third party claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, reasonable defense costs and legal, accounting and other expert, consulting or professional fees, to the extent caused by any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, and County Board policies applicable to the provision of the Services by Contractor (collectively, the "Laws") or otherwise resulted in a third party claim against County arising directly from Contractor's failure to comply with the Laws, as determined by a court of competent jurisdiction or as mutually agreed to by the parties. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval. To the extent the indemnity, defense, and hold harmless obligations relate to Contractor's failure to maintain confidentiality of Professional Services Data or any failure to comply with the Laws applicable to the provision of the Services by Contractor or otherwise resulted in a third party claim against County arising directly from Contractor's failure to comply with the Laws, it shall be

subject to the limitations set forth in Paragraph 8.60 (Limitation of Liability).

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, “contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole

discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report links of available job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 **Non-responsible contractor**

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

8.12.4 **Contractor Hearing Board**

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors.

The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

- 8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is

now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing

work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 As provided for in this Paragraph, 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 to the extent caused by failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract, as determined by a court of competent jurisdiction or as mutually agreed to by the parties.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

- 8.19.1 As set forth in this Paragraph, the contractor shall comply with all applicable provisions of the Federal Fair Labor Standards

Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and reasonable attorneys' fees to the extent caused by any failure by Contractor, its officers, employees, agents, or subcontractors to comply with any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable, as determined by a court of competent jurisdiction or as mutually agreed to by the parties.

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the reasonable control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the reasonable control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other

sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to the exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.8 (Confidentiality).

8.23 Indemnification

8.23.1 As set forth in this Paragraph, Contractor agrees to indemnify, defend and hold harmless County and County special districts and their elected and appointed officers, employees and agents from and against any third party claims for damages for bodily injury (including death) and damage to real property or tangible personal property for which it is legally liable to that third party and pay all cost, damages and attorney fees that a court finally awards or that are in a settlement approved by Contractor. Upon being served with any action or claim, County shall promptly notify Contractor in writing of same. County shall permit Contractor to control the defense of any action or claim to the extent permitted by law, and shall cooperate with Contractor in the defense.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract. The Contractor will satisfy all insurance requirements through a program of self-insurance, commercial insurance, a combination of the two, or any similar risk financing alternative.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been

given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, insurance certificates of any required contractor and/or sub-contractor at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department
Information Technology Contracts – PCS
Microsoft Unified Support Services
9150 E. Imperial Hwy., MS:46
Downey, CA 90242
Attention: Brianna Cuellar

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

8.24.3 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County.

8.24.4 **Cancellation of or Changes in Insurance**

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

8.24.5 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract.

County, at its sole discretion, may obtain damages from contractor resulting from said breach.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Reserved.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR.

8.24.10 Reserved.

8.24.11 Application of Excess Liability Coverage

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$2 million

Each Occurrence: \$2 million

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

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements for Contractor is responsible, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$5 million per claim and \$5 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a

period of not less than two (2) years following this Agreement's expiration, termination or cancellation.

8.25.4.2 Network Security & Privacy Coverage Insurance

The Contractor shall secure and maintain network security and privacy coverage insurance coverage with limits of \$10 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption. The Contractor shall provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Reserved.

8.27 Reserved.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.34 Notices

- 8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract shall become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all reasonable costs and expenses, including reasonable

attorney's fees, in action or liability arising under the Public Records Act. For purposes of clarity, Contractor's obligations under this Paragraph 8.36.2. apply to actions taken by County to protect Contractor's "trade secret", "confidential", or "proprietary" under the Public Records Act at the request of Contractor.

8.37 Publicity

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

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

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

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

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

- 8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the

contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 Subcontracting is strictly prohibited, and the Contractor must not subcontract any of its obligations under the Contract without the County's prior consent. If Contractor deems it necessary to subcontract, a written request must be submitted to the County and Contractor must receive prior written consent of the County to subcontract. Any subcontracting without prior approval of the County is in violation of this provision shall be deemed a material breach of this Contract. For purposes of clarity, Microsoft does use subprocessors as defined and provided for in the Microsoft Products and Services Data Protection Addendum.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the Subcontractor;
 - 8.40.2.2 A draft copy of the proposed Subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees. To the extent the indemnity, defense, and hold harmless obligations relate to Contractor's failure to maintain confidentiality of Professional Services Data or any failure to comply with the Laws applicable to the provision of the Services by Contractor or otherwise resulted in a third party claim against County arising directly from Contractor's failure to comply with the Laws, it shall be subject to the limitations set forth in Paragraph 8.60 (Limitation of Liability).
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract,

notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Internal Services Department
9150 E. Imperia Hwy., MS:46
Downey, CA 90242
Attention: Brianna Cuellar

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

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which

the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

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

8.42.2.2 Transfer to County, to the extent not previously transferred to County, all work in progress and all other completed work. County shall pay for such completed work pursuant to a fee and invoice schedule that has been mutually agreed to by the parties, and

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

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

8.43 Termination for Default

8.43.1 Either party may, by written notice to the other party has materially breached this Contract. County may, by written notice to Contractor terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- 8.43.1.1 Contractor has materially breached this Contract and does not cure within the time frame provided for in 8.43.1.3. below; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract and does not cure within the time frame provided for in Section 8.43.1.3 below; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within fifteen (15) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.1 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in

default (or the default was cured) under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it cannot pay its debts

as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

- 8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Gratuitous Efforts

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 applicable WO and/or SOS expiration date, and/or that exceeds the total sum as specified in an WO and/or SOS, as originally written or modified, in accordance with Sub-paragraph 8.1 (AMENDMENTS), or is other than as specified in an approved WO and/or SOS, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

8.55.1 Pro Bono Services

Contractor may, from time to time, provide Pro Bono Services for County through this Contract and an accompanying No-Cost WO and/or SOS which does not create a legal obligation for County to pay Contractor for such Services. It is Contractor's intent, under this Contract and accompanying No-Cost WO and/or SOS, to be in compliance with applicable laws and regulations. It is specifically understood that all Pro Bono Services provided under this Contract and accompanying No-Cost WO and/or SOS are for the sole benefit and use of County.

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from

discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors who are assigned to work with County acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1)

the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3)

coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

8.60 Limitation of Liability

8.60.1 Contractor's maximum, aggregate liability to County in connection with each WO and/or SOS issued under this Contract for direct damages, regardless of the theory of liability, shall not exceed five (5) times the total amount of the applicable WO and/or SOS giving rise to the claims, or one million six hundred thousand dollars (\$1,600,000), whichever is greater. In addition, Contractor's maximum, aggregate liability under this Contract, including any and all SOSs, is limited to direct damages finally awarded or as agreed to by the parties, in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for the initial five (5) year term of the Contract, and will be adjusted in good faith as mutually agreed upon for each additional year the County exercises an additional option year based on the expected purchase commitments for Services for that year. In the event that

Contractor provides services under a Pro Bono WO and/or SOS, however, then its liability to the County under this Sub-paragraph 8.60 shall not exceed five thousand dollars (\$5,000) for each such SOS.

8.60.2 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, the Limitation of Liability set forth in Subparagraph 8.60.1 does not apply to the following, which are hereby expressly excluded from and not affected by such limitation: (a) Contractor's obligations under Sub-paragraphs 8.17 (Employment Eligibility Verification), 8.19 (Fair Labor Standards), 8.23 (Indemnification), 8.24 (General Provisions for All Insurance Coverage), 8.25 (Insurance Coverage), and 8.36 (Public Records Act); (b) Contractor's liability to County for damages caused by gross negligence or willful misconduct to the extent caused by Contractor and/or its agent(s), as determined by a court of competent jurisdiction or as mutually agreed to by the parties ; (c) Contractor's obligations under Sub-paragraph 7.8 (Confidentiality) except for all liability related to Professional Services Data, which will remain subject to the limitations above in Sub-paragraph 8.60.1 and exclusions below in Sub-paragraph 8.60.3; and (d) the parties' obligations to each other arising from a breach of the other party's intellectual property rights.

8.60.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CONTRACTOR NOR THE COUNTY SHALL BE LIABLE TO THE OTHER FOR ANY: (i) INDIRECT DAMAGES, (ii) CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION), (iii) SPECIAL, OR (iv) INCIDENTAL DAMAGES, OR (v) DAMAGES FOR LOSS OF PROFITS OR REVENUES ARISING IN CONNECTION WITH THIS CONTRACT, ANY SOS, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ANY CONFIDENTIALITY (EXCEPT AS NOTED IN SUB-PARAGRAPH 8.60.2 ABOVE) OR INTELLECTUAL PROPERTY OBLIGATIONS.

8.61 Effect of Termination

8.61.1 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:

1. Contractor shall continue the performance of this Contract to the extent not terminated.
2. 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 Services in progress, in a media reasonably requested by County, if applicable.
3. 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 (prorated as appropriate).
4. At County's option, Contractor shall provide a credit for, or 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 Statements of Services under this Contract and/or the Contract, whether such termination is for convenience or any default or breach hereunder.
5. 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.

8.62 Severability

If any provision of this Contract is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this Contract is found to be invalid, illegal or unenforceable in any respect, such provision shall be deemed deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.63 Third Party Beneficiary

Notwithstanding any other provision of this Contract, the 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 Contract, except that this provision shall not be construed to diminish the Contractor's indemnification obligations hereunder.

9 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of a breach by Contractor of any of its obligations set forth in this Paragraph 9.1 that results in the unauthorized disclosure of patient medical records/patient information, Contractor agrees to pay direct costs incurred by County as provided for in Paragraph 9.6 (Reimbursement for County's Mitigation Costs), to the extent such breach was caused by Contractor.

9.1.3 Contractor also agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Ownership of Materials, Software and Copyright

9.2.1 The following will apply:

- a. *Products and fixes.*** All products, related solutions and fixes provided under this Agreement will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. County is responsible for paying any licensing fees associated with products.
- b. *Pre-existing work.*** All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and their contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a WOs or SOSs, upon payment in full, Contractor grants County a non-exclusive, perpetual, 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 Service Deliverables only for County's internal business operations.

The perpetual license to Contractor's pre-existing work that Contractor leaves to County at the conclusion of Contractor's performance of the services is conditioned upon County's compliance with the terms of this Agreement and the applicable WOs or SOS.

- c. *Developments.*** Except as may be otherwise explicitly agreed to in a WO or SOS, upon payment in full Contractor grants County joint ownership in the developments of all non-preexisting work, and the Service Deliverables, under this Agreement and the associated WOs or SOS. County agrees to exercise its rights for its internal business operations only and County will not resell or distribute the developments to any third party. Each party shall be the sole owner of

any modifications that it makes based upon the developments.

d. *Affiliates rights and sublicensing to affiliates.*

Except as may be otherwise explicitly agreed to in a WO or SOS, County may sublicense the rights to the Service Deliverables granted hereunder to other governmental agencies that the County Board of Supervisors is the governing body for ("affiliates"), but County or its affiliates may not further sublicense these rights.

Any sublicensing of the Service Deliverables to County's affiliates, if permitted, must be consistent with the license terms in this Agreement or in any WOs or SOS.

e. *Open source license restrictions.* Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.

f. *Reservation of Rights.* All rights not expressly granted in this section are reserved.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be

specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

- 9.3.1 Contractor shall indemnify, defend, and hold harmless County against any and all liability its trade secret and will pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). County shall endeavor to notify Contractor promptly in writing of the claim and shall give Contractor sole control over its defense or settlement subject to County's approval of Contractor's counsel, which approval shall not be unreasonably withheld. County agrees to provide Contractor with reasonable assistance in defending the claim, and Contractor will reimburse County for expenses that County incurs in providing that assistance.
- 9.3.2 Contractor's obligations will not apply to the extent that liability is based on: (i) specifications, code, or materials County provides; (ii) County's running of the product, fix, or Service Deliverables after Contractor notifies County to discontinue running because of such a claim and after the

County has a reasonable period of time to decompile; (iii) County's combining or altering the product, fix or Service Deliverables with a non-Contractor product, data or business process unless Contractor required that County use that non-Contractor product, data or business process; (iv) damages attributable to the value of the use of a non-Contractor product, data or business process unless Contractor required that County use that product, data or business process; (v) County's altering the product, fix or Service Deliverables other than at the direction of Contractor; (vi) use of, or access to, products, fixes or Service Deliverables by any person or entity other than County or County's affiliates as permitted by Contractor; (vii) County's use of Contractor's trademark(s) without express written consent to do so; or (viii) for any trade secret claim, County's acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than Contractor or Contractor's affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret.

- 9.3.3. If Contractor receives information concerning an infringement claim related to a product, fix, or Service Deliverable, Contractor may, at its expense and without obligation to do so, either (i) procure for County the right to continue to run the allegedly infringing Service Deliverable, or (ii) modify the Service Deliverable or replace it with a functional equivalent to make it non-infringing, in which case County will stop running the allegedly infringing product, fix, or Service Deliverable immediately thereafter. If, as a result of an infringement claim, County's use of a product, fix, or Service Deliverable is enjoined by a court of competent jurisdiction, Contractor will, at Contractor's option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for and, as applicable to certain Service Deliverables, County's ownership rights in, the infringing Service Deliverable. The foregoing is not intended to be the County's sole and exclusive remedy.

- a. To the extent permitted by applicable law, Customer will be responsible for any third-party claim to the extent it alleges that Customer's use of any Fix or Services

Deliverable alone or in combination with anything else, violates the law or damages a third party.

9.4 Data Destruction

As provided for in the Microsoft Products and Services Data Protection Addendum (the “DPA”), Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles’ (“County”) data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

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

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

As provided for in the DPA, 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*. As provided for in the DPA, Vendor 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.

9.5 Products and Services Data Protection Addendum

Microsoft Products and Services Data Protection Addendum terms apply to Services as of the Effective Date of this Contract, and are incorporated into the Work Order or Statement of Services by this reference, as attached in Exhibit K.

9.6 Reimbursement for County's Mitigation Costs

In addition to the contractual obligations set forth in this Contract, to the extent that a Security Incident (as defined in the Microsoft Products and Services Data Protection Addendum) results from Contractor's failure to comply with its obligations under an applicable Statement of Work for Unified Support Services or Microsoft Consulting Services, and subject to the limitations of liability applicable to the applicable Unified Support Services or Microsoft Consulting Services in this Contract, Contractor will reimburse County for reasonable out-of-pocket remediation costs incurred by County in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" are costs that (a) are customary, reasonable and expected to be paid by similar entities like County, based on the nature and scope of the Security Incident (e.g., costs arising from required notification of individuals whose information was the subject of a breach, and costs associated with procuring credit monitoring protection for individuals who are put at risk of identity theft as a result of a breach), and (b) do not arise from or relate to County's violation of (i) laws applicable to County or (ii) County's obligations to third parties, and (c) in no event include costs arising related to compliance with laws applicable to County that are not generally applicable to information technology services providers. County must document all such expenditures and, upon Contractor's request, those expenditures must be validated by an independent third party industry expert chosen by both parties, with Contractor reimbursing County for County's share of use of such expert. For avoidance of doubt, the costs reimbursed by Contractor under this paragraph will be characterized as direct damages subject to the limitation on liability in this Contract, and not as special damages excluded under the Limitation on Liability [Paragraph 8.60] in this Contract.

10 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.8 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Waiver)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

IN WITNESS WHEREOF, Contractor has executed this Contract, and the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Director of the Internal Services Department, or designee, and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20____.

IN WITNESS WHEREOF,

COUNTY OF LOS ANGELES

By _____
Director

_____ Department

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Deputy County Counsel

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EXHIBIT A-1

Statement of Work

Microsoft Unified Products Support Description

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1 About this document

The Microsoft Unified Enterprise Support and Consulting Services Description provides you with information on the support services that are available to purchase from Microsoft.

Please familiarize yourself with the descriptions of the services that you purchase, including any prerequisites, disclaimers, limitations and your responsibilities. The services that you purchase will be listed in your Work Order (Work Order) or another applicable Statement of Services that references and incorporates this document.

Not all services listed in this document are available globally. For details on which services are available for purchase in your location, contact your Microsoft Services representative. Available services are subject to change.

2 Support services

Microsoft Unified Support Services (support services) is a comprehensive enterprise support set of services that helps accelerate your journey to the cloud, optimize your IT solutions, and use technology to realize new business opportunities for any stage of the IT lifecycle. Support services include:

- Proactive services help improve health of your IT infrastructure and operations
- Service Delivery Management to facilitate planning and implementation
- Prioritized 24x7 problem resolution services to provide rapid response to minimize downtime

2.1 How to purchase

Support services are available as a Base Package, with additional services, and enhanced services and solutions available to purchase under an existing Base Package agreement listed in the Enterprise Services Work Order, as described below.

Item	Description
Base Package	A combination of proactive, reactive and delivery management services that support Microsoft products and/or Online Services in use within your organization. Part of your Base Package includes a Flex Allowance* to use to add proactive services (marked with "+"), enhanced services and solutions services and/or Custom Proactive services to your Base Package. Base Package included services are represented with a "✓" throughout this section.
Additional services	Additional support services, including Proactive services are available to add to your Base Package during the term of your Work Order and are represented with a "+" throughout this section.
Enhanced services and solutions	Support services, which cover a specific Microsoft product or customer IT system, are available to add to your support Base Package during the term of your Work Order and are also represented with a "+" throughout this section.
Multi-country support	Multi-country Support provides support to you in multiple Support Locations, as described in your Work Order (or Work Orders).

*Flex Allowance is a flexible portion of your base package list price that may be applied towards the purchase of Proactive services, enhanced services and solutions, Proactive credits or Custom Proactive Services at the time of the services purchase. Your Microsoft representative will provide the portion of your Base Package list price available for use as Flex Allowance. The following conditions for allocation of your Flex Allowance apply:

- Up to 20% or \$50,000, whichever is higher, of your allotted Flex Allowance may be applied to the purchase of Proactive Credits or Custom Proactive services.
- Flex Allowance is allocated on an annual basis and any services to which Flex Allowance has been applied must be utilized during the applicable annual term.
- Flex Allowance may not be used for Service Delivery Management services, as defined herein.
- All available Flex Allowance must be allocated by time of contract execution or it will be forfeited.

2.2 Description of services

The items which are combined to form your support services package are described in this section. Also, listed are services that may be added to your Base Package or added during the Term of the agreement.

Proactive services

Proactive services help prevent issues in your Microsoft environment and will be scheduled to help ensure resource availability and delivery during the term of the applicable Work Order. The Proactive services that follow are available as identified below or detailed on your Work Order.

Planning services

Planning services provide assessments and reviews of your current infrastructure, data, application and security environment to help plan your remediation, upgrade, migration, deployment or solution implementation based on your desired outcomes.

Planning service types	Plan
Proof of Concept	+

+ - Additional service that may be purchased

Proof of Concept: An engagement to provide evidence that enables the customer to evaluate the feasibility of a proposed technical solution. The evidence can be in the form of working prototypes, documents, and designs, but are not usually production-ready deliverables.

Implementation services

Implementation services provide technical and project management expertise to accelerate design, deployment, migration, upgrade, and implementation of Microsoft technology solutions.

Implementation service types	Plan
Onboarding Services	+

+ - Additional service that may be purchased.

Onboarding Services: A direct engagement with a Microsoft resource to provide deployment, migration, upgrade or feature development assistance. This can include assistance with planning and validation of a proof-of-concept or production workload using Microsoft products.

Maintenance services

Maintenance services help prevent issues in your Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

Maintenance service types	Plan
On-demand Assessment	✓
Assessment Program	+
Offline Assessment	+
Proactive Monitoring	+
Proactive Operations Programs (POP)	+
Risk and Health Assessment Program as a Service (RAP as a Service)	+

✓ - Included as part of your Base Package.

⊕ - Additional service that may be purchased.

On-demand Assessment: Access to a self-service, online automated assessment platform that uses log analyses to analyze and assess your Microsoft technology implementation. On-demand Assessments cover limited technologies. Use of this assessment service requires an active Azure service with adequate data limits to enable use of the on-demand assessment service. Microsoft may provide assistance to enable initial setup of the service. In conjunction with the On-demand Assessment, and for an additional fee, an onsite Microsoft resource (for up to two days) or remote Microsoft resource (for up to one day) are available to assist with analyzing the data and prioritizing remediation recommendations per your services agreement. Onsite assessments may not be available in all geographies.

Assessment Program: An assessment on the design, technical implementation, operations or change management of your Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource will work directly with you to remediate possible issues and provide a report containing the technical assessment of your environment, which may include a remediation plan.

Offline Assessment: An automated assessment of your Microsoft technology implementation with data collected remotely, or by a Microsoft resource at your location. The data gathered is analyzed by Microsoft using on-premises tools, and we provide you with a report of our findings and remediation recommendations.

Proactive Monitoring: Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps you create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.

Proactive Operations Programs (POP): A review with your staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft resource.

Risk and Health Assessment Program as a Service (RAP as a Service): An automated assessment of your Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a findings report containing remediation recommendations. This service is available for on-site or remote delivery.

Optimization services

Optimization services focus on the goals of optimal utilization of the customer's technology investment. These services may include remote administration of cloud services, optimizing the adoption of Microsoft product capabilities by end users and ensuring a robust security and identity posture.

Optimization service types	Plan
Adoption Services	+
Development Focused Services	+
IT Services Management	+
Security Services	+

+ - Additional service that may be purchased.

Adoption Services: Adoption support services provide a suite of services that help you assess your organization's ability to modify, monitor and optimize changes linked to your Microsoft technology purchase. This includes support in the development and execution of your adoption strategy around the people side of change. Customers have access to resources with the expertise, knowledge and associated Microsoft recommended practices in support of their adoption program.

Development Focused Services: Services available to assist your staff build, deploy, and support applications built with Microsoft technologies.

- **Services Insights for Developers:** An annual assessment of your application development practices to help customers with recommended practice guidance for developing applications and solutions on Microsoft platforms.
- **Development Support Assistance:** Provides help in creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies, and is sold as a quantity of hours listed on your Work Order.

IT Services Management: A suite of services designed to help you evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the dynamics of cloud-based services when moving an application or service to the cloud. IT Services Management services may be an element of a customized program of support services, available for an additional fee and may be defined in an exhibit and referenced in your Work Order.

Security Services: The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure.

Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats. Security services may be an element of a customized program of support services, available for an additional fee and may be defined in an exhibit and referenced in your Work Order.

Education services

Education services provide training that help to enhance your support staff's technical and operational skills through either onsite, online or on-demand instruction.

Education service types	Plan
On-demand Education	✓
Webcasts	✓
Chalk Talks	+
Workshops	+

✓ - Included as part of your Base Package.

⊕ - Additional service that may be purchased.

On-demand Education: Access to a collection of online training materials and online labs from a workshop library digital platform developed by Microsoft.

Webcasts: Access to live Microsoft-hosted educational sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online.

Chalk Talks: Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft resource either in person or online.

Workshops: Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft resource in person or online.

Workshops are purchased on a per-attendee basis or as a dedicated delivery to your organization, as specified on your Work Order. Workshops cannot be recorded without express written permission from Microsoft.

Additional Proactive services

Additional Proactive service types	Plan
Custom Proactive Services (Maintenance, Optimization and Education services)	⊕
Support Technology Advisor	⊕
Proactive Accelerator	⊕

+ - Additional service that may be purchased.

Custom Proactive services: A scoped engagement with Microsoft resources to deliver services at the customer's direction, in person or online, which are not otherwise described in this document. These engagements include Maintenance, Optimization and Education service types.

Support Technology Advisor (STA): A customized service that provides a technology assessment supporting customer business goals including, but not limited to, workload optimization, adoption or supportability, delivered by a Microsoft resource. This service may include a plan and technical guidance tailored to customer environment and business goals.

Proactive Accelerator: A Microsoft resource-led service comprised of a scoped set of activities to help you accomplish a technical or business outcome based on goals to eliminate deployment risks, increase availability, or optimize solution performance. Using a programmatic approach, the Microsoft resource will determine the set of activities needed for engagement, which may include, but are not limited to, fit gap analysis, onboarding, optimization, knowledge transfer, design validation, and implementation plan.

Other Proactive	Plan
Proactive Credits	+

Proactive Credits: The value of exchangeable services represented in credits on your Work Order. Proactive Credits can then be exchanged for, or applied to, one or more defined additional services, as described within this document, and at current rates provided by your Microsoft Services representative. After selecting the available additional service, we will deduct the value of that service from your credit balance, rounded up to the nearest unit.

Reactive services

Reactive services help resolve issues in your Microsoft environment and are typically consumed on demand. The following reactive services are included as-needed for currently supported Microsoft products and online services, unless otherwise noted on your Work Order.

Reactive service types	
Advisory Support	✓
Problem Resolution Support	✓
Reactive Support Management	✓
Extended Hotfix Support	✓
Onsite support	+
Root Cause Analysis	+
Reactive Support Management Add-on	+

Reactive service types	
Cybersecurity Support Services	+

✓ - Included as part of the Base Package.

+ - Additional service that may be purchased.

Advisory Support: Phone-based support on short-term (limited to six hours or less) and unplanned issues for IT Professionals. Advisory Support may include advice, guidance, and knowledge transfer intended to help you deploy and implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages.

Architecture, solution development and customization scenarios are outside of the scope of these Advisory Services.

Problem Resolution Support: This assistance for problems with specific symptoms encountered while using Microsoft products includes troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products. Incidents may be initiated either by phone or submitted via the web. Support requests for services and products, not covered by the applicable online service support portal, are managed from within the Microsoft Services online portal.

Severity definitions and the Microsoft estimated initial response times are detailed in the incident response tables below.

Upon your request, we may collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however, it is the responsibility of the third party to support its product.

The incident severity determines the response levels within Microsoft, initial estimated response times and your responsibilities. You are responsible for outlining the business impact to your organization, in consultation with us, and Microsoft will assign the appropriate severity level. You can request a change in severity level during the term of an incident should the business impact require it.

Severity and situation	Our expected response	Your expected response
Severity 1 Critical business system down: Business at risk. Complete loss of a critical application or solution. Needs immediate attention	Azure components ¹ First call response in 15 minutes or less All other products and services - First call response in one hour or less Critical situation resource ² assigned Resources at your site, after 24 hours, with customer agreement Continuous effort on a 24/7 basis ³ Rapid escalation within Microsoft to product teams Notification of our senior executives, as required	- Notification of your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24/7 basis ³ Rapid access and response Submission via phone or web
Severity A Critical business system degraded: Significant loss or degradation of services Needs attention within one hour	First call response in one hour or less Critical situation resource ² assigned Continuous effort on a 24/7 basis ²	Allocation of appropriate resources to sustain continuous effort on a 24/7 basis ³ Rapid access and response Submission via phone or web
Severity B Moderate business impact: Moderate loss or degradation of services, but work can reasonably continue in an impaired manner Needs attention within two business hours ⁶	First call response in two hours or less Effort during business hours only ⁴	Allocation of appropriate resources to align to Microsoft effort Access and response from change control authority within four business hours Submission via phone or web
Severity C Minor business impact:	First call response in four hours or less Effort during business hours only ⁴	Accurate contact information on case owner Responsive within 24 hours Submission via phone or web

Severity and situation	Our expected response	Your expected response
Substantially functioning with minor or no impediments of services		
Needs attention within four business hours ⁶		

¹ The listed response time for your Azure components does not cover Azure China Cloud, Azure StorSimple, GitHub AE, Azure Communication Services or Billing & Subscription Management.

² Critical situation resources help drive for prompt issue resolution through case engagement, escalation, resourcing, and coordination.

³ We may need to downgrade the severity level if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

⁴ Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in your country.

Reactive Support Management: Reactive Support Management provides oversight of support incidents to drive timely resolution and a high quality of support delivery. Service Delivery Management will be utilized for the Reactive Support Management of all support requests.

Per the Incident Response tables above, for Severity B and C incidents, the service is available by customer request during business hours to the Microsoft resource who can also provide escalation updates when requested. For Severity 1 and A incidents, an enhanced escalation process is initiated and automatically executed. The assigned Microsoft resource is then responsible for ensuring continued technical progress by providing you with status updates and an action plan.

For non-business hours extended coverage, you may purchase Additional Reactive Support Management Hours.

Extended Hotfix Support: Extended Hotfix Support allows you to request non-security hotfixes for select Microsoft software that has entered the Extended Support Phase of the Fixed Lifecycle, as defined by the Policy at <http://support.microsoft.com/lifecycle>. Service-specific prerequisites and limitations:

- Extended Hotfix Support availability is limited to the following products/product families:
 - Applications: Office
 - Dynamics: AX, CRM
 - Server: Exchange Server, SQL Server, System Center (excluding Configuration Manager), Windows Server
 - Systems: Windows client, Windows Embedded operating systems
- For the most current information about non-security hotfix availability for specific product versions, check the product lifecycle notes here.
- Although we use commercially reasonable efforts to respond to your requests for non-security hotfixes, you acknowledge that there may be cases in which a hotfix cannot be created or provided.
- Hotfixes are designed to address your specific problem and are not regression tested.
- Hotfixes may not be distributed to unaffiliated third parties without our written consent.

- Hotfix delivery times for non-English versions may vary, and localization fees may apply.
- We will not provide added features, functionality, updates, or design changes. We will only address problems for a selected product which cause it to crash, lose data, or otherwise materially deviate from the product's documented functionality.

Onsite Support: Onsite reactive support provides assistance at your location. This service is subject to Microsoft resource availability and requires an additional charge per onsite visit.

Root Cause Analysis: When explicitly requested prior to incident close, we will perform a structured analysis of potential causes of a single incident, or a series of related problems. You will be responsible for working with the Microsoft team to provide materials such as log files, network traces, or other diagnostic output. Root Cause Analysis is only available for certain Microsoft technologies and may incur an additional charge.

Reactive Support Management Add-on: You may elect to purchase additional hours to provide Reactive Support Management. These resources will operate remotely and deliver the service during the business hours in the time zone that is agreed upon in writing. This service is delivered in English and, where available, may be provided in your spoken language. This service is subject to Microsoft resource availability.

Cybersecurity Support Services: Provides specialized cybersecurity-related assistance under both reactive and proactive scenarios ("Cybersecurity Services"). These services help to reduce the risk of targeted cyber attacks, better prepare for security crisis situations or investigate and contain an active security compromise. Cybersecurity Services provides a customized program of support services, and maybe available for an additional fee defined in an Exhibit referenced in your Work Order.

Service delivery management

Service Delivery Management (SDM) is included with your support services, unless otherwise noted herein or in your Work Order. Additional delivery management services may be added when purchasing additional services or enhanced services and solutions.

SDM services are provided digitally and by a designated customer success account manager. This named resource may operate either remotely or onsite at your location.

Service Delivery Management scope

The following SDM services are available:

Service delivery management service types	Plan
Customer Organization Enablement	✓
Microsoft Product, Service, and Security Updates Guidance	✓
Program Development & Management	✓
Unified Enterprise Support Onboarding	✓
Cloud Success Program	+

Service delivery management service types	Plan
Customer Success Account Manager Developer	✓ ¹
Executive Relationship Management	✓
Service Delivery Management Add-on	+
Onsite Service Delivery Management	+

✓ - Included as part of the Base Package.

+ - Additional service that may be purchased.

✓¹ - Additional services that may be provided by Microsoft.

Customer Organization Enablement: Guidance and information provided to your named Support Service Administrator about how to manage utilization of your Unified Support services, and prepare you to use Unified Support digital and reactive services.

Microsoft Product, Service and Security Updates Guidance: Information shared with you about important upcoming product and service features and changes, as well as security bulletins for Microsoft technologies.

Program Development & Management: Activities designed to plan, propose, and manage your support program's services, across your organization to help you realize greater value from your investments in Microsoft technology and services. Microsoft may recommend a variety of services intended to help you achieve key business and technology outcomes, making use of the capabilities included in your Base Package support, as well as additional services you may purchase.

Unified Support Onboarding: Activities to support your initiation into Unified Support, including the introduction and promotion of self-service capabilities in the online support portal, with a goal of ensuring timely utilization of your Unified Support services.

Cloud Success Program: Planning and delivery services are included to help you achieve specific cloud outcomes, empowering you to accelerate the implementation, adoption and realized value of Microsoft cloud technologies.

Customer Success Account Manager Developer: A development focused Microsoft support resource who will deliver strategic advice and guidance to accelerate innovation and drive efficiency throughout the software development lifecycle. These limited resources may be assigned by Microsoft as conditions allow.

Executive Relationship Management: A set of activities to ensure the Microsoft Support team is aligned to your organization's strategic priorities and engaged with key business and technology decision makers.

Service Delivery Management Add-on: You may elect to purchase additional custom SDM resources to provide service delivery management services as part of a pre-determined scope of work, which are not explicitly detailed in this document. These resources will operate either remotely or onsite at your location. This service is also subject to Microsoft resource availability.

Onsite Service Delivery Management: You may request onsite visits from your customer success account manager that may require an additional charge per visit. This service is subject to Microsoft resource availability.

2.3 Enhanced services and solutions

In addition to the services provided as part of the Base Package or as additional services, the following optional enhanced services and solutions may be purchased. Enhanced services and solutions are available for an additional fee and may be defined in an Exhibit referenced in your Work Order.

Service	Plan
Designated Support Engineering	+
Rapid Response	+
Azure Event Management	+
O365 Engineering Direct	+
Developer Support	+ ¹
Support for Mission Critical	+

+ - Additional service that may be purchased.

+¹ - Additional service that may be purchased up to a limited maximum quantity.

Designated Support Engineering

Designated Support Engineering (DSE): DSE services may be purchased as pre-defined offerings or as a block of custom hours that can be used to deliver scoped proactive services.

When purchased as hours, DSE service hours are then deducted from your total purchased hours as they are utilized and delivered.

Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings include required pre-defined proactive services built-in.

The focus areas for DSE services:

- Help maintain a deep knowledge of your current, and future business requirements and configuration of your information technology environment to optimize performance
- Document and share with you recommendations of the use of support services-related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)
- Help make your deployment and operation activities consistent with your planned and current implementations of Microsoft technologies

- Enhance your IT staff's technical and operational skills
- Develop and implement strategies to help prevent future incidents and increase system availability of your covered Microsoft technologies
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies

Regardless of how DSE is purchased, resources are allocated, prioritized and assigned based on the agreement of the parties during the initiation meeting and documented as part of your service delivery planning.

Service-specific prerequisites and limitations

- You must have a current Microsoft Unified Support services agreement to support your DSE services. If your Microsoft Unified Support services agreement expires or is terminated, your DSE service will be terminated on the same date.
- DSE services are available during normal business hours (09:00 to 17:30 Local Standard Time, excluding holidays and weekends).
- DSE services support the specific Microsoft products and technologies selected by you and listed in your Work Order.
- DSE services are delivered for a single support location in the designated support location identified in your Work Order.

Rapid Response

Rapid Response: Rapid Response provides accelerated reactive support for your cloud services by routing support incidents to technical experts and providing an escalation path to cloud service operations teams, as required.

To receive Rapid Response services for your Microsoft Azure components you must submit an incident through the applicable cloud service portal. Your Problem Resolution Support requests will be directly routed to a Rapid Response support queue which is staffed by a designated team of engineers with cloud service expertise. For this team to have basic knowledge of your deployment, you must provide documentation on basic Azure deployment and database topology, as well as scaling and load balancing plans where available. While incidents may require resources from standard product support professionals for resolution, the Rapid Response team retains primary responsibility for the incidents 24x7x365.

For your Azure components, the response times for problem resolution support are listed in the table below and supersede any expected Base Package support response times. Rapid Response does not cover Azure Media Services, Azure Stack, Azure StorSimple, GitHub AE, Azure Communication Services, Billing & Subscription Management, Universal Print, Test base for M365, or Microsoft Mesh.

Rapid Response purchase is subject to resource availability. Please consult your customer success account manager for availability details.

Rapid Response Severity and situation	Our expected response	Your expected response
Severity 1 Critical business system down: Business at risk. Complete loss of a critical application or solution Loss of a core business process and work cannot reasonably continue Needs attention within 15 minutes	First call response in 15 minutes or less Continuous effort on a 24x7 basis ¹ Access to Microsoft's experienced specialists ² Rapid escalation within Microsoft to cloud service operations teams	Notification of your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ¹ Rapid access and response
Severity A Critical business system degraded: Significant loss or degradation of services	Notification of our senior executives, as required	

¹ We may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts

² Rapid Response Problem Resolution Support services are only available in English and Japanese.

Azure Event Management

Microsoft Azure Event Management ("AEM"): provides enhanced support before, during, and after critical customer events ("Event"). A critical event is defined as a period of high business impact and/or peak demand for the customer, requiring the highest levels of service availability and performance. Events must be confirmed with your customer success account manager at least 8 weeks before the event.

AEM supports events that utilize core Microsoft Azure services. The details of the solution and what Azure services it leverages must be shared with the AEM team well in advance of the actual event, but no later than, as input to the assessment.

As part of the Pre-Event activities, the AEM team will:

- Assess and familiarize itself with your solution
- Identify possible issues and risks affecting uptime and stability
- Determine the desired outcomes from a resiliency perspective
- Develop and maintain the service delivery plan for the solution

The AEM support team will provide a list of recommended and required actions to remediate any problems which could affect the solution availability or performance the Day of Event.

During the Event, the AEM team will be aware of the Event details and be prepared to resolve issues affecting the solution.

You may request Problem Resolution Support for the solution two weeks before the Event, during the Event, and one week after the Event*.

Severity and situation	Our expected response	Your expected response
Severity 1 Critical business system down: Business at risk. Complete loss of a critical application or solution Loss of a core business process and work cannot reasonably continue Needs attention within 15 minutes	First call response in 15 minutes or less and rapid escalation within Microsoft to cloud operations teams for any Microsoft Azure services ² Critical situation manager assigned in 30 minutes or less. Continuous effort on a 24x7 basis ¹ Access to Microsoft experienced specialists and rapid escalation within Microsoft to product teams Engagement of support engineers who have knowledge of your Solution configuration. Where applicable, those engineers may assist and streamline the incident management process Notification of our senior executives, as required	For the Azure Services, incident service requests should be raised online through the Microsoft Azure portal, using a predefined template specified by your customer success account manager Notification of your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ¹ Rapid access and response
Severity A Critical business system degraded: Significant loss or degradation of services		

¹ We may need to downgrade from 24 x 7 if you are not able to provide adequate resources or responses to help us to continue with problem resolution effort.

² AEM Problem Resolution Support services are only available in English

*Problem Resolution Support submitted prior to and after the Event will be addressed as Severity B.

Post-Event, you may request root cause analysis on all Severity 1 and Severity A incidents for your solution. Where applicable, we will provide recommendations on how the issues may be prevented in the future.

Office 365 Engineering Direct

Office 365 Engineering Direct: Provides enhanced support for the core workloads of your Microsoft Office 365 production tenant or tenants that includes prioritized access to the Office 365 engineering team. This service will be available for the listed tenant or tenants, is available for an additional fee and is defined in an Exhibit referenced in your Work Order.

Developer Support

Developer Support: Provides deeper proactive support based on cloud and product knowledge across the application development lifecycle for Customer developers building, deploying and supporting applications on Microsoft's platform. Developer Support delivers comprehensive support providing

customers with cloud architecture, vulnerability assessments, ALM/DevOps solutions, security development lifecycle, code reviews, performance and monitoring, application modernization, internet of things (IoT) implementation and management, training, and testing. Developer Support is available for an additional fee.

Support for Mission Critical

Support for Mission Critical: Provides a higher level of support for a defined set of Microsoft products and Online Services that make up a part of your mission critical solution, as specified on your Work Order. Support for Mission Critical provides a customized program of support services, is available for an additional fee and is defined in an Exhibit referenced in your Work Order.

2.4 Multi-country Support

Multi-country Support Services Overview

In conjunction with Microsoft Unified Enterprise Support services, Multi-country Support provides support to you in multiple Support Locations, as described in your Work Order (or Work Orders). The description of the Multi-country Support structure follows:

- **Host:** This is the Support Location where you have contracted for Microsoft Unified Support in your Work Order. Unless otherwise noted, this will be the primary location of your designated customer success account manager.
- **Downstream:** This is a Support Location designated in your Work Order where you are to receive Microsoft Unified Enterprise Support services, other than the Host location, and are entitled to the services you purchase for that location.

How to Purchase

This USSD describes the Multi-country Support services available. The specific services and related quantity, if applicable, will be listed in the associated Work Order by Support Location.

The Services described herein may be delivered to your Support Location(s) designated in the Host Work Order and, as may be, allocated by the Host, as part of your Microsoft Unified Enterprise Support agreement with the following modifications:

- **Base Package Services:** Unless noted otherwise, Base Package Services (those denoted with a "✓") will be available to your designated Support Locations or as allocated to Support Location(s) by the Host on the Host Work Order.
- **Reactive Services:** Reactive Services may be provided remotely to locations other than and including the Host, except as follows:
 - **Onsite Support:** Pre-purchased reactive onsite support services will be available to Support Location(s) as designated in your Work Order, other than Exception Countries.
 - During a "Severity 1" Problem Resolution Support situation, pre-purchased Onsite Support resources may be dispatched to designated and non-designated Support Locations.
- **Service Delivery Management (SDM):** As designated in your Work Order, SDM may be delivered to designated Host and Downstream Support Location(s). The availability of SDM

services that are included in your Base Package will be allocated by the Host and managed by the Host customer success account manager. SDM delivery will be limited to the business hours of the Host location. Additional SDM services may be required when purchasing additional services or enhanced services and solutions.

- **Additional SDM:** Additional SDM resources may be purchased for the Host or Downstream Support Location(s), as indicated in a Work Order, and will be delivered to the designated Support Location. Subject to resource availability and the above.

Availability of optional services (those denoted with a "+" in the Support tables above) are as follows:

- **Proactive Services**
 - You may be eligible for Proactive Services, the quantity of which will be listed on your Work Order and available in the Support Location(s) designated in your Work Order, other than the Exception Countries.
- **Maintenance Services – Root Cause Analysis:** Services purchased will be available to staff in designated Support Location(s).
- **Support Technology Advisor (STA):** STA services will be available in the Support Location(s) designated in your Work Order, other than Exception Countries, and are subject to resource availability.
- **Enhanced services and solutions:** All enhanced services and solutions may be purchased for use in either Host or Downstream Support Locations. Subject to availability. Other restrictions may apply.
- Other purchased support services will be available in the Support Location(s) designated in your Work Order.

Multi-Country Support Additional Terms and Conditions

In addition to those terms and conditions outlined herein and your Work Order, our delivery of services, as outlined herein, is based upon the following prerequisites and assumptions:

- We may allow staff in non-designated support location(s) to participate in remote Proactive Services that have been purchased for the Host or a Downstream Support Location and designated in the Work Order. Such participation will be allowed at the discretion of Microsoft.
- Proactive Credits can only be exchanged between Host and Downstream Support Locations listed on your Work Order, except as noted. All exchanges will be completed based on current currencies and rates for Proactive Credits in the respective Support Locations. Current rates can be provided by your Microsoft Services representative. Any exchanges resulting in fractional Proactive Credits will be rounded up to the nearest unit. Proactive Credits may not be exchanged to or from Exception Countries.
- The Customer shall be solely responsible for any tax obligations that arise because of the distribution or exchange of purchased support services between Host and Downstream Support Location(s).
- Services changes or exchanges made during the Term of Work Order may require agreement in writing.

- **Billing Consolidation:** Unless otherwise noted, a single invoice will be issued for the amount due, inclusive of all Services for all Support Locations indicated on your Work Order. Taxes will be based on an assessment of the Microsoft Signatory and your Host Location. The Customer shall be solely responsible for any additional taxes due.
- **Exceptions to Billing Consolidation:** Services purchased for delivery in the Republic of India, the People's Republic of China, the Republic of China (Taiwan), the Republic of China (Hong Kong), the Republic of Korea, Japan, New Zealand, Macau and Australia (**all Exception Countries**) must each have a separate Work Order listing the Services to be delivered in that Support Location. Services will be invoiced to the respective Support Location and will include any applicable local tax.

2.5 Additional terms and conditions

Microsoft Unified Support services are delivered based on the following prerequisites and assumptions.

- Base Package reactive services are provided remotely to the location(s) of your designated support contacts. All other services are provided remotely to your location(s) designated or listed on your Work Order, unless otherwise set forth in writing.
- Base Package reactive services are provided in English and, where available, may be provided in your spoken language. All other services are provided in the spoken language of the Microsoft services location providing services, or in English, unless otherwise agreed to in writing.
- We provide support for all versions of commercially released, generally available Microsoft software and Online Services products that you have purchased based on the declared licensing enrollments and agreements and/or billing account ID in Appendix A of your Work Order and are identified on the Product Terms, published by Microsoft from time to time at <http://microsoft.com/licensing/contracts> (or at a successor site that Microsoft identifies), unless otherwise set forth in a Work Order, an Exhibit to this Unified Support Services Description, or specifically excluded on your online support portal at <http://serviceshub.microsoft.com>.
- Support for pre-release and beta products is not provided, except as otherwise noted in an attached exhibit.
- All services, including any additional services purchased as part of and during the Term of a Support Work Order, are forfeited if not utilized during the Term of the applicable Work Order.
- We can access your system via remote connection to analyze problems at your request. Our personnel will access only those systems authorized by you. To utilize remote connection assistance, you must provide us with the appropriate access and necessary equipment.
- Some services may require us to store, process, and access your customer data. When we do so, we use Microsoft-approved technologies which comply with our data protection policies and processes.

- When purchasing additional services, we may require the inclusion of service delivery management to facilitate delivery.
- If you ordered one type of service and wish to exchange it for another type of service, you may apply equivalent value to an alternative service where available, and agreed with your service delivery resource.
- Software Assurance Benefits 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or "SAB"), may be converted to an equivalent value (as determined by Microsoft) and used towards the fees for Base Package support, eligible components of Designated Support Engineering (DSE) and/or eligible components of Enhanced services and solutions. Your delivery management resource can confirm such value(s) and fee(s), if applicable. After 30 days of the Support Commencement Date and/or multi-year Support annual anniversary date, we may invoice you for the equivalent value of any deficit SAB you commit for any such conversion, as designated in your Work Order. Software Assurance Benefits are subject to the terms stated herein and the Product Terms, including, but not limited to, Appendix B of the Product Terms. Further details are also available at www.microsoft.com/licensing/licensing-programs/software-assurance-by-benefits, such as changes to the Problem Resolution Support benefit beginning in February 2023 that will affect eligibility of Base Package or eligible components of your support agreement and which may result in adjustments to equivalent incident value.
- Not all additional services may be available in your country. Please contact your service delivery resource for details.
- You agree that the only non-Microsoft code to which you provide us access to is code that you own.
- The services may include Services Deliverables, advice and guidance related to code owned by you or by Microsoft, or the direct provision of other support services.
- When providing Reactive services, Microsoft does not provide code of any kind, other than sample code.
- Customer will assume all responsibility for, and risks associated with, implementing and maintaining any code provided in the performance of support services.
- There may be minimum platform requirements for the services purchased.
- Services may not be delivered through to your customers.
- Where onsite visits are mutually agreed upon and not pre-paid, we will bill you for reasonable travel and living expenses.
- GitHub Support Services are provided by GitHub, Inc., a wholly owned subsidiary of Microsoft Corporation. Notwithstanding anything to the contrary in your Work Order, the GitHub Privacy Statement available at https://aka.ms/github_privacy and the GitHub Data Protection Addendum and Security Exhibit located at https://aka.ms/github_dpa will apply to your procurement of GitHub Support Services.

- **Acceptable Use Policy** - Customer must not (and is not licensed to) use the Services Deliverables:
 - in a way prohibited by law, regulation, governmental order or decree;
 - to violate the rights of others; or
 - in any application or situation where use of the Service Deliverables could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High Risk Use section below.

High Risk Use

WARNING: Modern technologies may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Services Deliverables are not designed or intended to support any use in which a service interruption, defect, error, or other failure of a Services Deliverable could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High Risk Use").

Accordingly, Customer must design and implement the Services Deliverables such that, in the event of any interruption, defect, error, or other failure of the Services Deliverables, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High Risk Use of the Services Deliverables is at its own risk. Customer agrees to defend, indemnify and hold Microsoft harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High Risk Use associated with the Services Deliverables, including any claims based in strict liability or that Microsoft was negligent in designing or providing the Services Deliverables to Customer in accordance with Customer's specifications. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer's Agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

- Additional prerequisites and assumption may be set forth in relevant Exhibits.

2.6 Your responsibilities

Optimizing the benefits of your Microsoft Unified Support services is contingent upon you fulfilling the following responsibilities, in addition to those set forth in any applicable exhibits. Failure to comply with the following responsibilities may result in delays of service:

- You will designate a named support services administrator who is responsible for leading your team and managing all of your support activities and internal processes for submitting support incidents requests to us.
- If you purchase Multi-country Support Services, you will be required to designate a named support services administrator for your Host Support Location who is responsible for leading your local team and managing all your local support activities and internal processes for submitting support incident requests to us. And you may be required to designate a named support services administrator in other Support Locations.
- You can designate named reactive support contacts, as needed, who are responsible for creating support requests through the Microsoft support website or by phone. Cloud administrators for your cloud-based services may also submit cloud support requests through the applicable support portals.

- For online services support requests, Cloud administrators, for your cloud-based services, must submit support requests through the applicable online service support portal.
- When submitting a service request, your reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These contacts should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.
- When submitting a service request, your reactive support contacts may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
- You agree to work with us to plan for the utilization of services, based upon the services you purchased.
- You agree to notify us of any changes to the named contacts designated in your Work Order.
- You are responsible for backing up your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.
- You agree, where possible, to respond to customer satisfaction surveys that we may provide from time to time regarding the services.
- You are responsible for any travel and expenses incurred by your employees or contractors.
- You may be asked by your service delivery resource to fulfill other responsibilities specific to the service you purchased.
- When using cloud services as part of this support, you must either purchase or have an existing subscription or data plan for the applicable online service.
- You agree to submit requests for Proactive services and enhanced services and solutions, along with any necessary or applicable data, no later than 60 days prior to the expiration date of the applicable Work Order.
- You agree to provide our service delivery team required to be onsite with reasonable telephone and high-speed Internet access and access to your internal systems and diagnostic tools, as applicable.

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EXHIBIT A-2

Statement of Work

Microsoft Consulting Support Description

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1 About this document

The Microsoft Consulting Services Description provides you with information on the support services that are available to purchase from Microsoft.

Please familiarize yourself with the descriptions of the services that you purchase, including any prerequisites, disclaimers, limitations and your responsibilities. The services that you purchase will be listed in your Statement of Services (SOS) or another applicable Statements of Work that reference and incorporates this document.

Not all services listed in this document are available globally. For details on which services are available for purchase in your location, contact your Microsoft Services representative. Available services are subject to change.

2 Consulting Services

2.1 How to Purchase

Consulting services are available as technical professional services for resources at labor hourly rates set forth in Exhibit B-2, Microsoft Consulting Services Published Price List. Customer will pay for fully burdened hourly rates in Exhibit B-2.

2.2 Description of Services

The County requires Microsoft Consulting Services (MCS) for a full range of project-based technical consulting needs, many involving, but not necessarily limited to, the provision of customized software and performance management solutions. MCS are the customer-facing onsite technical consulting services that specialize in the front-life-cycle stages (plan, design, architect, develop/code and deploy).

The County requires MCS to provide knowledge transfer, guidance, and assistance to the County in developing intranet/internet strategies, prototyping, implementation, and deployment of solutions spanning across infrastructure and application areas.

MCS support areas include, but are not limited to, the following types of work: Digital Advisory Services, Information Technology Strategic Architecture and Planning, Architecting and Deploying Core Infrastructure Technologies, Application Development Project Services, Collaboration Design and Deployment Services, Dynamics Suite Design and Deployment Services, Cyber Security Services from Microsoft Corporation, Cyber Security Incident Response Services from Microsoft Corporation, Industry Specific Services, Other Specialized Custom Projects.

a. Digital Advisory Services (DAS)

The contractor must provide Digital Advisors to provide, at a minimum, knowledge, experience, and innovation while partnering with the County. Digital Advisors must drive a program of change to build the digital business. DAS must include, at a minimum, documentation and alignment of Microsoft technologies to key County business objectives; development of a business case for identifying the potential costs and benefits for each business or functional unit that would be affected by the project; creation of an Architecture Definition Document describing application and technology functional architecture and specification requirements to support recommendations; creation of a Measurement Plan that describes metrics to measure progress against desired business objectives, accountability and timing; tailoring Microsoft Recommended Practices in oversight/governance, adoption, and measurement to the County's environment; working with the County's management team to establish program governance; and regular review of County's progress against a business objectives scorecard.

b. Information Technology Strategic Architecture and Planning

The contractor must provide Information Technology ("IT") Strategic Architecture and Planning support that addresses areas required by the County. This support must include, at a minimum, Architecture, Digital Advisory and Planning Services – including Ongoing Advisory services for the County to facilitate a strategic relationship with Microsoft. The Advisors must combine broad IT experience with strong business knowledge and provide programmatic access to high-value Microsoft resources and know-how available through any other Microsoft channel. These services must equip senior IT executives at the County with the ability to realize and demonstrate the business value of their investment in Microsoft technologies.

c. Architecture Transformation

The contractor must provide project-based consulting with a focus on business architecture and/or enterprise architecture. This support must help the County reduce architectural risk, provide structure and focus for Architectural standards and decisions, and facilitate effective interoperability between the Microsoft platform and other platforms the County may have invested in.

d. Platform Rationalization

The contractor must provide project-based consulting with a focus on infrastructure and application rationalization and consolidation. This offering is targeted towards enabling customers to optimize operating/capital expenditures in IT and improve IT efficiency and effectiveness.

e. Microsoft IT Strategy Roadmap and Enterprise Architecture

The contractor must work with the County's key stakeholders to produce or update a Microsoft IT Strategy Roadmap and Enterprise Architecture.

f. IT and Capabilities Map

The contractor must provide a detailed approach to establishing a capabilities map of both business and IT capabilities based on the Microsoft approach to capturing Business Architecture.

g. Enterprise Architecture Plan

The contractor must provide high-level architectural design and guidance for Microsoft products and technologies by leveraging the Windows Server System Reference Architecture (WSSRA) in support of the Microsoft IT Strategy Roadmap. The contractor must develop appropriate technical standards and processes, in conjunction with County architects that will enable greater consistency, ease of integration, simpler maintenance and management. Examples of standards and processes that may be required include, at a minimum: architectural standards, security standards and processes, coding standards, performance testing standards and processes, configuration/release management processes, and quality review standards and processes.

h. Architecting and Deploying Core Infrastructure and Cloud Technologies

The contractor must provide Architecting and Deploying Core Infrastructure, which has long been a staple of the Systems Integrator community but Cloud technologies have created a need for

both customers and Systems Integrators to work directly with MCS for the best resources. MCS is ideally suited to provide an infusion of knowledge, design and preferred practices with the latest version of Microsoft's portfolio of core technologies and platforms: Azure, O365, Dynamic 365, Active Directory, Windows Server, etc. This offering is based on cloud and server architecture, planning, imaging, and deployment. This offering provides a framework for the end-to-end needs of a customer for solution that are cloud based or on premise. Components of this offering must include, but not limited to, digital transformations, Cloud and hybrid needs definition, assessing the infrastructure, planning the deployment, addressing application compatibility issues, creating standard deployment images, and operational guidance post deployment.

i. Application Development Project Services

The contractor must provide Microsoft Consulting Services providing application lifecycle management offerings that will help organizations identify opportunities to become more predictable and efficient throughout their application lifecycle. This support must provide a framework and preferred practices that will improve developer agility, productivity and time to value for business solutions utilizing Microsoft technologies. The range of application engagements under this required support is wide and varied to include Mission Critical applications as well as administrative functions. The contractor must support, at a minimum, requirement gathering, business process identification, business rule definition, prototyping a solution, piloting a solution through testing cycles, and, of course, application deployment using preferred practices of rapid, iterative processes based on Microsoft's own, Microsoft Solutions Framework.

j. Collaboration Design and Deployment Services

The contractor must provide Microsoft Consulting Services, providing collaboration services for customers who are attempting to use Microsoft collaboration technologies in their enterprise. This support may include, but is not limited to, Microsoft Enterprise Search engagement that is designed to assist with giving a customer the confidence needed to successfully plan their implementation of Enterprise Search in the enterprise with O365, Azure, Dynamics 365 and more. In addition, the requirement gathering, design and deployment of these solutions both technically and process and policy-wise must be provided by the contractor as part of MCS.

k. Cyber Security Services from Microsoft Corporation

The contractor must provide Cyber Security Service from Microsoft Corporation, providing customers innovative solutions to their most troublesome cybersecurity challenges. The contractor must leverage its deep relationships across the Microsoft security ecosystem, the Cybersecurity team to bring the power and knowledge of the "factory team" to the County. The contractor's Cybersecurity teams of specialists must help the County assess their greatest risks and build the strategic and tactical plans that will help manage those risks.

I. Dynamics 365 Suite Design and Deployment Services

The County requires access to Microsoft's suite of CRM and ERP products. The contractor must provide Microsoft Consulting Services to work with a customer in order to do the requirement gathering, design, prototyping, testing, piloting, integration and deployment of these technologies. MCS must provide, at a minimum, architectural support, project leadership, integration of the Dynamics 365 products with Microsoft Exchange Server, Microsoft Office SharePoint Server, Skype, Microsoft Office Outlook and many more options.

m. Industry Specific and Custom Services

MCS offers industry specific and custom services that are highly customized. The contractor must provide custom services that include, at a minimum, the design and deployment of Interactive Media Manager solutions, to imagery visualization technologies implementation, to mobile device deployments, to testing services providing by MCS Global Delivery focused on the work done by Customer IT for meet the standards of performance and scalability. Custom services are case-by-case defined, scoped and engaged with the customer for maximum impact in leveraging Microsoft assets through MCS. Industry specific and custom services typically use, require and take-advantage of Microsoft specific and proprietary resources that exist only within Microsoft Corporation as the intellectual property owner of Microsoft technologies. The overall goal of these services is to improve, advance and accelerate the use of your licensed Microsoft technologies licensed.

2.3 Your Responsibilities

Optimizing the benefits of your Microsoft Consulting services is contingent upon you fulfilling the following responsibilities, in addition to those set forth in any applicable exhibits. Failure to comply with the following responsibilities may result in delays of service:

- You will designate a named support services administrator who is responsible for leading your team and managing all of your support activities and internal processes for submitting support incidents requests to us.
- If you purchase Multi-country Support Services, you will be required to designate a named support services administrator for your Host Support Location who is responsible for leading your local team and managing all your local support activities and internal processes for submitting support incident requests to us. And you may be required to designate a named support services administrator in other Support Locations.
- You can designate named reactive support contacts, as needed, who are responsible for creating support requests through the Microsoft support website or by phone. Cloud administrators for your cloud-based services may also submit cloud support requests through the applicable support portals.
- For online services support requests, Cloud administrators, for your cloud-based services, must submit support requests through the applicable online service support portal.
- When submitting a service request, your reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These contacts should also be

knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.

- When submitting a service request, your reactive support contacts may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
- You agree to work with us to plan for the utilization of services, based upon the services you purchased.
- You agree to notify us of any changes to the named contacts designated in your Statement of Service.
- You are responsible for backing up your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.
- You agree, where possible, to respond to customer satisfaction surveys that we may provide from time to time regarding the services.
- You may be asked by your service delivery resource to fulfill other responsibilities specific to the service you purchased.
- When using cloud services as part of this support, you must either purchase or have an existing subscription or data plan for the applicable online service.
- You agree to provide our service delivery team required to be onsite with reasonable telephone and high-speed Internet access and access to your internal systems and diagnostic tools, as applicable.

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Additional Definitions and Terms and Conditions

1. Definitions. Any capitalized term not otherwise defined herein will have the meaning given to it in the Contract. In addition to the definitions in the Contract, the following definitions apply:

“Developments” means any computer code or non-code based materials (other than Products or Pre-Existing Work) developed by Contractor in collaboration with County which is provided to County in the course of performance of a WO and/or SOS.

“Fixes” means Product fixes, modifications or enhancements or their derivatives that Contractor either releases generally, (such as commercial product service packs) or that Contractor provide to County when performing Services (such as workarounds, patches, bug fixes, beta fixes and beta builds).

“Joint Ownership” means each party has the right to independently exercise any and all rights of ownership now known or here after created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

“Open Source License Terms” means license terms that require computer code to be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge.

“Pre-Existing Work” means computer code or materials (other than Products and Fixes) developed or otherwise obtained independently of the efforts of a party under a WO and/or SOS.

“Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing Contractor makes available to County for license which is published by Contractor, its affiliates, or a third party.

“Service Deliverables” means (i) any computer code or materials, other than Products or Fixes, that Contractor leaves with County at the conclusion of its performance of Services; (ii) Contractor's Pre-existing Work licensed to County perpetually and the Developments.

2. Ownership and license of service deliverables.

- a. Products and Fixes.** All Products, related solutions and Fixes provided under a WO and/or SOS will be licensed according to the terms of the license agreement

packaged with or otherwise applicable to such product. County are responsible for paying any licensing fees associated with products.

- b. Pre-existing Work.** All Pre-existing Work will remain the sole property of the party providing the Pre-existing Work. During the performance of Services, each party grants to the other (and each party's contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other party solely for the performance of such Services.

Contractor grants County a non-exclusive, perpetual, 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 Service Deliverables and to distribute object code version of any of the foregoing and County's derivatives thereof, to end users as an integrated part of County's software, but not as a stand-alone product.

The perpetual license to Contractor's Pre-existing Work that Contractor leaves to County at the conclusion of its performance of the Services is conditioned upon County's compliance with the terms of the Contract and the applicable WO and/or SOS.

- c. Developments.** Except as may be otherwise explicitly agreed to in a WO and/or SOS, upon payment in full Contractor grants County joint ownership in the Developments. County agrees to exercise its rights for its business operations only and County will not resell or distribute the Developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the Developments.
- d. Sample Code.** Contractor grants County a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Contractor for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that County agree: (i) to not use Contractor's name, logo, or trademarks to market County's software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on County's software product in which the Sample Code is embedded; and (iii) Contractor shall not be liable for any damages or liability that arises or results from County's use or distribution of the Sample Code.
- e. Open source license restrictions.** Because certain third-party software is subject to Open Source License Terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to knowingly incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to Open Source License Terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.

- f. No Product Provided.** No Product will be provided through or licensed under the Contract.
- g. Reservation of Rights.** All rights not expressly granted in this section are reserved.

3. Restrictions on use. County may not:

- a) Rent, lease, lend, host or otherwise distribute Service Deliverables or Fixes, except as otherwise provided in a WO and/or SOS; or
- b) Reverse engineer, de-compile, or disassemble Fixes or Service Deliverables, except to the extent expressly permitted by applicable law despite this limitation; or
- c) Transfer licenses to, or sub-license Fixes or Service Deliverables to any government entity or quasi-governmental entity, except as otherwise authorized by the Contract or any WO and/or SOS.

4. Supportability of Products.

- a. Discontinuation of Support.** If Contractor determines to discontinue support for a Product being supported under a WO and/or SOS, Contractor shall provide written notice of its intent to County's Program Director. Notwithstanding its notice to County, Contractor shall still be obligated to support the Product for the duration of the WO and/or SOS or for six (6) months from the date of notice, whichever is longer.
- b. Disposition of Product.** If Contractor sells, transfers or otherwise disposes completely of the intellectual property rights of a Product being supported under a WO and/or SOS, Contractor shall give County prior written notice of such action to County's Program Manager and appropriate County Project Managers at the earliest time possible and, after good faith consultation with County concerning County's best interest shall, at no additional cost to County, either (i) arrange for the transferee to continue the support under a subcontract in which event Contractor shall remain responsible for the Services of its subcontractor [and subject to any amendments to the Contract required to address the addition of a subcontractor]; or (ii) continue support for the Product for the duration of the WO and/or SOS or for six (6) months, whichever is longer.
- c. Notice to County Regarding County Environment.** If Contractor believes that a Product being supported under an existing WO and/or SOS cannot be effectively supported in County's environment, Contractor shall provide written notice to County's Project Manager of the WO and/or SOS with a copy to County's Program

Manager and shall work reasonably with personnel designated by County's Project Manager for a period not to exceed thirty (30) days to suggest workarounds or other remedial steps which will enable Contractor to support the Product in County's environment. If, at the conclusion of this process, Contractor reasonably determines that it cannot effectively support its Product in County's environment as it has been maintained and County declines to modify its environment, as recommended by Contractor, to permit effective support, Contractor shall give County written notice of that determination and the factual basis supporting its position. If County does not modify its environment to allow effective support for the Product within ten (10) working days after receipt of such notice, Contractor shall have no obligation to provide further support for that Product provided, however, that Contractor will continue to provide support for all County's other Products covered by the WO and/or SOS

c. Unsupportable Product.

Where a Product can no longer be supported, notwithstanding the steps taken above, then Contractor shall confer with County to make such adjustments in the prepaid Services as may be required or appropriate, which may include reallocation of service that County would have used for Products Contractor will no longer support.

1 CUSTOMER SERVICE REQUEST FOR SERVICES PROCESS

Customer Departments requiring Microsoft Unified Products Support or Consulting Support services falling under the purview of Microsoft Unified Support and Consulting Services Contract:

1.1 Submit a service request using the PCS Contracts SR Tool

1.1.1 SRs can be submitted by going to:

<https://lacounty.sharepoint.com/teams/GC>

6.1.2 This service request tool enables ISD customers to request services that include:


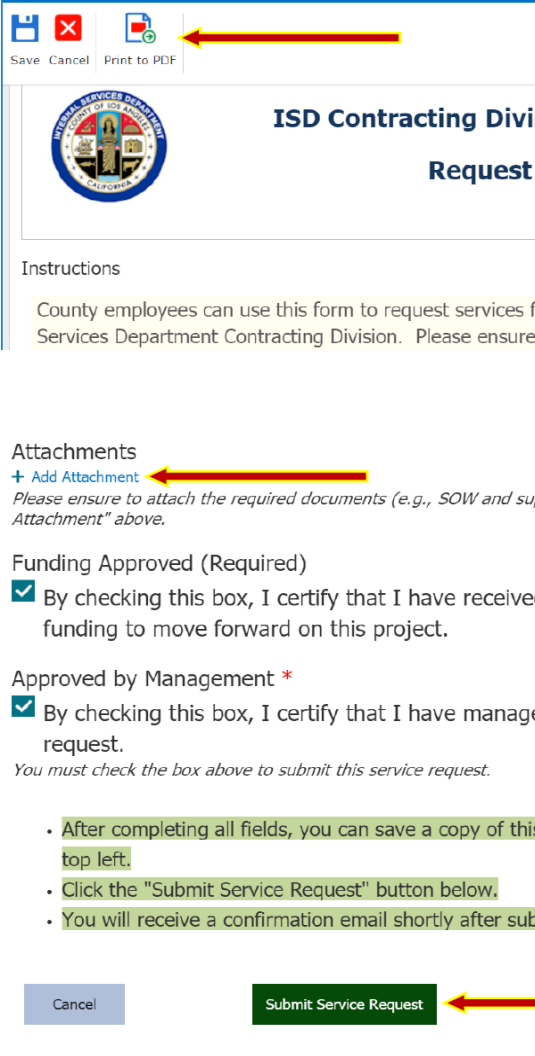
- Microsoft Unified Products Support

Item	Description
Base Package	A combination of proactive, reactive and delivery management services that support Microsoft products and/or Online Services in use within your organization. Part of your Base Package includes a Flex Allowance* to use to add proactive services (marked with "+"), enhanced services and solutions services and/or Custom Proactive services to your Base Package. Base Package included services are represented with a "□" throughout this section.
Additional services	Additional support services, including Proactive services are available to add to your Base Package during the term of your Work Order and are represented with a "+" throughout this section.
Enhanced services and solutions	Support services, which cover a specific Microsoft product or customer IT system, are available to add to your support Base Package during the term of your Work Order and are also represented with a "+" throughout this section.
Multi-country support	Multi-country Support provides support to you in multiple Support Locations, as described in your Work Order (or Work Orders).




- Microsoft Consulting Support
- Amendment Requests for existing Work Orders and/or Statement of Services
- Consulting Support Statements of Work Reviews
- Investigation and resolution of issues related to contract compliance

ISD CONTRACTING DIVISION SERVICE REQUEST USER GUIDE (FOR ISD CUSTOMERS)

Introduction: The ISD Contracting Division has created a convenient and easy method to request and track service requests. This guide helps you navigate the ISD Contracting Division Service Request Website to submit and track an online service request (SR) form.

1.		<p>Service Request Form & Website</p> <p>Using a browser (Chrome, Edge or IE), go to: https://lacounty.sharepoint.com/teams/GC</p> <p>Click the “Launch Service Request Form” button to open the service request form</p> <p>*If prompted, you may need to login with your employee # in the format e123456 as your User ID, and Timesheet Password.</p>
2.		<p>Service Request Form</p> <ol style="list-style-type: none"> 1. Fill out each required field 2. Attach all required documents by clicking on “+ Add Attachment” 3. Checkmark applicable checkboxes 4. Click on the green “Submit Service Request” button <p>Please note:</p> <ol style="list-style-type: none"> a. The submit button does not appear unless you click the management approval checkbox. b. You can save (and also print) a copy of the form prior to submitting it by clicking on “Print to PDF” at the top left. <p>Service Request Form Fields for Reference:</p> <ul style="list-style-type: none"> • Title of Your Request • Service Request Indicator • Requested Completion Date • Service Type • Request Type • Solicitation Type (if applicable) • Requestor Name (Customer) • Requestor Email (Customer) • Department <ul style="list-style-type: none"> ○ ISD Service (if applicable) ○ ISD Division (if applicable) • Description of Request and Comments • Attachments • Funding Approved • Approved by Management

ISD CONTRACTING DIVISION SERVICE REQUEST USER GUIDE (FOR ISD CUSTOMERS)

<p>3.  FW: Service Request ID# 14 for INTERNAL SERVICES DEPARTMENT Retention Policy LACOUNTY 3 Year Delete (3 years)</p> <p> Exhibit C.pdf 701 KB</p> <p>CAUTION: External Email. Proceed Responsibly.</p> <p>Thank you for submitting your service request to the ISD Contracting Division.</p> <p>Title of Request: Custodial Services - Amendment to Increase Services Service Request ID: 14 Service Request Indicator: New Contract # (if applicable): 79024 Requested Completion Date: 2/28/2020 12:00:00 AM Service Type: Custodial Services Request Type: Amendment Solicitation Type: Not Applicable Department: INTERNAL SERVICES DEPARTMENT Requestor (Customer): Diaz, Maribel Requestor Email: MDiaz@isd.lacounty.gov Request submitted by: Diaz, Maribel Description of Request and Comments:</p> <p>Amend Contract 79024 to increase services to facility 2.</p> <p>Click here to view the form you submitted. Click here to view the status of your request.</p> <p>Thank you, ISD Contracting Division contractservicerequests@isd.lacounty.gov</p>	<p>Confirmation and Status Update Emails</p> <ol style="list-style-type: none"> 1. Upon submission of the service request form, the person physically submitting the form and the Requestor (if different) will receive a confirmation email (including all completed form fields, attachments and a link to check the status of the request). 2. Although the person physically submitting the form receives subsequent status update emails after each completed stage of the service request, it is recommended that Requestor view the status of their SR using the link in step 4 below.
<p>4.  departments in proposals/bids, to the Board of Director compliance ment of contract</p> <p>ited to:</p> <p>Launch Service Request Form</p> <p>Service Request User Instructions Status of Open Service Requests Closed and Completed Service Requests contractservicerequests@isd.lacounty.gov</p>	<p>Checking Status of Service Request</p> <ol style="list-style-type: none"> 1. It is recommended to view the status of your Service Request on the Contracting Division website at: https://lacounty.sharepoint.com/teams/GC 2. At the top right part of the website, you will find links to checking the status of the service requests.

ACCEPTANCE CERTIFICATE FORM

Agreement #:

Department:	WO/SOS number:
WO/SOS Date From:	WO/SOS Date To:
Service Description:	
Service Description:	
Services Resource Name:	Date:
Service Status:	
Service Status:	
Services Resource Name:	Date:
Service Attestation of Completion:	
Service Attestation of Completion	Date:
Services Manager Name:	Services Manager Signature:
Email:	Phone #:
Services Manager Comments:	
Certificate of Acceptance of Work	
County Project Manager Certification:	Date:
Name:	Signature:
Email:	Phone #:
Project Manager Comments:	

Copy to County Program Manager, INTERNAL SERVICES DEPARTMENT



Microsoft Enterprise Services Work Order (UNIFIED SERVICES)

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the reference **insert reference**, effective as of **insert date** to **insert date** (the "Agreement") and shall expire (X months) following the Commencement Date (the Support Expiration Date). This Work Order may be amended and the Period of Performance extended prior to the Support Expiration Date. The provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

County Program Director	Microsoft Affiliate
Name of County Program Director (Customer) (please print)	Name
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Signature date	Signature date (effective date)
County Project Manager:	

Department Customer invoice information		
Name of Department		Contact name (Receives invoices under this Work Order)
Street address		Contact e-mail address
City	State/Province	Phone
Country	Postal code	Fax

1. Support Services and Fees

1.1. Term.

Microsoft Enterprise Support Services shall be effective and will commence on **insert date** or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire twelve (12) months following the Support Commencement Date (the "Support Expiration Date"). This Work Order may be amended and the Period of Performance extended prior to the Support Expiration Date. In order for Microsoft to continue performing Services after the Support Expiration Date of this Work Order, Customer and Microsoft shall agree in writing to a new Work Order identifying the new terms upon which Customer and Microsoft agree.

1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at <http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description>. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed. Services shall be as described in Exhibit A-1 to the Contract.

Services by Support Location

Microsoft Support Services for XXXXXX	Location/Dept.	DATES
Quantity	Service	Service Type and Description

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee
Support Location 1		
Total Fees (excluding taxes)		

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.4. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Manager (CSM)
--

Street Address		Contact e-mail address
City	State/Province	Phone
Country	Postal code	Fax

Attachments

The following documents are attached at the execution of this Work Order:

- ☐ Exhibit: reference exhibits
- ☐ Other: reference document

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft contact name	
Phone	Contact e-mail address

Appendix A

Below is a list of your declared licensed products and cloud services for which Microsoft will provide support services as defined within this document.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number	Product Family	Number of Licenses

FORM OF**Microsoft Consulting Services (MCS) Statement of Services (SOS)****for****[Insert Name of County Department]**

This Microsoft Consulting Services (MCS) Statement of Services (SOS) is made pursuant to the County of Los Angeles Contract for Microsoft Unified Support Services ("Contract"), number _____, effective on _____, by and between the County of Los Angeles ("County") and Microsoft Corporation ("Contractor") and is incorporated therein. Capitalized terms not otherwise defined have the meanings provided in the Contract.

1. Term. The term of this SOS will be (X) months, commencing on _____ and expiring on _____ ("Standard Period of Performance")
2. Services and Fees.
3. Services shall be as described in Exhibit A-2 to the Contract

OPTION SELECTED	QUANTITY
<u>Digital Advisory Services (DAS)</u>	
<u>Information Technology Strategic Architecture and Planning</u>	
<u>Architecture Transformation</u>	
<u>Platform Rationalization</u>	
<u>Microsoft IT Strategy Roadmap and Enterprise Architecture</u>	
<u>IT and Capabilities Map</u>	
<u>Enterprise Architecture Plan</u>	
<u>Architecting and Deploying Core Infrastructure and Cloud Technologies</u>	
<u>Application Development Project Services</u>	
<u>Collaboration Design and Deployment Services</u>	
<u>Cyber Security Services from Microsoft Corporation</u>	
<u>Dynamics 365 Suite Design and Deployment Services</u>	
<u>Industry Specific and Custom Services</u>	

Total Due From County Department (including cost breakdown):	\$

3. Provisions unchanged All provisions of the Contract shall remain unchanged and in full force and effect.

Services are deemed Accepted upon delivery.

SOS #.: _ _ _ - _ _ _

The signature below certifies that the County Project Manager has complied with the requirements of Exhibit C. The signature by the County Project Manager on this SOS shall not serve in any manner to obligate the County of Los Angeles to any expenditure of funds. Only the signature by the County Program Director on this SOS, in conjunction with the corresponding signature by Contractor, shall obligate the County of Los Angeles to the expenditure of funds.

LOS ANGELES COUNTY DEPARTMENT PROJECT MANAGER
By:
Signature
Name (Print)
Title
Date

MICROSOFT CORPORATION	LOS ANGELES COUNTY PROGRAM DIRECTOR
By:	By:
Signature	Signature
Name (Print) David Gallagher	Name (Print)
Title Public Sector Contracts Director	Title
Date Executed:	Date Executed:

The services listed in this SOS will be invoiced by Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, in accordance with the applicable payment terms of the Contract, including the County authorization and approval provisions, upon receipt of this fully executed SOS. All invoices must include the established SOS Number, "SOS #" reflected on this executed document and all other information required under the terms of the Contract.

LA County Agency Billing Contact

Billing Contact (if other than Project Director)
Name:
Address:
Phone: ()
Email:
Facsimile: ()

Unified Customer Named Contacts: Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

CSM Name:	Named Contact Name:
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

Named Contact Name:	Named Contact Name:
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

MICROSOFT PERSONNEL

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME: MICROSOFT CORPORATION Contract No. _____**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement for itself and on behalf and each of its agents and employees performing services under the contract.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

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

Contractor and Contractor's Staff agree to keep confidential all County Confidential Information (as defined in the Contract), health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County. 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 the performance of this contract, Contractor and Contractor's Staff shall keep such information confidential.

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



O365 Collaboration- Technical Assistance

Status Summary

1st Feb – 28th Feb 2022

EXHIBIT A-8

Overall Health of Execution					
Project Start	Targeted End	Schedule	Cost	Benefit	Overall
3/22/2021	6/30/2022	G	G	G	G

Workstream Lead(s): Radu Gavrila

Work Stream	Summary of Tasks Completed this Period	Summary of Upcoming Tasks and Key Dates	Key Risks, Issues, Decisions, Dependency
M365 Administration	<ul style="list-style-type: none">• M365 Usage Reporting<ul style="list-style-type: none">○ No significant work this period• Licensing Support<ul style="list-style-type: none">○ No significant work this period• Assistance with tenant level setting changes<ul style="list-style-type: none">○ Scripted removal of proxies from obsolete domains (Exchange OnPrem and EXO)	<ul style="list-style-type: none">• M365 Usage Reporting<ul style="list-style-type: none">○ Assistance as needed• Licensing Support<ul style="list-style-type: none">○ Assistance as needed• Assistance with tenant level setting changes<ul style="list-style-type: none">○ Assistance as needed	NA





O365 Collaboration- Technical Assistance

Status Summary

1st Feb – 28th Feb 2022

EXHIBIT A-8

Overall Health of Execution					
Project Start	Targeted End	Schedule	Cost	Benefit	Overall
3/22/2021	6/30/2022	G	G	G	G

Workstream Lead(s): Radu Gavrilă

Work Stream	Summary of Tasks Completed this Period	Summary of Upcoming Tasks and Key Dates	Key Risks, Issues, Decisions, Dependency
Mail Flow Optimization	<ul style="list-style-type: none">• Mail Flow Reporting<ul style="list-style-type: none">○ No significant work this period• Mail Flow Production Changes (Status- 98% Complete)<ul style="list-style-type: none">○ No significant work this period	<ul style="list-style-type: none">• Mail Flow Reporting<ul style="list-style-type: none">○ Assistance as needed• Mail Flow Production Changes<ul style="list-style-type: none">• I2.1 MITIGATION ACTION - Continue working with respective departments to remove additional dependencies	<ul style="list-style-type: none">• Mail Flow Production Changes<ul style="list-style-type: none">• ISSUE I2.1: Mail flow Prod Change 1 rolled back on on 3 domains• MITIGATION: Resolve additional dependencies and complete PROD CHG 2.1• STATUS: OPEN (carry-over)





O365 Collaboration- Technical Assistance

Status Summary

1st Feb – 28th Feb 2022

EXHIBIT A-8

Overall Health of Execution

Project Start	Targeted End	Schedule	Cost	Benefit	Overall
3/22/2021	6/30/2022	G	G	G	G

Workstream Lead(s): Radu Gavrilă

Work Stream	Summary of Tasks Completed this Period	Summary of Upcoming Tasks and Key Dates	Key Risks, Issues, Decisions, Dependency
Mail Flow Optimization	<ul style="list-style-type: none">• Mail Flow Security<ul style="list-style-type: none">○ No significant work this period• Mail Flow Configuration - FIRE Department<ul style="list-style-type: none">○ No significant work this period• Ad-Hoc Assistance with Mail Flow urgent issues, by request<ul style="list-style-type: none">○ No significant work this period	<ul style="list-style-type: none">• Mail Flow Security<ul style="list-style-type: none">○ NA• Mail Flow Configuration - FIRE Department<ul style="list-style-type: none">○ I2.3 MITIGATION ACTION - Work with FIRE and ISD to implement MITIGATION solution• Ad-Hoc Assistance with Mail Flow urgent issues, by request<ul style="list-style-type: none">○ Assistance as needed	<ul style="list-style-type: none">• Mail Flow Configuration - FIRE Department<ul style="list-style-type: none">• ISSUE I2.3: FIRE department uses some DL's that are not fully synced to Azure AD & EXO. Therefore, group member expansion must occur On-Prem• MITIGATION: Work with FIRE and ISD IT to enable sync for all FIRE DL's to Azure AD & EXO• STATUS: OPEN (carry-over)



O365 Collaboration- Technical Assistance

Status Summary

1st Feb – 28th Feb 2022

EXHIBIT A-8

Overall Health of Execution					
Project Start	Targeted End	Schedule	Cost	Benefit	Overall
3/22/2021	6/30/2022	G	G	G	G

Workstream Lead(s): Radu Gavrilă

Work Stream	Summary of Tasks Completed this Period	Summary of Upcoming Tasks and Key Dates	Key Risks, Issues, Decisions, Dependency
Security and Compliance	<ul style="list-style-type: none">• M365 DLP<ul style="list-style-type: none">○ No significant work this period• Migrate On-Premises AD-RMS to Azure AIP (Status- 85% Complete) <u>AD RMS MIGRATION TO AZURE AIP:</u><ul style="list-style-type: none">○ AIP migration script deployment planning - non-fully-hosted departments• Deploy AIP unified sensitivity labels to all M365 services (Status- 75% Complete)<ul style="list-style-type: none">○ Assistance with deployment of AIP Unified Client to LACO hosts: Sensitivity label planning + testing in DEV tenant	<ul style="list-style-type: none">• M365 DLP<ul style="list-style-type: none">○ Assistance as needed• Migrate On-Premises AD-RMS to Azure AIP<ul style="list-style-type: none">○ Continue PRODUCTION DEPLOYMENT of migration scripts to remaining departments• Deploy AIP unified sensitivity labels to all M365 services<ul style="list-style-type: none">○ Finalize PRODUCTION DEPLOYMENT of migration scripts to remaining departments	<ul style="list-style-type: none">• Migrate On-Premises AD-RMS to Azure AIP ISSUE I3.1: AWS AppStream user experience broken when using RMS-protected messages (black screen) ROOT CAUSE: AWS confirmed this to be an issue due to their technology MITIGATION OPTIONS: > LONG TERM: When available (cca. CY2022), install AWS updated screen share platform supporting RMS STATUS: OPEN (carry-over)• Deploy AIP unified sensitivity labels to all M365 services ISSUE I3.2: AIP sensitivity label taxonomy creates confusion for "Internal" labels ROOT CAUSE: Technically, "Internal" is restricted to Tenant A. Users will perceive this as "County Internal", incorrectly. MITIGATION OPTIONS: > 1: Adjust label names to reflect "Tenant-Internal" for more clarity (may still be confusing) > 2: Create label "LACO-Internal", AND coordinate with the other tenants in LACO to use the same label taxonomy, for consistency STATUS: OPEN (carry-over)





O365 Collaboration- Technical Assistance

Status Summary

1st Feb – 28th Feb 2022

Overall Health of Execution

Project Start	Targeted End	Schedule	Cost	Benefit	Overall
3/22/2021	6/30/2022	G	G	G	G

Workstream Lead(s): Radu Gavrilă

Work Stream	Summary of Tasks Completed this Period	Summary of Upcoming Tasks and Key Dates	Key Risks, Issues, Decisions, Dependency
Teams Optimization	<ul style="list-style-type: none"> • Teams Client Quality <ul style="list-style-type: none"> ○ No significant work this period • Teams Service Management <ul style="list-style-type: none"> ○ No significant work this period 	<ul style="list-style-type: none"> • Teams Client Quality <ul style="list-style-type: none"> ○ Assistance as needed • Teams Service Management <ul style="list-style-type: none"> ○ Assistance as needed 	NA



O365 Collaboration- Technical Assistance

Status Summary

1st Feb – 28th Feb 2022

EXHIBIT A-8

Overall Health of Execution

Project Start	Targeted End	Schedule	Cost	Benefit	Overall
3/22/2021	6/30/2022	G	G	G	G

Workstream Lead(s): Radu Gavrilă

Work Stream	Summary of Tasks Completed this Period	Summary of Upcoming Tasks and Key Dates	Key Risks, Issues, Decisions, Dependency
Endpoint Management/ Azure AD Join/ Win Hello for Business	<ul style="list-style-type: none">• Azure AD Join<ul style="list-style-type: none">○ Azure AD join work completed for ISD and CSSD• Modern Desktop Management initiative<ul style="list-style-type: none">○ CSSD Department Azure AD join consolidation in production• Deploy Win Hello for Business (Status- 100% Complete)<ul style="list-style-type: none">○ No significant work this period• Azure AD Join Infrastructure Prep (Status- 25% Complete)<ul style="list-style-type: none">○ DNS / DHCP verification for Win Hello supportability (Aging/Scavenging/Dynamic DNS Registration)	<ul style="list-style-type: none">• Azure AD Join<ul style="list-style-type: none">○ NA• Modern Desktop Management initiative<ul style="list-style-type: none">○ NA• Deploy Win Hello for Business (Status- 100% Complete)<ul style="list-style-type: none">○ NA• Azure AD Join Infrastructure Prep<ul style="list-style-type: none">○ Investigate configuration options for DNS and DHCP○ Implement Required changes	<ul style="list-style-type: none">• Azure AD Join Infrastructure Prep<p>POTENTIAL ISSUE: Aging/Scavenging intervals too low</p>



O365 Collaboration- Technical Assistance

Status Summary
1st Feb – 28th Feb 2022

Overall Health of Execution					
Project Start	Targeted End	Schedule	Cost	Benefit	Overall
3/22/2021	6/30/2022	G	G	G	G

Workstream Lead(s): Radu Gavrilă

Work Stream	Summary of Tasks Completed this Period	Summary of Upcoming Tasks and Key Dates	Key Risks, Issues, Decisions, Dependency
ADMIN & COMMS	<ul style="list-style-type: none">• Daily Stand-ups; Weekly/Monthly scheduled conf. calls<ul style="list-style-type: none">○ Meeting attendance / follow-up comms• Admin tasks: Time reporting; Project Management; Documentation<ul style="list-style-type: none">○ Misc. admin tasks	<ul style="list-style-type: none">• Daily Stand-ups; Weekly/Monthly scheduled conf. calls<ul style="list-style-type: none">○ As needed• Admin tasks: Time reporting; Project Management; Documentation<ul style="list-style-type: none">○ As needed	NA



O365 Collaboration- Technical Assistance

Status Summary
1st Feb – 28th Feb 2022

EXHIBIT A-8

Overall Health of Execution					
Project Start	Targeted End	Schedule	Cost	Benefit	Overall
3/22/2021	6/30/2022	G	G	G	G

Workstream Lead(s): Radu Gavrilă

Work Stream	Summary of Tasks Completed this Period	Summary of Upcoming Tasks and Key Dates	Key Risks, Issues, Decisions, Dependency
OTHER	<ul style="list-style-type: none">• Tenant A Monthly Meetings<ul style="list-style-type: none">• Participation in meetings; Follow-up on questions from departments• Governance Committee meetings<ul style="list-style-type: none">• Participation in meetings; Follow-up on questions from departments	<ul style="list-style-type: none">• Tenant A Monthly Meetings<ul style="list-style-type: none">• Monthly meeting• Governance Committee meetings<ul style="list-style-type: none">• Bi-monthly meeting	NA





O365 Collaboration- Technical Assistance

Status Summary

1st Feb – 28th Feb 2022

Overall Health of Execution					
Project Start	Targeted End	Schedule	Cost	Benefit	Overall
3/22/2021	6/30/2022	G	G	G	G

Workstream Lead(s): Radu Gavrilă

Hours consumed during Reporting period

Role	Name	Planned Hours	Hours worked this reporting period	Total Hours worked till date	Hours Remaining
Senior Consultant	Radu Gavrilă	694.5	19	518.25	176.25
Senior Consultant	Dan Jorenby	265.5	109	221	44.5
Offshore Project Manager	Soumya Bhansali	240	9	71	169
Account Delivery Executive	Shelton Sunday	48	0	4.5	43.5

Vacation Plan

NA

PRICE LISTS

B-1 Microsoft Unified Support Published Price List

B-2 Microsoft Consulting Services Published Price List



US Public Sector Unified Support Published Price List

Effective: July 26, 2021

Unified Support Base ("Foundational") Pricing	Enterprise Support
Server Products	10% for the first \$0 to \$1.5M 9% from \$1.5M to \$3M 8% from \$3M to \$6M 7% from \$6M to \$15M 6% over \$15M
User Products	8% for first \$0 to \$1.5M 7% from \$1.5M to \$3M 6% from \$3M to \$6M 5% from \$6M to \$15M 4% over \$15M
Azure 12-month Historic Spend	10% for the first \$0 to \$1.8M 7.00% from \$1.8M to \$6M 5.00% from \$6M to \$12M 3.00% from \$12M to \$30M 2.25% from \$30M to \$60M 2.00% from \$60M to \$120M 1.75% from \$120M and up
Minimum Unified Support Contract Price	\$50,000
Unified Support Add On Pricing	
Proactive Credits	\$130.96 per Credit (includes Extended Service Delivery Management)
Extended Service Delivery Management	\$258 Per Hour
Designated Support Engineer	\$304 Per Hour with 200 Hour Minimum* (base support required)
Designated Support Engineer - Office 365 Pod	\$304 Per Hour with 600 Hour Minimum (base support required)
Designated Support Engineer - M365 Pod	\$304 Per Hour with 1,200 Hour Minimum (base support required)
Application Development Manager	\$294 Per Hour with 200 Hour Minimum (base support required)
Onsite Resource Visits	Negotiated Fixed Fee Per Contract
Support for Mission Critical	Custom scoped and priced support with a \$350,000 entry point
Azure Rapid Response	Custom scoped and priced support with a \$75,000 entry point up to 2.5M annually
Azure Event Management	Custom scoped and priced support with a \$10,000 entry point for a single engagement
Office 365 Engineering Direct	10% of Office 365 licensing spend with a minimum of \$200,000 entry <u>point</u> **

*200 hour minimum is specific to LA County as DSE resources are "shared" across departments; 400 hour minimum is standard non-negotiated requirement.

**Minimum requirement of 20,000 or more Office 365 seats.

1.0 **Microsoft Services Background**

Microsoft Consulting Services (MCS) helps customers achieve value from digital transformation at scale. MCS has been an integral part of Microsoft since 1990, helping thousands of customers worldwide build and implement information technology solutions, while empowering every customer to achieve more using Microsoft's latest products, services and technologies to drive Digital Transformation. MCS Practices are located at Microsoft field offices around the world.

1.1 **U. S. SLGE Services Mission**

Our mission is to serve as Trusted Technical Advisors and Architects to Microsoft's State and Local Government / Educational Institution Customers and Partners, helping them architect, plan, design and implement solutions leveraging Microsoft products, tools and technologies. MCS Consultants work with customers on specific projects and strategic initiatives and enable customers to gain knowledge in Microsoft product sets and methodologies to build self-sufficiency over time. MCS is the appropriate Microsoft resource to utilize when customer project requirements demand direct Microsoft involvement.

1.2 **Microsoft Services Rates**

<u>MCS LABOR CATEGORIES</u>	<u>Hourly Rates</u>
DELIVERY DATA SCIENTIST	\$330.00
DIGITAL ARCHITECT	\$330.00
SOLUTION ARCHITECT	\$330.00
SOFTWARE ENGINEER	\$330.00
PRINCIPAL CONSULTANT	\$320.00
SENIOR CONSULTANT	\$305.00
CONSULTANT	\$270.00
ASSOCIATE CONSULTANT	\$240.00
ACCOUNT DELIVERY EXECUTIVE	\$290.00
SENIOR PROJECT MANAGER	\$305.00
PROJECT MANAGER	\$290.00

MCS PARTNER-SUBCON RATES:	
	Hourly Rates
TECHNICIAN V	\$275.00
TECHNICIAN IV	\$260.00
TECHNICIAN III	\$230.00
TECHNICIAN II	\$205.00
TECHNICIAN I	\$175.00
TECHNICIAN	\$145.00
ASSOCIATE TECHNICIAN	\$115.00
GITHUB LABOR CATEGORIES:	
SERVICES DELIVERY	\$330.00
PROJ MANAGEMENT OFFICE	\$290.00
US DELIVERY CENTER, "USDC" (REMOTE SERVICES - LAS COLINAS, TX)	
USDC SENIOR CONSULTANT	\$230.00
USDC CONSULTANT	\$190.00
USDC SENIOR PROJECT MANAGER	\$230.00
USDC PROJECT MANAGER	\$190.00

Microsoft Global Delivery (GD)
Offshore Rates

- MSFT GD Consulting – (FTE) \$85.00/Hr.

Onshore Rates:

- MSFT GD Consulting – (FTE) \$230.00/Hr.
 - Daily per diem and other travel is charged IAW government travel regulations.
 - Note: Initial air fare to/from India is not charged to customer.

Note:

- *The labor category from which personnel will be assigned will be specified by Microsoft in a Work Order based on the nature of the services to be provided.*
- *Microsoft may revise the rates as per the Microsoft Unified Support and Consulting Support Services Contract.*

COUNTY'S WORK ORDER/STATEMENT OF SERVICES PROCESSES

COUNTY'S WORK ORDER/STATEMENT OF SERVICES PROCESS

WO/SOS Issuance Processes:

- A. Contractor shall, at no cost to the County, work closely with ISD and each participating County Department to right-size and customize the proposed Work Order (WO) and/or Statement of Service (SOS) so that it will be most appropriate for that County Department. The proposed WO and/or SOS shall be executed by the County Program Director and authorized officials of Contractor.
- B. County Department(s) shall submit a proposed Service Request using ISD's Contract SR Tool site described in Exhibit A-4, with a Work Order draft to County's Program Manager for approval, using the sample WO and/or SOS set forth in Exhibit A-6 or A-7 for Contractor Unified Product Support or Consulting Services. The proposed WO and/or SOS may only be for Services which are listed in Exhibit A-1 and A-2 ("Microsoft Unified Product Support and Microsoft Consulting Support Descriptions").
- C. ISD County Project Manager will first review the draft ISD WO and/or SOS, which it shall submit to the County Program Manager for review to best fulfill the needs. County will contact Contractor to review the required services and WO and/or SOS draft. Contractor shall not be authorized to begin work under an ISD WO and/or SOS and County shall not be obligated to pay Contractor for any work done under a WO unless and until County Program Director has approved the WO and it has been issued to and executed by Contractor's Contract Manager.
- D. Prior to submitting the proposed WO and/or SOS to County's Program Manager for final review, the County's Project Manager for the WO and/or SOS shall establish that sufficient funding for the WO and/or SOS has been secured by the applicable County Department.
- E. County Program Director may approve and execute the proposed WO and/or SOS, and issue it to Contractor.
- F. No additional payments shall be made by County associated with travel, meals, expenses, incidentals, or any other costs not explicitly defined in Exhibit B-1 or B-2 ("Price List") and stated in the respective WO and/or SOS.
- G. Under Subparagraph 8.1.5 (WO and/or SOS Amendments) of the Contract, County shall have the right to acquire supplemental Services including additional TAM Hours as well as those provided by Dedicated Support Engineers and Application Development Consultants. The Standard Period of Performance for the supplemental services shall be the same as under the initial WO and/or SOS.

- H. Under Subparagraph 8.1.5 (WO and/or SOS Amendments) of the Contract, County shall have the right to acquire additional Technical Account Hours in any increment during the Standard Period of Performance of an existing WO and/or SOS.
- I. Under Subsection 8.1.4 (WO and/or SOS Amendments) of the Contract, County shall have the right to acquire additional Problem Resolution Hours with a minimum of 25 hours during the Standard Period of Performance (12 months). Each break/fix incident typically averages 5-7 hours.
- J. At least 90 days prior to the end of the Standard Period of Performance of each WO and/or SOS, Contractor shall assess the usage under that WO and/or SOS, recommend in writing options for complete use of the remaining pre-purchased Services, and propose a WO and/or SOS for the following year that considers past and projected usage by that County Department. Through quarterly meetings with each County Department, Contractor will conduct these activities for the County Department, as part of their account management role.
- K. Under Subsection 8.1.5 (WO and/or SOS Amendments) of the Contract, County shall have the right to convert any unused services in any WO and/or SOS on a dollar for dollar value basis to any other services described in Exhibit A-1 and A-2 at the rates set forth in Exhibit B at any time during the Standard Period of Performance of any WO and/or SOS.
- L. Any Services that have not been used or delivered during the Standard Period of Performance, may be granted a 30-day extension ("Extended Delivery Period") to allow the use of such Services. This Extended Delivery Period requires the prior written approval of the County Program Manager and Contractor's Support Practice Manager. County Project Managers, as identified in the applicable Statement of Services, shall provide sufficient notice to the County Program Manager identifying the Service(s) that are at risk of not be provided prior to the expiration date of the WO and/or SOS, and shall work with Contractor staff and the County Program Manager to effectuate such extension. Any Services not performed by the end of an Extended Delivery Period shall be forfeited.
- M. Services provided under a WO and/or SOS shall be charged by Contractor in the manner most cost-effective to the County and within Microsoft Unified Product Support programmatic rules.
- N. Each WO and/or SOS shall have a Standard Period of Performance that begins at the WO's/SOS's Effective Date and ends one year later or at the end of the term of this Contract, whichever comes first. Each WO and/or SOS shall also specifically state the type, level and quantity of Services to be provided and the maximum payment for the Services. The WO and/or SOS shall also state the expected Service level(s) and technical contacts information.
- O. Contractor and County shall schedule and hold quarterly meetings between Contractor's Support Practice Manager and Contractor's Services Account Executive, and other Microsoft personnel, as necessary or desired, and County's Program Manager, County's Project Manager(s), and other County management personnel, or as otherwise agreed upon by the parties, to review Contractor's performance hereunder, the status of each then current WO and/or SOS, to resolve any Services or billing problems, introduce new Services, and discuss any other issues, at no cost to County. Contractor and County shall arrange for the meeting

location, prepare the agenda for each meeting, and record and publish minutes and assignments to all the participants.

Problem Resolution Case Process:

- Problem Resolution Support (PRS) cases are opened by County personnel that have been authorized by the County and have a valid Access ID. County Departments may open a PRS case through the Premier Portal or by calling the Premier Support toll free number. A Contractor PRS ticket is then opened by Department. Access to PRS Cases is available on a 24 X 7 basis, 365 days per year. Lower severity cases are worked during standard business hours (6 AM to 6 PM PST).
- The County Department will establish the initial severity level of the PRS case. The severity classification of the case can be raised or lowered at the County's request. PRS cases are billed for the time actually worked by Contractor support engineers in 1 minute increments. There are cases where multiple engineers may be engaged with, and charging to, the same PRS case.
- For Reactive Support, the County's Service Level Agreements (SLAs) for each level of Services performed within the County Department's WO and/or SOS are described in the Exhibit A-1 (Unified Products Service Descriptions: Paragraph 2.2.1). For Proactive Support, dates are negotiated with such County Department.
- Any PRS Incident that involves Contractor accessing data within any County applications that maintain PHI data shall be submitted to the County Program Manager for approval prior to initiating the PRS Incident. Such PRS Incident may require the negotiation and execution of a Business Associate Agreement prior to commencement of any such Services.
- Normally PRS cases will remain open until the County Department has determined that the case should be closed and the Contractor PRS ticket is closed. Closed cases may be re-opened by the County Department for further support effort and additional time spent by Contractor's support engineers will be billed to the case.
- On a monthly basis (or more frequent if requested by the County Department) the Technical Account Manager (TAM) will review the open and closed PRS cases with the County Department. This review is intended to confirm that the open cases continue to be worked as appropriate and that closed cases have been properly billed. Billing occurs by Decrementing the WO and/or SOS hours purchased by the County Department executing the WO and/or SOS. The summary of these WO and/or SOS hours are detailed in the County Department's Customer Status Report.
- Any questions regarding billings to PRS cases should be raised with the TAM in writing.

Customer Status Report Process:

1. Contractor's Technical Account Manager (TAM) will meet monthly with each County Department that has an active WO and/or SOS to review the Department's Status Report. Contractor will conduct quarterly meetings to review all activity (Proactive projects, hours available etc.).
2. The Activity Report portion of the Customer Status Report details the Consumption Summary, Service Consumption Mix, and Service Consumption Trend review. It is in this area of the Customer Status Report where the contracted number of WO and/or SOS Technical Account Hours, Problem Resolution Hours and Support Assistance Hours are Decrementated by each Case to show a new total of Services for those areas that are left under this WO and/or SOS.
3. The Support Assistance (SA) portion of the Customer Status Report details SA Summary, SA by Technology, Cumulative SA Usage, and SA Details.
4. The Problem Resolution (PR) portion of the Customer Status Report details PR Hourly Summary, PR Cases by Type, Cumulative PR Hourly Usage, PR Cases by Technology & Severity, and PR Hourly Details.
5. The Activity portion of the Customer Status Report provides contact information versus Proactive/Reactive cases and labor.

Escalation Process:

Management Escalation Path

Technical Account Manager	Each Department has individual TAM
Support Engagement Manager	Greg Eyrich: grege@Contractor.com
Support Practice Manager	Leigh Scott: leighs@Contractor.com
General Manager, Public Sector Services	Mike Brown: Mibrow@Contractor.com

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

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

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

CONTRACTOR'S ADMINISTRATION

Telephone: _____

Facsimile: _____

E-Mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

G1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

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

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

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

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

*Contractor Personnel includes subcontractors.

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

 Signature

 Date

 Title

 Company/Contractor Name

Released December 14, 2021

Version 2.0

G1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

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 contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE JURY SERVICE

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

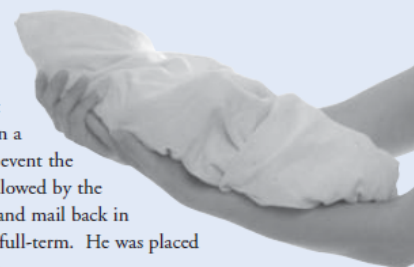
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



INFORMATION SECURITY AND PRIVACY REQUIREMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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. The Microsoft Products and Services Data Protection Addendum (the "DPA") at Exhibit K 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 the DPA are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

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

For clarity, the terms below apply only to the processing of data in environments controlled by Microsoft and Microsoft's subprocessors. This includes data sent to Microsoft by Products and Services but does not include data that remains on County's premises or in any County selected third party operating environments. County is responsible for implementing and maintaining privacy protections and security measures for components County provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application).

1. DEFINITIONS

In addition to the defined terms in the Contract, including the DPA, the following defined terms apply to this Exhibit. Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** As set forth in the DPA Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

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

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

The Contractor's Information Security Program as set forth in the DPA 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.** As set forth in the DPA, 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 as set forth in the DPA shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;

- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, including as set forth in the DPA, 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 County shall always have access to such County Information held, stored, or maintained in the Online Services as set forth in the DPA. For any County Information transferred to Microsoft through Microsoft's Data Transfer and Management system ("DTM"), County has the ability to delete the County Information files at any time on the interface of the DTM. For any data subject requests, County shall have the right to discover, access, rectify, restrict, delete, export/receive the County Information as set forth in the DPA.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, all as applicable to its providing the Products and Services, 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, (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time, and (iv) as set forth in the DPA.

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. Any use or disclosure of County Information shall be only as authorized in the Contract and the DPA. With respect to any Microsoft Consulting Services, Contractor shall also handle County Information to perform its work as provided for in the Contract and the Work Orders and Scope of Services within the United States, and Microsoft Consulting Services shall not cause County Data to leave the borders of the United States unless otherwise approved by County in advance.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. As provided for in the DPA, if required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation shall apply until the County NPI is returned or deleted or as otherwise provided for in the Contract.
- 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 as set forth in the DPA. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall redirect the individual to make its requests directly to County as set forth in the DPA. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall redirect the individual to make its request directly to County as set forth in the DPA. For any Security Incidents, Contractor will notify the County as described in the DPA and Section 12 SECURITY AND PRIVACY INCIDENTS below, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.
- f. **Contract Confidentiality Terms.** The confidentiality terms provided for in Section 7.8 of the Contract and the DPA apply.

7. SUBCONTRACTORS AND THIRD PARTIES

Subcontracting is strictly prohibited without prior authorization from the County. However, 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 and the DPA shall also apply to all Subprocessors and Subcontractors, if any. 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 and the DPA, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions

relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit and the DPA; and (ii) as provided for in the DPA, the Contractor shall be and remain fully liable for the acts and omissions of each Subprocessor and its Subcontractors, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The County's Chief Information Security Officer and/or Chief Privacy Officer may review the list of Subprocessors at any time and have the notice and controls on the use of Subprocessors as set forth in the DPA.

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be encrypted as provided for in the DPA. Without limiting the generality of the foregoing, as provided for in the DPA 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, if transmitted by Contractor on networks outside of the Contractor's control, with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in any other third party cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All Contractor mobile devices, if any, 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.

9. 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 as set forth in the DPA.

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

10. 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 12 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 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 business continuity management policy and associated procedures, including documented policies and procedures designed to: (i) simultaneously process the data and system in more than one environment and location; (ii) provide effective controls to safeguard the data; (iii) securely transfer County Information to and from the locations; (iv) restore applications and operating systems; and (v) demonstrate periodic testing of business continuity management.

11. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) will be transferred to Contractor using DTM as provided for in Section 3 above.

12. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall as provided for in the DPA:

- a. Promptly and without undue delay 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 the time frame provided for in the DPA of detection of the Incident. All notifications shall be by a means Microsoft selects, including email.

For each Enterprise Services Work Order, County will inform Microsoft who is the County point of contact for Security Incident notice:

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

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

Departmental Information Security Officer:

Joel Simangan

Departmental Information Security Officer and Privacy Officer
Internal Services Department

(562) 940-2373

jismangan@isd.lacounty.gov

- b. Include to the extent known 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. Information to enable Customer to determine 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. Investigate the Security Incident and provide Customer with detailed information about the Security Incident, and take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. In doing so, Microsoft will cooperate with the County's reasonable requests in the investigation the Incident and to the extent known to identify the specific County Information involved in the Incident upon the County's written request (Microsoft will identify what specific information was disclosed, and County determines the nature and classification of the information). 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, if applicable, 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. Reasonably 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 penetration tests of the applications you deploy in Azure. With regard to Contractor's environment, County has the rights set forth in the DPA regarding Auditing Compliance that may include, but are not limited to, review of audit reports, assessments, controls and documentation, or other technical inspection of systems, all as set forth in the Trust Center, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

13. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there may 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 seek 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.

14. AUDIT AND INSPECTION

- a. **Self-Audits.** As provided for in the DPA, 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, or (ii) qualified, external, independent auditors as set forth in the Microsoft Trust Center.

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 Microsoft Trust Center promptly upon its completion. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

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 as provided for in Section 8.38, Record Retention and Inspection-Audit Settlement of the MSA. As provided for in the DPA and 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.

15. PRIVACY AND SECURITY INDEMNIFICATION

Contractor's privacy and security indemnification obligations are as set forth in the Contract, including the DPA.

Microsoft Products and Services Data Protection Addendum

Volume
Licensing

Microsoft Products and Services Data Protection Addendum

Last updated September 15, 2021

Published in English on September 15, 2021. Translations will be published by Microsoft when available. These commitments are binding on Microsoft as of September 15, 2021.

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Introduction

The parties agree that this Microsoft Products and Services Data Protection Addendum (“DPA”) sets forth their obligations with respect to the processing and security of Customer Data, Professional Services Data, and Personal Data in connection with the Products and Services. The DPA is incorporated by reference into the Product Terms and other Microsoft agreements. The parties also agree that, unless a separate Professional Services agreement exists, this DPA governs the processing and security of Professional Services Data. Separate terms, including different privacy and security terms, govern Customer’s use of Non-Microsoft Products.

In the event of any conflict or inconsistency between the DPA Terms and any other terms in Customer’s volume licensing agreement, the DPA Terms shall prevail. The provisions of the DPA Terms supersede any conflicting provisions of the Microsoft Privacy Statement that otherwise may apply to processing of Customer Data, Professional Services Data, or Personal Data, as defined herein. For clarity, consistent with Clause 10 of the 2010 Standard Contractual Clauses in [Attachment 1](#), when the 2010 Standard Contractual Clauses are applicable, the 2010 Standard Contractual Clauses prevail over any other term of the DPA Terms.

Microsoft makes the commitments in this DPA to all customers with volume license agreements. These commitments are binding on Microsoft with regard to Customer regardless of (1) the Product Terms that are otherwise applicable to any given Product subscription or license, or (2) any other agreement that references the Product Terms.

Applicable DPA Terms and Updates

Limits on Updates

When Customer renews or purchases a new subscription to a Product or enters into a work order for a Professional Service, the then-current DPA Terms will apply and will not change during Customer’s subscription for that Product or term for that Professional Service. When Customer obtains a perpetual license to Software, the then-current DPA Terms will apply (following the same provision for determining the applicable then-current Product Terms for that Software in Customer’s volume licensing) and will not change during Customer’s license for that Software.

New Features, Supplements, or Related Software

Notwithstanding the foregoing limits on updates, when Microsoft introduces features, offerings, supplements or related software that are new (i.e., that were not previously included with the Products or Services), Microsoft may provide terms or make updates to the DPA that apply to Customer’s use of those new features, offerings, supplements or related software. If those terms include any material adverse changes to the DPA Terms, Microsoft will provide Customer a choice to use the new features, offerings, supplements, or related software, without loss of existing functionality of a generally available Product or Professional Service. If Customer does not install or use the new features, offerings, supplements, or related software, the corresponding new terms will not apply.

Government Regulation and Requirements

Notwithstanding the foregoing limits on updates, Microsoft may modify or terminate a Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Product or offering the Professional Service without modification, and/or (3) causes Microsoft to believe the DPA Terms or the Product or Professional Service may conflict with any such requirement or obligation.

Electronic Notices

Microsoft may provide Customer with information and notices about Products and Services electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

Prior Versions

The DPA Terms provide terms for Products and Services that are currently available. For earlier versions of the DPA Terms, Customer may refer to <https://aka.ms/licensingdocs> or contact its reseller or Microsoft Account Manager.

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Definitions

Capitalized terms used but not defined in this DPA will have the meanings provided in the volume license agreement. The following defined terms are used in this DPA:

“Customer Data” means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service. Customer Data does not include Professional Services Data.

“Data Protection Requirements” means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

“DPA Terms” means the terms in the DPA and any Product-specific terms in the Product Terms that specifically supplement or modify the privacy and security terms in the DPA for a specific Product (or feature of a Product). In the event of any conflict or inconsistency between the DPA and such Product-specific terms, the Product-specific terms shall prevail as to the applicable Product (or feature of that Product).

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

“Local EU/EEA Data Protection Laws” means any subordinate legislation and regulation implementing the GDPR.

“GDPR Terms” means the terms in [Attachment 2](#), under which Microsoft makes binding commitments regarding its processing of Personal Data as required by Article 28 of the GDPR.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Product” has the meaning provided in the volume license agreement. For ease of reference, “Product” includes Online Services and Software, each as defined in the volume license agreement.

“Products and Services” means Products and Professional Services. Product and Professional Service availability may vary by region and applicability of this DPA to specific Products and Professional Services is subject to the limitations in the Scope section in this DPA.

“Professional Services” means the following services: (a) Microsoft’s consulting services, consisting of planning, advice, guidance, data migration, deployment and solution/software development services provided under a Microsoft Enterprise Services Work Order that incorporates this DPA by reference; and (b) technical support services provided by Microsoft that help customers identify and resolve issues affecting Products, including technical support provided as part of Microsoft Unified Support or Premier Support Services (as described in the Services Consulting and Support Description or the Description of Services, respectively), and any other technical support services. The Professional Services do not include the Products or, for purposes of the DPA, Supplemental Professional Services.

“Professional Services Data” means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of a Customer (or that Customer authorizes Microsoft to obtain from a Product) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

“2010 Standard Contractual Clauses” means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR and approved by the European Commission decision 2010/87/EC, dated 5 February 2010. The 2010 Standard Contractual Clauses are in [Attachment 1](#).

“2021 Standard Contractual Clauses” means the standard data protection clauses (processor-to-processor module) between Microsoft Ireland Operations Limited and Microsoft Corporation for the transfer of personal data from processors in the EEA to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR and approved by the European Commission in decision 2021/914/EC, dated 4 June 2021.

“Subprocessor” means other processors used by Microsoft to process Customer Data, Professional Services Data, and Personal Data, as described in Article 28 of the GDPR.

“Supplemental Professional Services” means support requests escalated from support to a Product engineering team for resolution and other consulting and support from Microsoft provided in connection with Products or a volume license agreement that are not included in the definition of Professional Services.

Lower case terms used but not defined in this DPA, such as “personal data breach”, “processing”, “controller”, “processor”, “profiling”, “personal data”, and “data subject” will have the same meaning as set forth in Article 4 of the GDPR, irrespective of whether GDPR applies.

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General Terms

Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its providing the Products and Services, including security breach notification law and Data Protection Requirements. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer's data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Products and Services, including laws related to biometric data, confidentiality of communications, and Data Protection Requirements. Customer is responsible for determining whether the Products and Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Products and Services in a manner consistent with Customer's legal and regulatory obligations. Customer is responsible for responding to any request from a third party regarding Customer's use of Products and Services, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

Data Protection Terms

This section of the DPA includes the following subsections:

- Scope
- Nature of Data Processing; Ownership
- Disclosure of Processed Data
- Processing of Personal Data; GDPR
- Data Security
- Security Incident Notification
- Data Transfers and Location
- Data Retention and Deletion
- Processor Confidentiality Commitment
- Notice and Controls on use of Subprocessors
- Educational Institutions
- CJIS Customer Agreement
- HIPAA Business Associate
- California Consumer Privacy Act (CCPA)
- Biometric Data
- Supplemental Professional Services
- How to Contact Microsoft
- Appendix A – Security Measures
- Appendix B – Data Subjects and Categories of Personal Data
- Appendix C – Additional Safeguards Addendum.

Scope

The DPA Terms apply to all Products and Services except as described in this section.

The DPA Terms will not apply to any Products specifically identified as excluded, or to the extent identified as excluded, in the Product Terms, which are governed by the privacy and security terms in the applicable Product-specific terms.

For clarity, the DPA Terms apply only to the processing of data in environments controlled by Microsoft and Microsoft's subprocessors. This includes data sent to Microsoft by Products and Services but does not include data that remains on Customer's premises or in any Customer selected third party operating environments.

For Supplemental Professional Services, Microsoft only makes the commitments in the Supplemental Professional Services section below.

Previews may employ lesser or different privacy and security measures than those typically present in the Products and Services. Unless otherwise noted, Customer should not use Previews to process Personal Data or other data that is subject to legal or regulatory compliance requirements. For Products, the following terms in this DPA do not apply to Previews: Processing of Personal Data; GDPR, Data Security, and HIPAA Business Associate. For Professional Services, offerings designated as Previews or Limited Release only meet the terms of the Supplemental Professional Services.

Nature of Data Processing; Ownership

Microsoft will use and otherwise process Customer Data, Professional Services Data, and Personal Data only as described and subject to the limitations provided below (a) to provide Customer the Products and Services in accordance with Customer's documented instructions, and (b) for business operations incident to providing the Products and Services to Customer. As between the parties, Customer retains all right, title and interest in and to Customer Data and Professional Services Data. Microsoft acquires no rights in Customer Data or Professional Services Data, other than the rights Customer grants to Microsoft in this section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Processing to Provide Customer the Products and Services

For purposes of this DPA, “to provide” a Product consists of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users, including providing personalized user experiences;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Ongoing improvement (installing the latest updates and making improvements to user productivity, reliability, efficacy, quality, and security).

For purposes of this DPA, “to provide” Professional Services consists of:

- Delivering the Professional Services, including providing technical support, professional planning, advice, guidance, data migration, deployment, and solution/software development services.
- Troubleshooting (preventing, detecting, investigating, mitigating, and repairing problems, including Security Incidents and problems identified in the Professional Services or relevant Product(s) during delivery of Professional Services); and
- Ongoing improvement (improving delivery, efficacy, quality, and security of Professional Services and the underlying Product(s) based on issues identified while providing Professional Services, including installing the latest updates and fixing software defects).

When providing Products and Services, Microsoft will not use or otherwise process Customer Data, Professional Services Data, or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, or (c) market research aimed at creating new functionalities, services, or products or any other purpose, unless such use or processing is in accordance with Customer’s documented instructions.

Processing for Business Operations

For purposes of this DPA, “business operations” consist of the following, each as incident to delivery of the Products and Services to Customer: (1) billing and account management; (2) compensation (e.g., calculating employee commissions and partner incentives); (3) internal reporting and business modeling (e.g., forecasting, revenue, capacity planning, product strategy); (4) combatting fraud, cybercrime, or cyber-attacks that may affect Microsoft or Microsoft Products; (5) improving the core functionality of accessibility, privacy or energy-efficiency; and (6) financial reporting and compliance with legal obligations (subject to the limitations on disclosure of Processed Data outlined below).

When processing for these business operations, Microsoft will apply principles of data minimization and will not use or otherwise process Customer Data, Professional Services Data, or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, or (c) any other purpose, other than for the purposes set out in this section.

Disclosure of Processed Data

Microsoft will not disclose or provide access to any Processed Data except: (1) as Customer directs; (2) as described in this DPA; or (3) as required by law. For purposes of this section, “Processed Data” means: (a) Customer Data; (b) Professional Services Data; (c) Personal Data; and (d) any other data processed by Microsoft in connection with the Products and Services that is Customer’s confidential information under the volume license agreement. All processing of Processed Data is subject to Microsoft’s obligation of confidentiality under the volume license agreement.

Microsoft will not disclose or provide access to any Processed Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Processed Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose or provide access to any Processed Data to law enforcement, Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third-party request for Processed Data, Microsoft will promptly notify Customer unless prohibited by law. Microsoft will reject the request unless required by law to comply. If the request is valid, Microsoft will attempt to redirect the third party to request the data directly from Customer.

Microsoft will not provide any third party: (a) direct, indirect, blanket, or unfettered access to Processed Data; (b) platform encryption keys used to secure Processed Data or the ability to break such encryption; or (c) access to Processed Data if Microsoft is aware that the data is to be used for purposes other than those stated in the third party’s request.

In support of the above, Microsoft may provide Customer’s basic contact information to the third party.

Processing of Personal Data; GDPR

All Personal Data processed by Microsoft in connection with providing the Products and Services is obtained as part of either (a) Customer Data, (b) Professional Services Data, or (c) data generated, derived or collected by Microsoft, including data sent to Microsoft as a result of a Customer’s use of service-based capabilities or obtained by Microsoft from locally installed software. Personal Data provided to Microsoft by, or on behalf of, Customer through use of the Online Service is also Customer Data. Personal Data provided to Microsoft by, or on behalf of, Customer through use of the Professional Services is also Professional Services Data. Pseudonymized identifiers may be included in data processed by Microsoft in connection with providing the Products and are also Personal Data. Any Personal Data pseudonymized, or de-identified but not anonymized, or Personal Data derived from Personal Data is also Personal Data.

To the extent Microsoft is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR Terms in [Attachment 2](#) govern that processing and the parties also agree to the following terms in this sub-section ("Processing of Personal Data; GDPR"):

Processor and Controller Roles and Responsibilities

Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except (a) when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor; or (b) as stated otherwise in the Product-specific terms or this DPA. When Microsoft acts as the processor or subprocessor of Personal Data, it will process Personal Data only on documented instructions from Customer. Customer agrees that its volume licensing agreement (including the DPA Terms and any applicable updates), along with the product documentation and Customer's use and configuration of features in the Products, are Customer's complete documented instructions to Microsoft for the processing of Personal Data, or the Professional Services documentation and Customer's use of the Professional Services. Information on use and configuration of the Products can be found at <https://docs.microsoft.com/en-us/> (or a successor location) or other agreement incorporating this DPA. Any additional or alternate instructions must be agreed to according to the process for amending Customer's agreement. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Microsoft that Customer's instructions, including appointment of Microsoft as a processor or subprocessor, have been authorized by the relevant controller.

To the extent Microsoft uses or otherwise processes Personal Data subject to the GDPR for business operations incident to providing the Products and Services to Customer, Microsoft will comply with the obligations of an independent data controller under GDPR for such use. Microsoft is accepting the added responsibilities of a data "controller" under GDPR for processing in connection with its business operations to: (a) act consistent with regulatory requirements, to the extent required under GDPR; and (b) provide increased transparency to Customers and confirm Microsoft's accountability for such processing. Microsoft employs safeguards to protect Customer Data, Professional Services Data, and Personal Data in processing, including those identified in this DPA and those contemplated in Article 6(4) of the GDPR. With respect to processing of Personal Data under this paragraph, Microsoft makes the commitments set forth in the Additional Safeguards section; for those purposes, (i) any Microsoft disclosure of Personal Data, as described in the Additional Safeguards section, that has been transferred in connection with business operations is deemed a "Relevant Disclosure" and (ii) the commitments in the Additional Safeguards section apply to such Personal Data.

Processing Details

The parties acknowledge and agree that:

- **Subject Matter.** The subject-matter of the processing is limited to Personal Data within the scope of the section of this DPA entitled "Nature of Data Processing; Ownership" above and the GDPR.
- **Duration of the Processing.** The duration of the processing shall be in accordance with Customer instructions and the terms of the DPA.
- **Nature and Purpose of the Processing.** The nature and purpose of the processing shall be to provide the Products and Services pursuant to Customer's volume licensing agreement and for business operations incident to providing the Products and Services to Customer (as further described in the section of this DPA entitled "Nature of Data Processing; Ownership" above).
- **Categories of Data.** The types of Personal Data processed by Microsoft when providing the Products and Services include: (i) Personal Data that Customer elects to include in Customer Data and Professional Services Data; and (ii) those expressly identified in Article 4 of the GDPR that may be generated, derived or collected by Microsoft, including data sent to Microsoft as a result of a Customer's use of service-based capabilities or obtained by Microsoft from locally installed software. The types of Personal Data that Customer elects to include in Customer Data and Professional Services Data may be any categories of Personal Data identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of Personal Data set forth in Appendix B.
- **Data Subjects.** The categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers, and may include any other categories of data subjects as identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of data subjects set forth in Appendix B.

Data Subject Rights; Assistance with Requests

Microsoft will make available to Customer, in a manner consistent with the functionality of the Products and Services and Microsoft's role as a processor of Personal Data of data subjects, the ability to fulfill data subject requests to exercise their rights under the GDPR. If Microsoft receives a request from Customer's data subject to exercise one or more of its rights under the GDPR in connection with the Products and Services for which Microsoft is a data processor or subprocessor, Microsoft will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Products and Services. Microsoft shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

Records of Processing Activities

To the extent the GDPR requires Microsoft to collect and maintain records of certain information relating to Customer, Customer will, where requested, supply such information to Microsoft and keep it accurate and up-to-date. Microsoft may make any such information available to the supervisory authority if required by the GDPR.

Data Security

Security Practices and Policies

Microsoft will implement and maintain appropriate technical and organizational measures to protect Customer Data, Professional Services Data, and Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. Those measures shall be set forth in a Microsoft Security Policy. Microsoft will make that policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies.

In addition, those measures shall comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. A description of the security controls for these requirements is available to Customers.

Each Core Online Service also complies with the control standards and frameworks shown in the table in the Product Terms. Each Core Online Service and Professional Service implements and maintains the security measures set forth in Appendix A for the protection of Customer Data and Professional Services Data.

Microsoft may add industry or government standards at any time. Microsoft will not eliminate ISO 27001, ISO 27002, ISO 27018 or any standard or framework in the table for Core Online Services in the Product Terms, unless it is no longer used in the industry and it is replaced with a successor (if any).

Data Encryption

Customer Data and Professional Services Data (each including any Personal Data therein) in transit over public networks between Customer and Microsoft, or between Microsoft data centers, is encrypted by default.

Microsoft also encrypts Customer Data stored at rest in Online Services and Professional Services Data stored at rest. In the case of Online Services on which Customer or a third-party acting on Customer's behalf may build applications (e.g., certain Azure Services), encryption of data stored in such applications may be employed at the discretion of Customer, using either capabilities provided by Microsoft or obtained by Customer from third parties.

Data Access

Microsoft employs least privilege access mechanisms to control access to Customer Data and Professional Services Data (including any Personal Data therein). Role-based access controls are employed to ensure that access to Customer Data and Professional Services Data required for service operations is for an appropriate purpose and approved with management oversight. For Core Online Services and Professional Services, Microsoft maintains Access Control mechanisms described in the table entitled "Security Measures" in Appendix A. For Core Online Services, there is no standing access by Microsoft personnel to Customer Data and any required access is for a limited time.

Customer Responsibilities

Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for Products and Services meet Customer's requirements, including any of its security obligations under applicable Data Protection Requirements. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security practices and policies implemented and maintained by Microsoft provide a level of security appropriate to the risk with respect to its Personal Data. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application).

Auditing Compliance

Microsoft will conduct audits of the security of the computers, computing environment, and physical data centers that it uses in processing Customer Data, Professional Service Data, and Personal Data, as follows:

- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
- Each audit will be performed by qualified, independent, third party security auditors at Microsoft's selection and expense.

Each audit will result in the generation of an audit report ("Microsoft Audit Report"), which Microsoft will make available at <https://servicetrust.microsoft.com/> or another location identified by Microsoft. The Microsoft Audit Report will be Microsoft's Confidential Information and will clearly disclose any material findings by the auditor. Microsoft will promptly remediate issues raised in any Microsoft Audit Report to the satisfaction of the auditor. If Customer requests, Microsoft will provide Customer with each Microsoft Audit Report. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

To the extent Customer's audit requirements under the 2010 Standard Contractual Clauses or Data Protection Requirements cannot reasonably be satisfied through audit reports, documentation or compliance information Microsoft makes generally available to its customers, Microsoft will

promptly respond to Customer's additional audit instructions. Before the commencement of an audit, Customer and Microsoft will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit, provided that this requirement to agree will not permit Microsoft to unreasonably delay performance of the audit. To the extent needed to perform the audit, Microsoft will make the processing systems, facilities and supporting documentation relevant to the processing of Customer Data, Professional Services Data, and Personal Data by Microsoft, its Affiliates, and its Subprocessors available. Such an audit will be conducted by an independent, accredited third-party audit firm, during regular business hours, with reasonable advance notice to Microsoft, and subject to reasonable confidentiality procedures. Neither Customer nor the auditor shall have access to any data from Microsoft's other customers or to Microsoft systems or facilities not involved in providing the applicable Products and Services. Customer is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Microsoft expends for any such audit, in addition to the rates for services performed by Microsoft. If the audit report generated as a result of Customer's audit includes any finding of material non-compliance, Customer shall share such audit report with Microsoft and Microsoft shall promptly cure any material non-compliance.

If the 2010 Standard Contractual Clauses apply, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the 2010 Standard Contractual Clauses. Nothing in this section of the DPA varies or modifies the 2010 Standard Contractual Clauses or the GDPR Terms or affects any supervisory authority's or data subject's rights under the 2010 Standard Contractual Clauses or Data Protection Requirements. Microsoft Corporation is an intended third-party beneficiary of this section.

Security Incident Notification

If Microsoft becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, Professional Services Data, or Personal Data while processed by Microsoft (each a "Security Incident"), Microsoft will promptly and without undue delay (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to Customer by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer maintains accurate contact information with Microsoft for each applicable Product and Professional Service. Customer is solely responsible for complying with its obligations under incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incident.

Microsoft shall make reasonable efforts to assist Customer in fulfilling Customer's obligation under GDPR Article 33 or other applicable law or regulation to notify the relevant supervisory authority and data subjects about such Security Incident.

Microsoft's notification of or response to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the Products and Services.

Data Transfers and Location

Data Transfers

Customer Data, Professional Services Data, and Personal Data that Microsoft processes on Customer's behalf may not be transferred to, or stored and processed in a geographic location except in accordance with the DPA Terms and the safeguards provided below in this section. Taking into account such safeguards, Customer appoints Microsoft to transfer Customer Data, Professional Services Data, and Personal Data to the United States or any other country in which Microsoft or its Subprocessors operate and to store and process Customer Data, and Personal Data to provide the Products, except as described elsewhere in the DPA Terms.

All transfers of Customer Data, Professional Services Data, and Personal Data out of the European Union, European Economic Area, United Kingdom, and Switzerland to provide the Products and Services shall be governed by the 2021 Standard Contractual Clauses implemented by Microsoft. In addition, transfers from the United Kingdom and Switzerland shall be governed by the 2010 Standard Contractual Clauses. In the case of any inconsistency between the 2021 Standard Contractual Clauses and the 2010 Standard Contractual Clauses, the inconsistency shall be resolved so as to provide an adequate level of data protection for the Customer Data, Professional Services Data, and Personal Data under applicable law. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area, United Kingdom, and Switzerland. All transfers of Personal Data to a third country or an international organization will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.

In addition, Microsoft is certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks and the commitments they entail, although Microsoft does not rely on the EU-U.S. Privacy Shield Framework as a legal basis for transfers of Personal Data in light of the judgment of the Court of Justice of the EU in Case C-311/18. Microsoft agrees to notify Customer if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles.

Location of Customer Data at Rest

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as set forth in the Product Terms.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Data Retention and Deletion

At all times during the term of Customer's subscription or the applicable Professional Services engagement, Customer will have the ability to access, extract and delete Customer Data stored in each Online Service and Professional Services Data.

Except for free trials and LinkedIn services, Microsoft will retain Customer Data that remains stored in Online Services in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer Data and Personal Data stored in Online Services within an additional 90 days, unless authorized under this DPA to retain such data.

For Personal Data in connection with the Software and for Professional Services Data, Microsoft will delete all copies after the business purposes for which the data was collected or transferred have been fulfilled or earlier upon Customer's request, unless authorized under this DPA to retain such data.

The Online Service may not support retention or extraction of software provided by Customer. Microsoft has no liability for the deletion of Customer Data, Professional Services Data, or Personal Data as described in this section.

Processor Confidentiality Commitment

Microsoft will ensure that its personnel engaged in the processing of Customer Data, Professional Services Data, and Personal Data (i) will process such data only on instructions from Customer or as described in this DPA, and (ii) will be obligated to maintain the confidentiality and security of such data even after their engagement ends. Microsoft shall provide periodic and mandatory data privacy and security training and awareness to its employees with access to Customer Data, Professional Services Data, and Personal Data in accordance with applicable Data Protection Requirements and industry standards.

Notice and Controls on use of Subprocessors

Microsoft may hire Subprocessors to provide certain limited or ancillary services on its behalf. Customer consents to this engagement and to Microsoft Affiliates as Subprocessors. The above authorizations will constitute Customer's prior written consent to the subcontracting by Microsoft of the processing of Customer Data, Professional Services Data, and Personal Data if such consent is required under the Standard Contractual Clauses or the GDPR Terms.

Microsoft is responsible for its Subprocessors' compliance with Microsoft's obligations in this DPA. Microsoft makes available information about Subprocessors on a Microsoft website. When engaging any Subprocessor, Microsoft will ensure via a written contract that the Subprocessor may access and use Customer Data, Professional Services Data, or Personal Data only to deliver the services Microsoft has retained them to provide and is prohibited from using Customer Data, Professional Services Data, or Personal Data for any other purpose. Microsoft will ensure that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required of Microsoft by the DPA, including the limitations on disclosure of Processed Data. Microsoft agrees to oversee the Subprocessors to ensure that these contractual obligations are met.

From time to time, Microsoft may engage new Subprocessors. Microsoft will give Customer notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Subprocessor at least 6 months in advance of providing that Subprocessor with access to Customer Data. Additionally, Microsoft will give Customer notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Subprocessor at least 30 days in advance of providing that Subprocessor with access to Professional Services Data or Personal Data other than that which is contained in Customer Data. If Microsoft engages a new Subprocessor for a new Product or Professional Service that processes Customer Data, Professional Services Data, or Personal Data, Microsoft will give Customer notice prior to availability of that Product or Professional Service.

If Customer does not approve of a new Subprocessor for an Online Service or Professional Services, then Customer may terminate any subscription for the affected Online Service or the applicable Statements of Service for the applicable Professional Service, respectively, without penalty or termination fee by providing, before the end of the relevant notice period, written notice of termination. If Customer does not approve of a new Subprocessor for Software, and Customer cannot reasonably avoid use of the Subprocessor by restricting Microsoft from processing data as set forth in the documentation or this DPA, then Customer may terminate any license for the affected software product without penalty by providing, before the end of the relevant notice period, written notice of termination. Customer may also include an explanation of the grounds for non-approval together with the termination notice, in order to permit Microsoft to re-evaluate any such new Subprocessor based on the applicable concerns. If the affected Product is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for any subscriptions or other applicable unpaid work for the terminated Products or Services from subsequent invoices to Customer or its reseller.

Educational Institutions

If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Microsoft acknowledges that for the purposes of the DPA, Microsoft is a “school official” with “legitimate educational interests” in the Customer Data and Professional Services Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

Customer understands that Microsoft may possess limited or no contact information for Customer’s students and students’ parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user’s use of the Products and Services that may be required by applicable law and to convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student’s parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data and Professional Services Data in Microsoft’s possession as may be required under applicable law.

CJIS Customer Agreement

Microsoft provides certain government cloud services (“Covered Services”) in accordance with the FBI Criminal Justice Information Services (“CJIS”) Security Policy (“CJIS Policy”). The CJIS Policy governs the use and transmission of criminal justice information. All Microsoft CJIS Covered Services shall be governed by the terms and conditions in the CJIS Customer Agreement located here: <http://aka.ms/CJISCustomerAgreement>.

HIPAA Business Associate

If Customer is a “covered entity” or a “business associate” and includes “protected health information” in Customer Data or Professional Services Data, as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, “HIPAA”), execution of Customer’s volume licensing agreement includes execution of the HIPAA Business Associate Agreement (“BAA”). The full text of the BAA identifies the Online Services or Professional Services to which it applies and is available at <http://aka.ms/BAA>. Customer may opt out of the BAA by sending the following information to Microsoft in a written notice (under the terms of the Customer’s volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out; and
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the opt out applies.

California Consumer Privacy Act (CCPA)

If Microsoft is processing Personal Data within the scope of the CCPA, Microsoft makes the following additional commitments to Customer. Microsoft will process Customer Data, Professional Services Data, and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in the DPA Terms and as permitted under the CCPA, including under any “sale” exemption. In no event will Microsoft sell any such data. These CCPA terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the DPA Terms, Product Terms, or other agreement between Microsoft and Customer.

Biometric Data

If Customer uses Products and Services to process Biometric Data, Customer is responsible for: (i) providing notice to data subjects, including with respect to retention periods and destruction; (ii) obtaining consent from data subjects; and (iii) deleting the Biometric Data, all as appropriate and required under applicable Data Protection Requirements. Microsoft will process that Biometric Data following Customer’s documented instructions (as described in the “Processor and Controller Roles and Responsibilities” section above) and protect that Biometric Data in accordance with the data security and protection terms under this DPA. For purposes of this section, “Biometric Data” will have the meaning set forth in Article 4 of the GDPR and, if applicable, equivalent terms in other Data Protection Requirements.

Supplemental Professional Services

When used in the sections listed below, the defined term “Professional Services” includes Supplemental Professional Services, and the defined term “Professional Services Data” includes data obtained for Supplemental Professional Services.

For Supplemental Professional Services, the following sections of the DPA apply in the same manner as they apply to Professional Services: “Introduction”, “Compliance with Laws”, “Nature of Processing; Ownership”, “Disclosure of Processed Data”, “Processing of Personal Data; GDPR”, the first paragraph of “Security Practices and Policies”, “Customer Responsibilities”, “Security Incident Notification”, “Data Transfer” (including the terms regarding the 2010 Standard Contractual Clauses and 2021 Standard Contractual Clauses), the third paragraph of “Data Retention and Deletion”, “Processor Confidentiality Commitment”, “Notice and Controls on use of Subprocessors”, “HIPAA Business Associate” (to the extent applicable in the BAA), “California Consumer Privacy Act (CCPA)”, “Biometric Data”, “How to Contact Microsoft”, “Appendix B – Data Subjects and Categories of Personal Data”, and “Appendix C – Additional Safeguards Addendum”.

How to Contact Microsoft

If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft's Privacy web form, located at <http://go.microsoft.com/?linkid=9846224>. Microsoft's mailing address is:

Microsoft Enterprise Service Privacy

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft's data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

Microsoft Ireland Operations, Ltd.

Attn: Data Protection
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18, D18 P521, Ireland

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Appendix A – Security Measures

Microsoft has implemented and will maintain for Customer Data in the Core Online Services and Professional Services Data the following security measures, which in conjunction with the security commitments in this DPA (including the GDPR Terms), are Microsoft's only responsibility with respect to the security of that data.

Domain	Practices
Organization of Information Security	<p>Security Ownership. Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.</p> <p>Security Roles and Responsibilities. Microsoft personnel with access to Customer Data or Professional Services Data are subject to confidentiality obligations.</p> <p>Risk Management Program. Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service and before processing Professional Service Data or launching the Professional Services.</p> <p>Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.</p>
Asset Management	<p>Asset Inventory. Microsoft maintains an inventory of all media on which Customer Data or Professional Services Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.</p> <p>Asset Handling</p> <ul style="list-style-type: none"> - Microsoft classifies Customer Data and Professional Services Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and Professional Services Data and has procedures for disposing of printed materials that contain such data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data or Professional Services Data on portable devices, remotely accessing such data, or processing such data outside Microsoft's facilities.
Human Resources Security	<p>Security Training. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.</p>
Physical and Environmental Security	<p>Physical Access to Facilities. Microsoft limits access to facilities where information systems that process Customer Data or Professional Services Data are located to identified authorized individuals.</p> <p>Physical Access to Components. Microsoft maintains records of the incoming and outgoing media containing Customer Data or Professional Services Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of such data they contain.</p> <p>Protection from Disruptions. Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.</p> <p>Component Disposal. Microsoft uses industry standard processes to delete Customer Data and Professional Services Data when it is no longer needed.</p>
Communications and Operations Management	<p>Operational Policy. Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data or Professional Services Data.</p> <p>Data Recovery Procedures</p> <ul style="list-style-type: none"> - On an ongoing basis, but in no case less frequently than once a week (unless no updates have occurred during that period), Microsoft maintains multiple copies of Customer Data and Professional Services Data from which such data can be recovered. - Microsoft stores copies of Customer Data and Professional Services Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data and Professional Services Data are located. - Microsoft has specific procedures in place governing access to copies of Customer Data and Professional Services Data. - Microsoft reviews data recovery procedures at least every six months, except for data recovery procedures for Professional Services and for Azure Government Services, which are reviewed every twelve months.

Domain	Practices
	<ul style="list-style-type: none"> - Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process. <p>Malicious Software. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data and Professional Services Data, including malicious software originating from public networks.</p> <p>Data Beyond Boundaries</p> <ul style="list-style-type: none"> - Microsoft encrypts, or enables Customer to encrypt, Customer Data and Professional Services Data that is transmitted over public networks. - Microsoft restricts access to Customer Data and Professional Services Data in media leaving its facilities. <p>Event Logging. Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data or Professional Services Data, registering the access ID, time, authorization granted or denied, and relevant activity.</p>
Access Control	<p>Access Policy. Microsoft maintains a record of security privileges of individuals having access to Customer Data or Professional Services Data.</p> <p>Access Authorization</p> <ul style="list-style-type: none"> - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data or Professional Services Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data or Professional Services Data, the individuals have separate identifiers/log-ins. <p>Least Privilege</p> <ul style="list-style-type: none"> - Technical support personnel are only permitted to have access to Customer Data and Professional Services Data when needed. - Microsoft restricts access to Customer Data and Professional Services Data to only those individuals who require such access to perform their job function. <p>Integrity and Confidentiality</p> <ul style="list-style-type: none"> - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. <p>Authentication</p> <ul style="list-style-type: none"> - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly. - Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. <p>Network Design. Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data or Professional Services Data they are not authorized to access.</p>

Domain	Practices
Information Security Incident Management	<p>Incident Response Process</p> <ul style="list-style-type: none"> - Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. - For each security breach that is a Security Incident, notification by Microsoft (as described in the “Security Incident Notification” section above) will be made without undue delay and, in any event, within 72 hours. - Microsoft tracks, or enables Customer to track, disclosures of Customer Data and Professional Services Data, including what data has been disclosed, to whom, and at what time. <p>Service Monitoring. Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.</p>
Business Continuity Management	<ul style="list-style-type: none"> - Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data or Professional Services Data are located. - Microsoft’s redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data and Professional Services Data in its original or last-replicated state from before the time it was lost or destroyed.

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Appendix B – Data Subjects and Categories of Personal Data

Data subjects: Data subjects include the Customer's representatives and end-users including employees, contractors, collaborators, and customers of the Customer. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by Microsoft. Microsoft acknowledges that, depending on Customer's use of the Products and Services, Customer may elect to include personal data from any of the following types of data subjects in the personal data:

- Employees, contractors and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of data: The personal data that is included in e-mail, documents and other data in an electronic form in the context of the Products and Services. Microsoft acknowledges that, depending on Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the personal data:

- Basic personal data (for example place of birth, street name and house number (address), postal code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location and organizations);

- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified in Article 4 of the GDPR.

Appendix C – Additional Safeguards Addendum

By this Additional Safeguards Addendum to the DPA (this “Addendum”), Microsoft provides additional safeguards to Customer for the processing of personal data, within the scope of the GDPR, by Microsoft on behalf of Customer and additional redress to the data subjects to whom that personal data relates.

This Addendum supplements and is made part of, but is not in variation or modification of, the DPA.

1. Challenges to Orders. In the event Microsoft receives an order from any third party for compelled disclosure of any personal data processed under this DPA, Microsoft shall:

- a. use every reasonable effort to redirect the third party to request data directly from Customer;
- b. promptly notify Customer, unless prohibited under the law applicable to the requesting third party, and, if prohibited from notifying Customer, use all lawful efforts to obtain the right to waive the prohibition in order to communicate as much information to Customer as soon as possible; and
- c. use all lawful efforts to challenge the order for disclosure on the basis of any legal deficiencies under the laws of the requesting party or any relevant conflicts with applicable law of the European Union or applicable Member State law.

If, after the steps described in a. through c. above, Microsoft or any of its affiliates remains compelled to disclose personal data, Microsoft will disclose only the minimum amount of that data necessary to satisfy the order for compelled disclosure.

For purpose of this section, lawful efforts do not include actions that would result in civil or criminal penalty such as contempt of court under the laws of the relevant jurisdiction.

2. Indemnification of Data Subjects. Subject to Sections 3 and 4, Microsoft shall indemnify a data subject for any material or non-material damage to the data subject caused by Microsoft’s disclosure of personal data of the data subject that has been transferred in response to an order from a non-EU/EEA government body or law enforcement agency in violation of Microsoft’s obligations under Chapter V of the GDPR (a “Relevant Disclosure”). Notwithstanding the foregoing, Microsoft shall have no obligation to indemnify the data subject under this Section 2 to the extent the data subject has already received compensation for the same damage, whether from Microsoft or otherwise.

3. Conditions of Indemnification. Indemnification under Section 2 is conditional upon the data subject establishing, to Microsoft’s reasonable satisfaction, that:

- a. Microsoft engaged in a Relevant Disclosure;
- b. the Relevant Disclosure was the basis of an official proceeding by the non-EU/EEA government body or law enforcement agency against the data subject; and
- c. the Relevant Disclosure directly caused the data subject to suffer material or non-material damage.

The data subject bears the burden of proof with respect to conditions a. through c.

Notwithstanding the foregoing, Microsoft shall have no obligation to indemnify the data subject under Section 2 if Microsoft establishes that the Relevant Disclosure did not violate its obligations under Chapter V of the GDPR.

4. Scope of Damages. Indemnification under Section 2 is limited to material and non material damages as provided in the GDPR and excludes consequential damages and all other damages not resulting from Microsoft’s infringement of the GDPR.

5. Exercise of Rights. Rights granted to data subjects under this Addendum may be enforced by the data subject against Microsoft irrespective of any restriction in Clauses 3 or 6 of the Standard Contractual Clauses. The data subject may only bring a claim under this Addendum on an individual basis, and not part of a class, collective, group or representative action. Rights granted to data subjects under this Addendum are personal to the data subject and may not be assigned.

6. Notice of Change. Microsoft agrees and warrants that it has no reason to believe that the legislation applicable to it or its sub-processors, including in any country to which personal data is transferred either by itself or through a sub-processor, prevents it from fulfilling the instructions received from the data exporter and its obligations under this Addendum, the 2010 Standard Contractual Clauses, or the 2021 Standard Contractual Clauses and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by this Addendum or the Standard Contractual Clauses, it will promptly notify the change to Customer as soon as it is aware, in which case Customer is entitled to suspend the transfer of data and/or terminate the contract.

7. Termination. This Addendum shall automatically terminate if the European Commission, a competent Member State supervisory authority, or an EU or competent Member State court approves a different lawful transfer mechanism that would be applicable to the personal data in the Customer Data, Professional Services Data, or other Personal Data that is processed under the DPA (and if such mechanism applies only to some of

that data, this Addendum will terminate only with respect to that data) and that does not require the additional safeguards set forth in this Addendum.

Attachment 1 – The 2010 Standard Contractual Clauses (Processors)

Execution of the volume licensing agreement by Customer includes execution of this Attachment 1, which is countersigned by Microsoft Corporation. This Attachment 1 is in addition to Microsoft's execution of the 2021 Standard Contractual Clauses. In the case of any inconsistency between this Attachment 1 and the 2021 Standard Contractual Clauses, the inconsistency shall be resolved so as to provide an adequate level of data protection for the Customer Data, Professional Services Data, and Personal Data under applicable law. In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.

Beginning May 25, 2018, and thereafter, references to various Articles from the Directive 95/46/EC in the Standard Contractual Clauses below will be treated as references to the relevant and appropriate Articles in the GDPR.

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Microsoft Corporation (as data importer, whose signature appears below), each a "party," together "the parties," have agreed on the following Contractual Clauses (the "Clauses" or "Standard Contractual Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1: Definitions

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below which forms an integral part of the Clauses.

Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on

the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5: Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6: Liability

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7: Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8: Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9: Governing Law.

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11: Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

Data exporter: Customer is the data exporter. The data exporter is a user of Products or Professional Services as defined in the DPA and Product Terms.

Data importer: The data importer is MICROSOFT CORPORATION, a global producer of software and services.

Data subjects: Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter as detailed in Appendix B to the DPA.

Categories of data: The personal data transferred that is included in e-mail, documents, and other data in an electronic form in the context of the Products or Professional Services. Microsoft acknowledges that, depending on Customer's use of the Products or Professional Services, Customer may elect to include personal data from any of the categories detailed in Appendix B to the DPA.

Processing operations: The personal data transferred will be subject to the following basic processing activities:

a. Duration and Object of Data Processing. The duration of data processing shall be for the term designated under the applicable volume licensing agreement between data exporter and the Microsoft entity to which these Standard Contractual Clauses are annexed ("Microsoft"). The objective of the data processing is the performance of Products and Services.

b. Scope and Purpose of Data Processing. The scope and purpose of processing personal data is described in the "Processing of Personal Data; GDPR" section of the DPA. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities in accordance with the "Security Practices and Policies" section of the DPA.

c. Customer Data and Personal Data Access. For the term designated under the applicable volume licensing agreement data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide data exporter with the ability to correct, delete, or block Customer Data and personal data, or (2) make such corrections, deletions, or blockages on its behalf.

d. Data Exporter's Instructions. For Products and Services, data importer will only act upon data exporter's instructions as conveyed by Microsoft.

e. Customer Data and Personal Data Deletion or Return. Upon expiration or termination of data exporter's use of Products or Professional Services, it may extract Customer Data and personal data and data importer will delete Customer Data and personal data, each in accordance with the DPA Terms applicable to the agreement.

Subcontractors: In accordance with the DPA, the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data and personal data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data and personal data for any other purpose.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. Personnel. Data importer's personnel will not process Customer Data or personal data without authorization. Personnel are obligated to maintain the confidentiality of any such Customer Data and personal data and this obligation continues even after their engagement ends.

2. Data Privacy Contact. The data privacy officer of the data importer can be reached at the following address:

Microsoft Corporation
Attn: Chief Privacy Officer
1 Microsoft Way
Redmond, WA 98052 USA

3. Technical and Organization Measures. The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data and personal data, as defined in the Security Practices and Policies section of the DPA, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows: The technical and organizational measures, internal controls, and information security routines set forth in the Security Practices and Policies section of the DPA are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

Signing the Standard Contractual Clauses, Appendix 1, and Appendix 2 on behalf of the data importer:

Signature  851B7BFC2840456
DocuSigned By: Rajesh Jha

Rajesh Jha, Executive Vice President

Microsoft Corporation

One Microsoft Way, Redmond WA, USA 98052

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Attachment 2 – European Union General Data Protection Regulation Terms

Microsoft makes the commitments in these GDPR Terms, to all customers effective May 25, 2018. These commitments are binding upon Microsoft with regard to Customer regardless of (1) the version of the Product Terms and DPA that is otherwise applicable to any given Product subscription or license, or (2) any other agreement that references this attachment.

For purposes of these GDPR Terms, Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor. These GDPR Terms apply to the processing of Personal Data, within the scope of the GDPR, by Microsoft on behalf of Customer. These GDPR Terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the Product Terms or other agreement between Microsoft and Customer. These GDPR Terms do not apply where Microsoft is a controller of Personal Data.

Relevant GDPR Obligations: Articles 28, 32, and 33

1. Microsoft shall not engage another processor without prior specific or general written authorisation of Customer. In the case of general written authorisation, Microsoft shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes. (Article 28(2))
2. Processing by Microsoft shall be governed by these GDPR Terms under European Union (hereafter “Union”) or Member State law and are binding on Microsoft with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of data subjects and the obligations and rights of the Customer are set forth in the Customer’s licensing agreement, including these GDPR Terms. In particular, Microsoft shall:
 - (a) process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which Microsoft is subject; in such a case, Microsoft shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) take all measures required pursuant to Article 32 of the GDPR;
 - (d) respect the conditions referred to in paragraphs 1 and 3 for engaging another processor;
 - (e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer’s obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III of the GDPR;
 - (f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Microsoft;
 - (g) at the choice of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
 - (h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

Microsoft shall immediately inform Customer if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions. (Article 28(3))

3. Where Microsoft engages another processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in these GDPR Terms shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, Microsoft shall remain fully liable to the Customer for the performance of that other processor’s obligations. (Article 28(4))

4. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and Microsoft shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- (a) the pseudonymisation and encryption of Personal Data;

- (b)** the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c)** the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- (d)** a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. (Article 32(1))

5. In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. (Article 32(2))

6. Customer and Microsoft shall take steps to ensure that any natural person acting under the authority of Customer or Microsoft who has access to Personal Data does not process them except on instructions from Customer, unless he or she is required to do so by Union or Member State law. (Article 32(4))

7. Microsoft shall notify Customer without undue delay after becoming aware of a Personal Data breach. (Article 33(2)). Such notification will include that information a processor must provide to a controller under Article 33(3) to the extent such information is reasonably available to Microsoft.

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+
SELWYN HOLLINS
Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT


1100 North Eastern Avenue
Los Angeles, California 90063

"Trusted Partner and Provider of Choice"

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

November 3, 2021

To: Supervisor Hilda Solis, Chair
Supervisor Holly Mitchell
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Selwyn Hollins 
Director

NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE NEGOTIATIONS WITH MICROSOFT CORPORATION FOR HIGHLY SPECIALIZED TECHNICAL SUPPORT SERVICES

This is to advise your Board of the Internal Services Department's (ISD) intent to enter into sole source negotiations for a contract with Microsoft Corporation (Microsoft) to replace the existing Microsoft Premier Support Services (PSS) contract, which provides highly technical advisory and support services for County departments.

BACKGROUND

On June 30, 2015, your Board awarded the PSS contract to Microsoft which provides access to internal Microsoft resources and highly technical advisory and support services to County departments. PSS includes technical planning and assessments, third-tier product support that provides direct high-end technical engineering resources and dedicated in the design and deployment of Microsoft products and technologies. ISD administers the PSS contract, and the current contract expires on June 29, 2022.

JUSTIFICATION

Microsoft is the sole provider for certain proprietary Microsoft support services. The proprietary services are developed in conjunction with Microsoft product groups and contain intellectual property that can only be provided by Microsoft. The scope of services will allow Microsoft to provide support services to the County to address emergent and time-sensitive consulting and performance management needs.

Therefore, a sole source contract with Microsoft is necessary to ensure that essential support services continue to be available and to allow the County to take advantage of cost saving solutions provided under the new Microsoft Unified Support Services program.

On October 15, 2021, ISD released a Request for Information (RFI) to survey the market for companies that can provide both support and consulting services for Microsoft products and technologies to determine the feasibility of releasing a competitive solicitation for the replacement services. Pending the responses received, it is ISD's intent to unbundle the current Microsoft services contract, and divide the contracted services into multiple smaller contracts as a viable procurement strategy to encourage small, local, and diverse business utilization. However, there will still be a need for a sole source contract with Microsoft to provide technical engineering resources and support services for customized and proprietary software.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for a new, or replacement, Board approved contract at least six months prior to the contract's expiration date. The subject contract expires on June 29, 2022; therefore, this notice is within the time frames required by the policy.

CONCLUSION

Unless otherwise instructed by your Board, ISD will proceed with negotiations of the replacement contract with Microsoft Corporation. ISD will work closely with County Counsel, Chief Information Officer and the Chief Executive Office during the contracting process.

If you have any questions, please call me at (323) 267-2101, via email: shollins@isd.lacounty.gov, or your staff may contact Christie Carr, Contract Manager, at (323) 267-3101, via email: ccarr@isd.lacounty.gov.

SH:MO:LG:CC:ew

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

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

April 27, 2022

To: Linh Mok, Budget Manager
Chief Executive Office

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

**JUSTIFICATION FOR SOLE A SOURCE CONTRACT FOR
MICROSOFT UNIFIED SUPPORT AND CONSULTING SERVICES**

This is to provide justification of the Internal Services Department's (ISD), with advice from County Counsel (CC), intent to award a new sole source contract with Microsoft Corporation (Microsoft).

BACKGROUND

On June 30, 2015, the Board awarded the Premier Support Services (PSS) agreement to Microsoft Corporation which provides access to internal Microsoft resources and highly technical advisory and support services to County departments. PSS includes technical planning and assessments, third-tier product support that provides direct high-end technical engineering resources and dedicated in the design and deployment of Microsoft products and technologies.

JUSTIFICATION

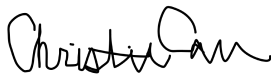
The maintenance/support that comes with Microsoft commercial software licenses is limited to software updates, bug fixes, and software/security patches. As such, County departments have been acquiring Microsoft support services through support specific contracts since 2005.

Microsoft is the sole provider for certain proprietary Microsoft support and consulting services. The proprietary services are developed in conjunction with Microsoft product groups and contain intellectual property that can only be provided by Microsoft. The scope of services in the recommended contract will allow Microsoft to provide support services to the County to address emergent and time-sensitive consulting and performance management needs. Therefore, a sole source contract with Microsoft is necessary to ensure that essential support services continue to be available.

CONCLUSION

On November 9, 2021, in compliance with Board Policy 5.100, Sole Source Contracts, ISD provided notification to the Board of its intent to enter into sole source negotiations for a contract with Microsoft to replace the existing contract, which provides highly technical advisory and support services for County departments. The notice was within the time frames required by the policy. During the contract development and negotiations process ISD worked closely with the CIO and County Counsel to ensure the contract best meets the needs of the County. In accordance with the Board's Policy, the Sole Source Justification and corresponding Sole Source Checklist herein is requested for CEO review and approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Christie Carr". The signature is fluid and cursive, with the first name "Christie" and last name "Carr" clearly distinguishable.

Christie Carr
ISD Contract Manager

Attachment

SOLE SOURCE CHECKLIST

Department Name: Internal Services Department

- ☒ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved:

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

Sheila Williams

Digitally signed by Sheila Williams
Date: 2022.04.28 11:42:01 -0700

Chief Executive Office

Date

Community Business Enterprise Program Information

FIRM INFORMATION*		MICROSOFT CORPORATION	
BUSINESS STRUCTURE		Corporation	
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP	
OWNERS/PARTNERS	Black/African American	PUBLICLY TRADED COMPANY (Numbers not available)	
	Hispanic/Latino		
	Asian or Pacific Islander		
	American Indian		
	Filipino		
	White		
	<i>Female (included above)</i>		
			NUMBER
MANAGER	Black/African American		
	Hispanic/Latino		
	Asian or Pacific Islander		
	American Indian		
	Filipino		
	White		
	<i>Female (included above)</i>		
STAFF	Black/African American		
	Hispanic/Latino		
	Asian or Pacific Islander		
	American Indian		
	Filipino		
	White		
	<i>Female (included above)</i>		
Total # of Employees			
COUNTY CERTIFICATION			
CBE		N	
LSBE		N	
OTHER CERTIFYING AGENCY			

*On final analysis and consideration of award, vendor was selected without regard to race, creed or color.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/11/2022							
BOARD MEETING DATE	6/8/2022							
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)	CHIEF EXECUTIVE OFFICE							
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS							
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								
COST & FUNDING	<table border="1" style="width:100%"> <tr> <td style="width:50%"> Total cost: \$375,000 (all funds) \$205,000 (NCC) </td><td style="width:50%"> Funding source: </td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$375,000 (all funds) \$205,000 (NCC)	Funding source:	TERMS (if applicable):		Explanation:	
Total cost: \$375,000 (all funds) \$205,000 (NCC)	Funding source:							
TERMS (if applicable):								
Explanation:								
PURPOSE OF REQUEST								
BACKGROUND (include internal/external issues that may exist including any related motions)	<ol style="list-style-type: none"> 1. Addition of two (2) unclassified classifications: <ul style="list-style-type: none"> • Assistant Director, District Attorney (UC) (9959) (R16) \$14,042.39 - \$21,838.78 (Control Point: 18,133.67) • Director, Department of Economic Opportunity (UC) (8236) (R15) \$13,062.68 - \$20,315.14 (Control Point: \$16,868.53) 2. Addition of five (5) employee classifications: <ul style="list-style-type: none"> • County Career Transition Program Intern – Administration (8270) (NMO, 82B) \$3,881.55 - \$5,229.00 • Career Transition Program Intern – Information Technology (8271) (NMO, 80J) \$3,742.45 - \$5,038.91 • Youth Development Ambassador (8298) (NMO, 101A) \$6,479.00 - \$8,731.00 • Youth Development Supervisor (8302) (NMO, 112B) \$8,752.82 - \$11,795.36 • Youth Development Manager (8305) (S12) \$10,514.55 - \$16,352.24 (Control Point: \$13,577.97) 3. Deletion of one (1) non-represented classification: <ul style="list-style-type: none"> • Director, Medical Services, Sheriff (8088) 4. Title Change for one (1) unclassified classification: <ul style="list-style-type: none"> • Director of Workforce Development, Aging and Community Services (8239) is being title changed to Director, Aging and Disabilities Department (UC). 5. Reclassification of 21 positions in the Departments Chief Executive Officer, Children and Family Services, Fire, Human Resources, Mental Health, Probation, and Regional Planning. 							
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: Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov							



CEO June 8, 2022 General Reclass Board Letter Summary

CEO Classification/Compensation Contact Information:

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This Board Letter includes:

1. Addition of two (2) unclassified classifications
 - Assistant Director, District Attorney (UC) (9959) (R16) \$14,042.39 - \$21,838.78 (Control Point: 18,133.67)
This classification is being established for the District Attorney's Office. This position will report to the District Attorney and will be responsible for planning, assigning, and overseeing, through subordinate managers, the Administrative Services, Employee Relations, and Victim Services Bureaus, as well as other administrative support functions.
 - Director, Department of Economic Opportunity (UC) (8236) (R15) \$13,062.68 - \$20,315.14 (Control Point: \$16,868.53)
This classification is being created for the soon to be established Department of Economic Opportunity. This position will direct and oversee the new Department of Economic Opportunity, which includes a full range of economic and workforce programs established to administer assistance, provide economic data and analysis, and meet the needs of the evolving workforce in the County of Los Angeles.
2. Addition of five (5) new employee classifications
 - County Career Transition Program Intern – Administration (8270) (NMO, 82B) \$3,881.55 - \$5,229.00
 - Career Transition Program Intern – Information Technology (8271) (NMO, 80J) \$3,742.45 - \$5,038.91
These two (2) classifications are being established for the Internal services Department (ISD). These new internship classes are being created in support of the County Career Transition Program to allow ISD to help enable employees to bridge over to a different career track that leads to employment in other professional job classifications. This will provide opportunities for lower-level employees to access higher-level career paths with better salaries.
 - Youth Development Ambassador (8298) (NMO, 101A) \$6,479.00 - \$8,731.00
 - Youth Development Supervisor (8302) (NMO, 112B) \$8,752.82 - \$11,795.36
 - Youth Development Manager (8305) (S12) \$10,514.55 - \$16,352.24 (Control Point: \$13,577.97)
These three (3) classifications are being created for the soon to be established Department of Youth Development. These new classes will expand the Youth Development series by adding the entry, supervisory, and managerial levels performing various levels of work coordinating and facilitating service delivery, information-sharing, communication, and collaboration among relevant community partners for the Department of Youth Development to be established on July 1, 2022.
3. Deletion of one (1) non-represented classification
 - Director, Medical Services, Sheriff (8088)
4. Title Change of one (1) unclassified classification:
The Director of Workforce Development, Aging and Community Services (8239) class is being title changed to Director, Aging and Disabilities Department (UC). The new title will reflect the mission of the soon to be established Aging and Disabilities Department.
5. Reclassification of 21 positions in the Departments of Chief Executive Officer (CEO), Children and Family Services, Fire, Human Resources, Mental Health, Probation, and Regional Planning.



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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

June 8, 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:

COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by adding two (2) new unclassified classifications and five (5) new employee classifications; deleting one (1) non-represented classification; changing the title of one (1) unclassified classification; and reclassifying positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add two (2) new unclassified classifications, one (1) for the District Attorney's Office and the other for the soon to be established Department of Economic Opportunity; add five (5) new employee classifications, two (2) for the Internal Services Department (ISD) and three (3) for the soon to be established Department of Youth Development; delete one (1) non-represented classification; change the title of one (1) unclassified classification; and reclassify 21 positions in the Departments of Chief Executive Officer (CEO), Children and Family Services, Fire, Human Resources, Mental Health, Probation, and Regional Planning.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

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

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

New Unclassified Classifications

We are recommending the establishment of the Assistant Director, District Attorney (UC) (Item No. 9959) classification at Management Appraisal and Performance Plan, Salary Schedule R16 (Attachment A). This position will report to the District Attorney and will be responsible for planning, assigning, and overseeing, through subordinate managers, the Administrative Services, Employee Relations, and Victim Services Bureaus, and other administrative support functions. This position will provide executive leadership in policy, procedure, and program development for these areas, in addition to oversight and direction of departmental grants applications and expenditure monitoring, emergency response, operation continuity, and recovery planning, and preparation of Public Records Act request responses. This position will also serve as the District Attorney's liaison with elected officials, representatives of other County departments, and represented employee organizations on complex and sensitive administrative matters impacting the department. The CEO proposed salary recommendation is based on internal alignment considerations.

We are recommending the establishment of the Director, Department of Economic Opportunity (UC) (Item No. 8236) classification (Attachment A). On April 20, 2021, the Board directed the CEO, Workforce Development, Aging and Community Services (WDACS), Auditor-Controller, and other relevant departments to implement a phased approach to begin working towards establishing two (2) new departments - the Aging and Disabilities Department and the Department of Economic Opportunity. The Director, Department of Economic Opportunity (UC) will direct and oversee the new Department of Economic Opportunity, which includes a full range of economic and workforce programs established to administer assistance, provide economic data and analysis, and meet the needs of the evolving workforce in the County of Los Angeles.

New Employee Classifications

We are recommending the establishment of two (2) new employee classifications, County Career Transition Program Intern – Administration (Item No. 8270) and County Career Transition Program Intern – Information Technology (Item No. 8271) (Attachment A). On June 8, 2021, the Board adopted a motion by Supervisor Hilda L. Solis authorizing ISD, in consultation with the CEO, to determine the feasibility of creating a County Career Transition Program. The program will provide current County employees with expanded options for a civil service career change, which can offer more pathways for women to advance in non-traditional occupations where they comprise less than 25 percent of the workforce and new pathways for individuals in unskilled jobs who often have limited choices for career growth. In support of this program, we are recommending the creation of two (2) new internship classifications to allow ISD to help enable employees to bridge over to a different career track that leads to employment in other professional job classifications, such as Facilities Project Manager, Administrative Service Manager, Building Complex Manager, and positions in the field of information technology. This will provide opportunities for employees to access higher-level career paths with better salaries.

We are recommending the establishment of the Youth Development Ambassador (Item No. 8298), Youth Development Supervisor (Item No. 8302), and Youth Development Manager (Item No. 8305) classifications (Attachment A). These new classes will supplement the Youth Development Specialist class that was previously established on our April 5, 2022 Board Letter and will expand the Youth Development series by adding the entry, supervisory, and managerial levels performing various levels of work coordinating and facilitating service delivery, information-sharing, communication, and collaboration among relevant community partners for the Department of Youth Development to be established on July 1, 2022.

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of one (1) non-represented classification from the Classification Plan (Attachment A). The affected department has been informed and concurs with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Title Change

We are recommending a title change for the Director of Workforce Development, Aging and Community Services (Item No. 8239) to Director, Aging and Disabilities Department (UC) (Attachment A). The new title will reflect the mission of the soon to be established Aging and Disabilities Department. This position will oversee and be responsible for implementing programs and initiatives to improve outreach and outcomes for Aging and Adult Services throughout the County of Los Angeles.

Reclassifications

There are 21 positions in seven (7) departments being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately classified in the recommended classes.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The projected budgeted annual cost resulting from these recommended actions is estimated to total \$375,000 (all funds). Net County cost is estimated to be \$205,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC:AYH
JR:CL:mmg

Enclosures

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

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

UNCLASSIFIED CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	9959	Assistant Director, District Attorney (UC)	N23	R16
Savings/ Megaflex	8236	Director, Department of Economic Opportunity (UC)	N23	R15

CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Horizons/ Options	8270	County Career Transition Program Intern – Administration	NMO	82B
Horizons/ Options	8271	County Career Transition Program Intern – Information Technology	NMO	80J
Savings/ Megaflex	8298	Youth Development Ambassador	NMO	101A
Savings/ Megaflex	8305	Youth Development Manager	N23	S12
Savings/ Megaflex	8302	Youth Development Supervisor	NMO	112B

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
8088	Director, Medical Services, Sheriff

UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
8239	Director of Workforce Development, Aging and Community Services	Director, Aging and Disabilities Department (UC)

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

CHIEF EXECUTIVE OFFICER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Chief Program Specialist, CEO Item No. 0819A NMO 116A Non-Represented	1	Principal Analyst, CEO Item No. 0830A N35MO 117A Non-Represented
1	Personnel Assistant Item No. 1890A NMO 82L Non-Represented	1	Program Specialist I, CEO Item No. 0815A NMO 95A Non-Represented
1	Senior Secretary V Item No. 2104A NMO 92G Non-Represented	1	Program Aid II, CEO Item No. 0824A NMO 82B Non-Represented
1	Senior Secretary V Item No. 2104A NMO 92G Non-Represented	1	Program Specialist II, CEO Item No. 0816 NMO 99A Non-Represented

The subject Chief Program Specialist, CEO position is assigned to the Homeless and Affordable Housing Division. The position is responsible for overseeing the Los Angeles Homeless Services Authority administration of Measure H funding; overseeing the development and revision of Measure H fiscal policies and procedures in consultation with the Auditor-Controller; managing the Affordable Housing Budget; and directing the administration and monitoring for the Homeless Initiative and Affordable Housing programs. The duties and responsibilities of the subject position meet the classification criteria for Principal Analyst, CEO, a class that provides expert professional guidance to the CEO in the planning, coordination, and direction of major county programs and initiatives. Therefore, we recommend upward reallocation to Principal Analyst, CEO.

The subject Personnel Assistant position is assigned to the Risk Management Division. The position is responsible for performing administrative functions related to the Workers' Compensation Finance group including reviewing, verifying, and updating vendor information; reviewing and reconciling payment transfer requests from Third Party Administrators; and responding to general inquiries from Workers' Compensation claimants. The duties and responsibilities of the subject position meet the classification criteria for Program Specialist I, CEO, a class that carries out assignments in programs such as administrative investigation, risk management, employee relations, emergency management, productivity, protocol, budget, legislation, workplace programs, and

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

CHIEF EXECUTIVE OFFICER (continued)

Countywide marketing. Therefore, we recommend upward reallocation to Program Specialist I, CEO.

The first subject Senior Secretary V position is assigned to the Classification and Compensation Division within the Administrative Services Branch. The position is responsible for providing administrative and high-level clerical support to the division senior manager; maintaining and organizing electronic files; data entry and extraction from Classification and Compensation-specific databases, systems, and logs; appointment and meeting coordination; and document coordination. The duties and responsibilities of the subject position meet the classification criteria for Program Aid II, CEO, a class that provides highly-specialized support services, under general supervision, to staff in the CEO. Therefore, we recommend downward reallocation to Program Aid II, CEO.

The second subject Senior Secretary V position is also assigned to the Classification and Compensation Division within the Administrative Services Branch. The position is responsible for facilitating Board Letter and ordinance changes for classification and compensation adjustments; drafting Board Letters and associated ordinances to reflect classification and compensation actions; serving as liaison to County Counsel and the Executive Office of the Board for ordinance changes and Board Letter submissions; and drafting communications with departments and union representatives regarding classification and compensation adjustments. The duties and responsibilities of the subject position meet the classification criteria for Program Specialist II, CEO, a class that analyzes and makes recommendations, under general supervision, for the solution of problems in the administration of specialized Countywide programs. Therefore, we recommend upward reallocation to Program Specialist II, CEO.

CHILDREN AND FAMILY SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Intermediate Typist-Clerk Item No. 2214A NMVO 72B Represented	1	Management Assistant Item No. 0904A N3 87A Non-Represented
1	Senior Secretary III Item No. 2102A NMO 88G Non-Represented	1	Management Secretary III Item No. 2109A NMO 92G Non-Represented

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

CHILDREN AND FAMILY SERVICES (Continued)

The subject Intermediate Typist-Clerk position is located in the Executive Office, Inter-Agency Council on Child Abuse and Neglect (ICAN) and reports directly to the Executive Director, ICAN (UC). The position is responsible for creating management reports, data mapping, budgetary spreadsheets, and survey summaries; analyzing information using qualitative and/or quantitative analytical methods to understand and make conclusions based upon large amounts of information; and applying federal and State laws, County and local ordinances, and departmental policies and procedures to ensure all work complies with established guidelines and requirements. The duties and responsibilities of the subject position meet the criteria for Management Assistant, a class that is responsible for developing programs and policies to address problems or improve departmental operations. Therefore, we recommend upward reallocation to Management Assistant.

The subject Senior Secretary III position is located in the Business and Information Systems Division and reports directly to a Departmental Chief Information Officer II. The position provides full-time secretarial and administrative support to the Departmental Chief Information Officer II by responding to emails and telephone calls; scheduling meetings; preparing correspondence; and tracking and closing assignments. The duties and responsibilities of the subject position meet the classification criteria for Management Secretary III. Therefore, we recommend upward reallocation to Management Secretary III.

FIRE – LEADERSHIP AND PROFESSIONAL

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Supervising Psychologist Item No. 8712A N2MO 109K Represented	1	Chief, Psychological Services Item No. 8703A NMO 118L Represented

The subject Supervising Psychologist position will report directly to the Chief Physician I in the department's newly established Wellness Division and will require a significant level of independence, as the position's primary responsibility will include addressing the directives included in the June 22, 2021 Board motion on "Addressing Fire Department Workplace Trauma or Potential Workplace Trauma." The subject position will support the department's critical need for a managerial position to exercise full administrative capability in developing and enhancing the department's comprehensive Behavioral Health Services program for its employees and their immediate families. An upward reallocation of the subject position to the Chief, Psychological Services class is recommended, as positions allocable to this class have the overall responsibility for

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

FIRE – LEADERSHIP AND PROFESSIONAL (Continued)

directing comprehensive and diversified psychological programs, including psychotherapy, counseling, training, and research. This includes developing and implementing policies and procedures relating to the services, establishing in-service training, and direct engagement in coordinating the delivery of mental health-related services.

HUMAN RESOURCES

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Human Resources Analyst III Item No. 1912A NMO 105A Non-Represented	2	Human Resources Analyst IV Item No. 1913A NMO 111A Non-Represented

The two subject Human Resources Analyst III positions are located in the Impact Division's Audit and Compliance Section and perform highly-complex analyses of client departments' operations to resolve a wide range of human resources (HR) matters. These positions are responsible for maintaining oversight of the needs assessment, mapping of corrective action, and implementation of resolution actions for client departments experiencing HR related difficulties. Such matters include payroll, recruitment, performance management, protected leaves, disability management, exam and list management, workers' compensation, classification and compensation, and equity and diversity. An upward reallocation of the subject positions to Human Resources Analyst IV is recommended given the complex and varied nature of HR needs across the County, as well as the level of responsibility and involvement required of the positions.

MENTAL HEALTH

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Accounting Systems Technician Item No. 0665A NMO 92F Represented	1	Financial Specialist III Item No. 0749A N27MO 96F Non-Represented

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

MENTAL HEALTH (Continued)

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Mental Health Services Coordinator II Item No. 8149A NMO 98J Represented	1	Health Program Analyst III Item No. 4731A NMO 112B Non-Represented

The subject Accounting Systems Technician position is located in the Pharmacy Services Division and reports to a Pharmacy Services Chief III. The position functions as a member of the pharmacy staff tasked with managing budgetary and accounting activities. Specifically, the position monitors accounting activities; audits contract programs to ensure contractors remain in financial compliance; tracks pharmacy rebate projects and discrepancies; reconciles payments received through the Pharmacy Benefit Management system; investigates, researches, and analyzes financial reports regarding provider prescription claims; and maintains and updates fiscal procedures and protocols to ensure pharmacy services is in compliance with contract terms, federal, State, and County regulations. The duties and responsibilities of the subject position meet the classification criteria for Financial Specialist III, a class that is responsible for independently conducting studies and recommending solutions for a wide range of complex problems encountered in the operation of in-house computerized or manual accounting, budgetary and fiscal systems. Therefore, we recommend upward reallocation to Financial Specialist III.

The subject Mental Health Services Coordinator II position is located in the Patients' Rights Office and reports to a Program Director, Consumer Rights & Advocacy. The position oversees and monitors staff engaged in patient advocacy activities; investigates, researches, and analyzes patient grievances and complaints against directly-operated, contract agencies and County affiliates; provides training and guidance to subordinate staff; monitors mental health facilities to ensure compliance with patients' rights laws and regulations; makes recommendations on behalf of beneficiaries for specialty mental health and/or medical services; and assists in developing, monitoring, and evaluating program policies related to mental health Lanterman-Petris-Short designated facilities. The duties and responsibilities of the subject position meet the classification criteria for Health Program Analyst III, a class that is responsible for supervising a team of analysts and support staff engaged in the administration and evaluation of a program. Therefore, we recommend upward reallocation to Health Program Analyst III.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

PROBATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Administrative Services Manager I Item No. 1002A NMO 101L Non-Represented	1	Administrative Services Manager III Item No. 1004A NMO 114K Non-Represented
2	Deputy Probation Officer II, Field Item No. 8607A NXO 96F Represented	2	Deputy Probation Officer III Item No. 8611A NWO 99J Non-Represented
6	Deputy Probation Officer II, Field Item No. 8607N NXO 96F Represented	6	Deputy Probation Officer III Item No. 8611N NWO 99J Non-Represented

The subject Administrative Services Manager (ASM) I position is being transferred into the Human Resources Administration Unit to report to a Departmental Human Resources Manager III and manage Background Investigations, County Policy of Equity Compliance, and Employee Relations. The duties and responsibilities of the position meet the classification criteria for ASM III, a class that directs, through subordinate, professional administrative supervisors, a section composed of multiple units responsible for providing professional administrative services in such areas as human resources, budget, finance, contracts, and other closely related administrative functional areas. Given its oversight of level-defining human resources functions, we recommend upward reallocation of the subject position to ASM III.

The eight subject Deputy Probation Officer (DPO) II positions report to Supervising DPOs and are responsible for conducting training on the Cooperative Opportunity Rehabilitation Effort curriculum to assigned staff. The subject positions are also responsible for managing a complex caseload of high-risk clients while following department policies and procedures, the law, and local statutes. The duties and responsibilities meet the classification criteria for DPO III, a class that is responsible for providing direction, work coordination, coaching, mentoring, and training to Probation staff and are further characterized by their responsibility for performing lead work including the most complex, difficult, and high-priority cases with minimum supervision. Positions in this class may also function as a lead trainer and/or subject matter expert in specialized programs. Therefore, we recommend upward reallocation to DPO III.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

REGIONAL PLANNING

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Regional Planner II Item No. 4440A NO 112A Represented	1	Assistant Administrator, Regional Planning Item No. 4455A N2MO 116H Non-Represented

The subject Regional Planner II position is being reallocated as part of the reorganization of the Current Planning Division. As a result of reorganization, the subject position is now responsible for assisting the Deputy Director with directing, managing, and overseeing the work activities of the new Subdivisions Section, new North County Development Services Section, new Foothills Development Services Section, and new Puente Whittier Development Services Section. The duties and responsibilities of the subject position meet the classification criteria for Assistant Administrator, Regional Planning, a class that is responsible for assisting in the planning and direction, through subordinate supervisors, the activities of a major organization function of the department. Therefore, we recommend upward reallocation to Assistant Administrator, Regional Planning.

ANALYSIS

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

- Adding and establishing the salaries for two unclassified classifications and five employee classifications;
- Deleting one non-represented classification;
- Changing the title of one unclassified classification; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Chief Executive Officer, Children and Family Services, Fire, Human Resources, Mental Health, Probation, and Regional Planning.

DAWYN HARRISON
Acting County Counsel

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

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salaries for two unclassified classifications and five employee classifications; delete one non-represented classification; change the title of one unclassified classification; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

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

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

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>9959</u>	<u>ASSISTANT DIR,DISTRICT ATTORNEY(UC)</u>	<u> </u> *	<u>N23</u>	<u>R16</u>
<u>8236</u>	<u>DIR,DEPT OF ECONOMIC OPPORTUNITY(UC)</u>	<u> </u> *	<u>N23</u>	<u>R15</u>
<u>8270</u>	<u>COUNTY CAREER TRANS PROG INTERN-ADMIN</u>	<u> </u> *	<u>NMO</u>	<u>82B</u>
<u>8271</u>	<u>COUNTY CAREER TRANS PROG INTERN-INFO TECH</u>	<u> </u> *	<u>NMO</u>	<u>80J</u>
<u>8298</u>	<u>YOUTH DEVELOPMENT AMBASSADOR</u>	<u> </u> *	<u>NMO</u>	<u>101A</u>
<u>8305</u>	<u>YOUTH DEVELOPMENT MANAGER</u>	<u> </u> *	<u>N23</u>	<u>S12</u>
<u>8302</u>	<u>YOUTH DEVELOPMENT SUPERVISOR</u>	<u> </u> *	<u>NMO</u>	<u>112B</u>

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

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

SECTION 2. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to delete the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
8088	DIRECTOR, MEDICAL SERVICES, SHERIFF	01/01/2020	N23	S14
		10/01/2020	N23	S14
		01/01/2021	N23	S14

SECTION 3. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to change the title of the following class:

ITEM NO.	TITLE
8239	DIR OF WKFORCE DEV, AGING & COM SVCS <u>DIR, AGING & DISABILITIES DEPARTMENT (UC)</u>

SECTION 4. Section 6.50.010 (Department of Chief Executive Officer) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1890A	4	PERSONNEL ASSISTANT

SECTION 5. Section 6.50.010 (Department of Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0819A	23 <u>22</u>	CHIEF PROGRAM SPECIALIST,CEO
0830A	107 <u>108</u>	PRINCIPAL ANALYST,CEO
0824A	4 <u>5</u>	PROGRAM AID II,CEO
0815A	10 <u>11</u>	PROGRAM SPECIALIST I,CEO
0816A	20 <u>21</u>	PROGRAM SPECIALIST II,CEO
2104A	46 <u>14</u>	SENIOR SECRETARY V

SECTION 6. Section 6.53.010 (Department of Children and Family Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0904A</u>	<u>1</u>	<u>MANAGEMENT ASSISTANT</u>

SECTION 7. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	945 <u>944</u>	INTERMEDIATE TYPIST-CLERK
2109A	9 <u>10</u>	MANAGEMENT SECRETARY III
2102A	44 <u>43</u>	SENIOR SECRETARY III

SECTION 8. Section 6.58.010 (Department of Workforce Development, Aging and Community Services) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8239L	1	DIR OF WKFORCE DEV, AGING & COM SVCS <u>DIR, AGING & DISABILITIES DEPARTMENT(UC)</u>

SECTION 9. Section 6.76.017 (Fire Department – Leadership and Professional Standards) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8712A	4	SUPERVISING PSYCHOLOGIST

SECTION 10. Section 6.76.017 (Fire Department – Leadership and Professional Standards) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8703A</u>	<u>1</u>	<u>CHIEF, PSYCHOLOGICAL SERVICES</u>

SECTION 11. Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1912A	72	<u>70</u>	HUMAN RESOURCES ANALYST III
1913A	74	<u>76</u>	HUMAN RESOURCES ANALYST IV

SECTION 12. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0665A	8	<u>7</u>	ACCOUNTING SYSTEMS TECHNICIAN
0749A	13	<u>14</u>	FINANCIAL SPECIALIST III
4731A	26	<u>27</u>	HEALTH PROGRAM ANALYST III
8149A	69	<u>68</u>	MENTAL HEALTH SERVICES COORD II

SECTION 13. Section 6.100.010 (Probation Department – Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	33	<u>32</u>	ADMINISTRATIVE SERVICES MANAGER I
1004A	5	<u>6</u>	ADMINISTRATIVE SERVICES MANAGER III

SECTION 14. Section 6.100.018 (Probation Department – Field Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8611A</u>	<u>2</u>	<u>DEPUTY PROBATION OFFICER III</u>
<u>8611N</u>	<u>6</u>	<u>DEPUTY PROBATION OFFICER III</u>

SECTION 15. Section 6.100.018 (Probation Department – Field Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8607A	955 <u>953</u>	DEPUTY PROBATION OFFICER II, FIELD
8607N	88 <u>82</u>	DEPUTY PROBATION OFFICER II, FIELD

SECTION 16. Section 6.112.010 (Department of Regional Planning) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4455A	4 <u>5</u>	ASST ADMR, REGIONAL PLANNING
4440A	7 <u>6</u>	REGIONAL PLANNER II

SECTION 17. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

DRAFT**JOB DESCRIPTION**

TITLE: Assistant Director, District Attorney (UC)

ITEM NUMBER: 9959

APPROVAL DATE: TBD

DEFINITION: Oversees and directs the administrative operations and services for the Office of the District Attorney.

CLASSIFICATION STANDARDS: The single position allocable to this class reports to the District Attorney and has executive and administrative responsibility for the planning, organization and direction of administrative operations and services for the Office of the District Attorney. Administrative areas managed include administrative services, employee relations, victim services, and other administrative support functions. This position also serves as a liaison with the Board of Supervisors and represented employee organizations.

EXAMPLES OF DUTIES:

- Provides leadership, policy development, and oversight of administrative operations including formulating and preparing policies, procedures, programs and the development of short and long-term goals for the organization.
- Directs, through subordinate managers the administrative functional areas including budget and finance, human resources, employee relations, facilities management, information technology, and other administrative support functions.
- Directs, through a subordinate managers victim services, restitution enhancement, claims verification, and other direct services.
- Directs, through subordinate managers, internal audits, the contracting of external consultants to conduct management audits, and contract monitoring.
- Directs, through subordinate managers, grant applications and the monitoring of requisite grant review and approval and related expenditures and revenues.
- Oversees and coordinates the paralegal and legal office support staff operations throughout the District Attorney's Office.
- Oversees and coordinates the District Attorney's Office emergency response, operation continuity, and recovery planning work.
- Plans, assigns, and evaluates the work of the assigned Bureaus to ensure workload demands are met, special assignments are completed, and work is coordinated with other District Attorney's Office Bureaus and County departments.

- Develops, recommends, and implements revisions and updates to policies and procedures impacting operations and services to ensure their consistent application and adherence to Countywide policies and procedures.
- Oversees the preparation of responses to Public Records Act (PRA) requests.
- Develops District Attorney's Office Management Appraisal and Performance Plan goals in conjunction with the DA and managers.
- Represents the District Attorney's Office with labor unions for represented employees including mediation, requests for information, and requisite meetings; liaises with County Counsel and CEO managers regarding employee relations issues and pending litigation.
- Represent the District Attorney's Office at meetings of the Board of Supervisors, Board deputies, and County departments on complex, significant, and sensitive administrative matters. Monitor and track assignments and motions from the Board of Supervisors that impact the District Attorney's Office. Assist with developing and drafting reports that are responsive to Board motions as needed.

MINIMUM REQUIREMENTS:

Bachelor's degree from an accredited college or university in public administration, public policy, business administration or a closely related field -AND- six (6) years of responsible managerial experience in a governmental or public sector agency with responsibility for managing staff and activities for major operational or administrative functions or programs.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

2 - Light

**COUNTY OF LOS ANGELES
POSITION DESCRIPTION**

ITEM# 8236

APPROVAL DATE:

TITLE: Director, Department of Economic Opportunity (UC)

DEFINITION: This position has full responsibility for planning, organizing, facilitating, and directing all operations of the Department of Economic Opportunity including all programs, initiatives, and services necessary for the administration of workforce development and economic development in accordance with federal, State, and County legislation and provisions.

CLASS STANDARDS:

The one position allocable to this class directs the advancement of economic strategies and new regional investments and implements the department's mission and vision; driving organizational performance outcomes and achieving community impact by developing and leading effective programs and services, priority initiatives, and public-private partnerships related to workforce development.

EXAMPLES OF DUTIES:

Directs the development and implementation of policies, goals, objectives, and plans for the department.

Provides oversight and direction to administrators of line operations, program and policy development, and departmental administration.

Directs the policy and administration of Workforce Investment Opportunity Act programs, employment and business services programs, and economic development programs.

Develops and maintains effective partnerships with State, federal, and local governments, as well as local agencies, nonprofits, employers, education and training providers, and committees to effectively enhance workforce development and economic opportunities.

Directs strategies for staff development and succession planning within the department.

Oversees the management of critical policy concerns and approves the implementation of policy changes to resolve complex issues and/or ensure compliance with evolving legislation.

Directs the administration of the approved budget within authorized appropriation limits.

Directs the development of changes in organization, staffing, workload, and management information systems to increase effectiveness and efficiency.

Makes periodic reports to the Board of Supervisors regarding the goals and accomplishments of the department.

Represents the department at meetings or related functions involving other governmental agencies, employee groups, consultants, government officials, community organizations, and stakeholders to

ensure the department's alignment with best practices, current technology, and relevant developments in workforce, economic, and related fields.

MINIMUM REQUIREMENTS:

Eight years of highly responsible experience managing a complex and diverse organization in fields such as workforce, economic, and community development. Such management includes directing budget, human resources, fiscal, procurement, and other administrative functions of an organization, as well as the direction of line and technical functions and demonstrated ability to establish and maintain effective relationships with administrative or legislative bodies, public governmental bodies, the labor community, federal grantors, political bodies, public and private agencies, non-profit organizations, and the general public. Knowledge and application of economic forecasting, including factors affecting population, business, and industrial growth. Experienced in the methods, techniques, and resources used in economic and industrial research, analysis, and planning. Knowledge of federal, State, and local statutes, ordinances, and regulations relating to environmental review, economic development, and workforce development.

DESIRABLE QUALIFICATIONS:

- Extensive management experience in a progressively responsible position managing a large social services agency or department.
- Demonstrated experience in leading an organizational or industry-related change to improve the economic ecosystem.
- Recognized leader with a national or regional proven record of driving transformative initiatives and creating partnership alliances with industry, labor, government, and academia; including data-driven initiatives to achieve equitable outcomes for individuals, families, and communities.
- Demonstrated success in creating economic growth for those who may have traditionally been underserved including veterans, women, and job seekers who were formerly incarcerated.
- Demonstrated understanding of the challenges and opportunities in Los Angeles County, including the diverse social and economic demographics, large immigrant population, economic makeup of the region, and the relationship between the County, its 88 cities, regional government entities, and the unincorporated areas.
- An advanced professional degree in business administration, economics, law, or other related discipline.

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

PHYSICAL CLASS: "2" – LIGHT: Light physical effort which may include occasional light lifting to a 10-pound limit, and some bending, stooping, or squatting. Considerable walking may be involved.



Class Code:
8270

COUNTY CAREER TRANSITION PROGRAM INTERN - ADMINISTRATION

County Of Los Angeles

Established Date:

Salary Range

\$3,881.56 - \$5,229.00 Monthly

DEFINITION/STANDARDS:

DEFINITION:

Participates in the County Career Transition Program, and under the close supervision of a higher-level supervisor or manager, performs a wide variety of departmental administrative studies, analytical, technical, and/or confidential and sensitive assignments in core functional areas of human resources, finance, program development, contract development and administration, and renewable energy programs. The position acquires beginning level professional experience in the overall departmental administration, program, policies, practices, and operations.

CLASSIFICATION STANDARDS:

Positions allocable to this class are characterized by their participation in the County Career Transition Program and are designed to provide participants with the opportunity to transition into a new career and prepare incumbents for higher-level positions. Participants work under the supervision of a higher-level supervisor or manager while carrying out a variety of routine to moderately complex assignments.

The County Career Transition Program Intern - Administration position may be assigned to any Service within the Internal Services Department and may rotate through various administrative functional areas within the department. Administrative areas may include human resources, finance, budget, procurement, capital projects, renewable energy programs, or other programs administered by the department. Program areas may include the development, implementation, administration, or monitoring of programs assigned to any Service within the department. Incumbents' duties are designed to prepare them to perform routine to moderately complex staff work associated with line and central staff operations, with responsibility for analyzing, researching, and making recommendations for the solution of departmental problems related to their assigned administrative or program area. Training is primarily received through participation in typical studies, analytical assignments, and on-the-job instruction, as well as group and individual assignments.

EXAMPLES OF DUTIES:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

Analyzes and makes recommendations to the unit manager for the resolution of problems of work procedure and space allocation; and may participate in the implementation of changes resulting from recommendations.

Prepares reports and projections of workload and staffing for the manager of the unit.

Coordinates and resolves problems between the unit served and departmental housekeeping, payroll, personnel, and reproduction services.

Has responsibility for evaluating, ordering, maintaining, loaning, and inventorying supplies and equipment, and for resolving procurement problems with the departmental supply officer.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Full-time permanent County of Los Angeles employee who has been in a job classification at least five (5) consecutive years.

License

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

2– Light



Class Code:
8271

COUNTY CAREER TRANSITION PROGRAM INTERN – INFORMATION TECHNOLOGY

County Of Los Angeles

Established Date:

Salary Range

\$3,742.46 - \$5,038.92 Monthly

DEFINITION/STANDARDS:

DEFINITION:

Participates in the County Career Transition Program, and under the close supervision of a higher-level supervisor or manager, performs a wide variety of information technology assignments in the areas of installation, configuration, testing, troubleshooting and repair of hardware, application development, software, networking, and applications. This position acquires beginning level professional experience in information technology, program, policies, practices, and operations.

CLASSIFICATION STANDARDS:

Positions allocable to this class are characterized by their participation in the County Career Transition Program and are designed to provide participants with the opportunity to transition into a new career and prepare incumbents for higher-level positions. Participants work under the supervision of a higher-level supervisor or manager while carrying out a variety of routine to moderately complex information technology assignments.

The County Career Transition Program Intern - Information Technology position is assigned to information technology operations within the Internal Services Department and may rotate through various functional information technology assignments or related programs administered by the department. Program areas may include the analytical, technical, and/or confidential and sensitive assignments in core functional areas of installation, configuration, testing, troubleshooting and repair of hardware, application development, software, networking and applications. Incumbents' duties are designed to prepare them to perform routine to moderately complex assignments within their program area. Training is primarily received through participation in on-the-job assignments and instruction, as well as group and individual assignments.

EXAMPLES OF DUTIES::

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

Provides support to professional information technology staff by performing routine systems testing, including validating user manuals, procedures, and other instructional materials.

Collects, documents, maintains, and distributes departmental Information Technology materials.

Provides support to systems customers and/or to departmental staff for IT issues by documenting and tracking user problem calls.

Responds to routine information technology related problems, such as issuing or resetting customer passwords.

Gathers and retains systems documentation including: flow diagrams, screen and report samples, error messages and processing instructions.

Extracts and summarizes report data; compiles statistics and prepares reports for staff analysis; prepares charts, graphs and forms as assigned.

Assists in providing training to personnel in the use of new user screens, procedural on-line job instructions and other office systems.

May assist in the procurement, delivery/pick up and inventory control processes of departmental hardware, software, and peripheral equipment.

May provide IT guidance to departmental personnel.

May assist in the installation, configuration, maintenance, and troubleshooting of information technology devices.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Full-time permanent County of Los Angeles employee who has been in a job classification at least five (5) consecutive years.

License:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

2– Light

Interns who perform moderate physical tasks as described in the Examples of Duties will be required to pass a Class 3 - Moderate physical examination.

Youth Development Ambassador DRAFT Classification Description

Definition:

Assists in the coordination and collaborative project management of a wide range of youth development services, opportunities and support—from prevention and early intervention to engagement and support for youth and their families involved in the justice system—so that all youth in Los Angeles County have access to youth development.

Class Standards:

Positions allocable to this class report to a Youth Development Supervisor and are responsible for helping a team coordinate and facilitate youth engagement and youth-centered service delivery, information-sharing, communication, and collaboration. Youth Development Ambassadors support youth participating in collaborative programs or policy planning and help to inform work plans and priorities by sharing their valuable experience and perspective.

Youth Development Ambassadors are expected to have an understanding of core principles of youth development. Youth Development Ambassadors must demonstrate experience in youth development, equity and anti-racism, restorative justice, conflict de-escalation, trauma-informed crisis response, other healing-centered and cultural practices, and relevant policy and issues impacting youth in Los Angeles County.

Examples of Duties:

Assists with developing culturally responsive and equity-centered spaces and relationships with youth, community groups, and other stakeholders to receive and communicate information, including collaborative research, planning, and decision-making, as well as coordinate resources or services.

Partners with young people, their families, and other partners in a young person's network to support equitable rehabilitative engagement and advocacy for youth.

Interacts directly with youth to provide support to those participating in collaborative program or policy planning, youth and community led oversight committees, and other leadership development and engagement activities.

Engages, supports, and cultivates youth through leadership development, training, shared learning, and partnership opportunities.

Engages youth, community, and systems in service delivery, systems navigation, and systems accountability and improvement; coordinates or makes referrals for out-of-home placements and Safe and Secure Healing Centers, ensuring youth have access to step-down possibilities to transition safely away from supervision and confinement.

Connects youth with arts, culture, recreation, health, education, and other services related to youth development based on a young person's individual strengths and needs.

Conducts outreach, engagement, and storytelling to increase awareness of departmental programs and priorities and to uplift youth narratives and successes to a wide range of audiences, including County partners, youth, and communities.

Participates and increases access for youth, families, and other partners to training, workshops, and learning opportunities relevant to youth development, restorative justice, conflict de-escalation, anti-racism, healing-centered practices, creative and cultural practices, and more.

Engages in reflection and analysis of gaps and opportunities, including receiving feedback from youth and families to inform active and ongoing improvement.

REQUIRED COMPETENCIES AND QUALIFICATION STANDARDS:

GENERAL COMPETENCIES:

Knowledge:

Youth Development – Knowledge of principles and practices related to adolescent brain development, youth leadership development, and program/policy development and oversight.

Restorative and Transformative Justice – Knowledge of principles and practical applications of restorative and transformative justice, alternatives to punitive approaches, conflict de-escalation, and trauma-informed crisis response.

Care coordination and systems navigation – Knowledge of resources available for the care and development of youth, including knowledge of existing youth-serving systems and laws impacting young people, as well as programs and opportunities available through CBOs and public agency partners.

Trauma-informed/healing-centered practice – Recognition and response to signs, symptoms, and risks of trauma to better support the needs of youth who have experienced Adverse Childhood Experiences and toxic stress, including holistic healing practices.

Social Justice and Equity – Understanding of research and practices to advance social justice, equity, and systems transformation, emergent strategy, and future building.

Anti-racism and anti-racist practices – Knowledge of practices actively opposing systemic racism and that promote changes to policies, behaviors, and beliefs that perpetuate racist ideas and actions.

Skills:

Youth, family, and community engagement – Includes appropriate communication, active-listening, and empathy when in contact with a young person, their family, and support networks.

Abilities:

Oral Comprehension and Active Listening – The ability to listen to and understand information and ideas presented through spoken words and sentences.

Oral Expression – The ability to communicate information and ideas in speaking so others will understand.

Responsiveness – The ability to identify and address barriers to efficiently and effectively solve problems.

Relationship-Building – The ability to build trust and communication to build strong, supportive, and generative relationships.

Conflict Resolution – The ability to identify and address tension or conflict through facilitation, mediation, or other healing-centered practices.

Written Expression – The ability to communicate information and ideas in writing so others will understand.

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Option 1: One year of experience working to support youth development through mentorship, community organizing, care coordination, or case management, including in the following settings: CBOs, schools, healing centers, public agencies, secure placement facilities or locked institutions, and philanthropic or academic centers with a focus on youth or community investment.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

2 - Light.

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Positions within this class require light physical effort that may include occasional light lifting up to a 10-pound limit and some bending, stooping, or squatting. Considerable ambulation may be involved.

SPECIALTY REQUIREMENTS:

Lived Experience: Individuals with histories of contact with the justice system working as Youth Development Ambassadors can make a unique contribution to the responsiveness and effectiveness of services and policies focused on populations and communities most impacted by the justice system. The inclusion of Youth Development Ambassadors with lived experience adds important capacity to improve the County's ability to support populations and communities that have historically been left out of decisions about services and policies that impact them.

Youth Development Manager DRAFT Classification Description

Definition:

Manages a section in the coordination and collaborative project management of a wide range of youth development services, opportunities and support—from prevention and early intervention to engagement and support for youth and their families involved in the justice system.

Class Standards:

Positions allocable to this class report to an executive level manager and are responsible for planning, organizing, directing and evaluating the work of a section responsible for coordinating and facilitating service delivery; information-sharing, communication, and collaboration among relevant community partners; and interdepartmental collaboration with County partners; providing youth development services, opportunities, and supports to youth on their behalf through connections from schools, child welfare, community organizations, youth and community centers, law enforcement agencies, and other partners within a young person's network. Youth Development Managers oversee, through Youth Development Supervisors, the work of multiple teams to ensure that staff are working effectively, efficiently, and equitably to meet goals and priorities.

Youth Development Managers are expected to have expertise in core principles of youth development and strong skills and experience providing high-level management and leadership to teams and projects. Positions in this class must be familiar with federal and State laws pertaining to youth justice and diversion, as well as the departmental policies, regulations, and procedures. Youth Development Managers must possess knowledge in youth development, equity and anti-racism, restorative justice, conflict de-escalation, trauma-informed crisis response, other healing-centered and cultural practices, and relevant policy and legislation impacting youth in Los Angeles County.

Examples of Duties:

Provides high-level leadership to teams of Youth Development Supervisors, Youth Development Specialists, Youth Development Workers, and other staff engaged in the development and coordination of training, capacity-building support, shared learning, and co-designed policy and protocols with community-based organizations (CBOs), individuals with lived experience, and collaborative Youth Empowerment and Support (YES) Teams.

Identifies and creates opportunities for mentorship and professional development to support teams of Youth Development Supervisors, Youth Development Specialists, and Youth Development Workers and increase effectiveness and equity in the work of those teams.

Conducts program planning and development and establishes goals and objectives for programs, including defining quality standards and developing work plans for meeting program deliverables.

Manages the development and coordination of training, capacity-building support, shared learning, and co-designed policy and protocols with community-based organizations (CBOs), individuals with lived experience, and collaborative Youth Empowerment and Support (YES) Teams.

Facilitates and manages resources and support for CBOs serving as youth development hubs, as well as engaging contractors and partners, in assessing opportunities for improvement and capacity-building in program and policy planning, implementation, and oversight.

Manages the development of culturally responsive and equity-centered spaces and relationships with youth, community groups, and other stakeholders to receive and communicate information, including collaborative research, planning, and decision-making, as well as coordination of resources or services.

Facilitates communication and collaboration with youth justice system partners, including the County's Office of Public Defender, Alternate Public Defender, District Attorney, and Probation Department.

Oversees the coordinates of multi-disciplinary YES Teams or similar multi-disciplinary groups connecting youth to supportive services such as 24-hour crisis response at Youth and Community Centers, Safe and Secure Healing Centers, or as liaisons to the court.

Provides supports to staff engaging youth, community, and systems in service delivery, systems navigation, and systems accountability and improvement; coordinates or makes referrals for out-of-home placements and Safe and Secure Healing Centers.

Manages relationship-based contract and project management to facilitate capacity-building, shared learning, and cooperation with relevant agencies, institutions, and CBOs.

Provides support to staff monitoring, evaluating, and facilitating learning and capacity-building among service providers to ensure consistency and flexibility, and overall effectiveness of the program.

Manages and facilitates collaborative and cooperative working relationships with various city, county, social, legal, court, and law enforcement entities, and educational institutions and school officials and staff to facilitate service delivery, information sharing, communication, and collaboration to advance a youth development framework.

Manages and assures completion of correspondence, reports, data, forms, and other documents; ensures accurate and efficient program and case management records, including confidential and sensitive files subject to various legal requirements.

Facilitates access for youth, families, and other partners to training, workshops, and learning opportunities relevant to youth development, restorative justice, conflict de-escalation, anti-racism, healing-centered practices, creative and cultural practices, and more.

Manages the reflection and analysis of gaps and opportunities, including receiving feedback from youth and families to inform active and ongoing improvement.

REQUIRED COMPETENCIES AND QUALIFICATION STANDARDS:

GENERAL COMPETENCIES:

Knowledge:

Youth Development – Knowledge of principles and practices related to adolescent brain development, youth leadership development, and program/policy development and oversight.

Restorative and Transformative Justice – Knowledge of principles and practical applications of restorative and transformative justice, alternatives to punitive approaches, conflict de-escalation, and trauma-informed crisis response.

Care coordination and systems navigation – Knowledge of resources available for the care and development of youth, including knowledge of existing youth-serving systems and laws impacting young people, as well as programs and opportunities available through CBOs and public agency partners.

Trauma-informed/healing-centered practice – Recognition and response to signs, symptoms, and risks of trauma to better support the needs of youth who have experienced Adverse Childhood Experiences and toxic stress, including holistic healing practices.

Social Justice and Equity – Understanding of research and practices to advance social justice, equity, and systems transformation, emergent strategy, and future building.

Anti-racism and anti-racist practices – Knowledge of practices actively opposing systemic racism and that promote changes to policies, behaviors, and beliefs that perpetuate racist ideas and actions.

Skills:

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Leadership and management – Includes skills in taking initiative to support and encourage team members, identify and address challenges or barriers, set and oversee progress towards goals and priorities, and ensure teams have what they need to effectively and efficiently accomplish tasks and grow in their own professional development.

Collaboration and network building – Includes planning, scheduling, organizing, prioritizing, and monitoring work activities among several contributing groups to achieve established goals.

Youth, family, and community engagement – Includes appropriate communication, active-listening, and empathy when in contact with a young person, their family, and support networks.

Systems navigation – Includes coordination, advocacy, and moving with urgency and initiative to identify challenges or barriers, problem-solve, develop, and implement a meaningful and responsive plan.

Abilities:

Oral Comprehension and Active Listening – The ability to listen to and understand information and ideas presented through spoken words and sentences.

Oral Expression – The ability to communicate information and ideas in speaking so others will understand.

Responsiveness – The ability to identify and address barriers to efficiently and effectively solve problems.

Relationship-Building – The ability to build trust and communication to build strong, supportive, and generative relationships.

Conflict Resolution – The ability to identify and address tension or conflict through facilitation, mediation, or other healing-centered practices.

Written Expression – The ability to communicate information and ideas in writing so others will understand.

Reasoning and Problem-Solving – The ability to apply the rules of logic when synthesizing a variety of information to identify a problem or reach a workable decision, resolution, or recommendation.

Information Ordering – The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).

Supervision – the ability to provide administrative and technical direction, including reviewing, evaluating, and facilitating work assigned to staff.

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Option 1:

Six years of experience in youth development-oriented collaborative project management or coordination of service delivery from community-based providers involving youth development programs, youth diversion programs or other partnerships with justice or education partners, including at least two years of experience supervising a team or project.

Option 2:

Five years of progressively responsible experience in a staff capacity analyzing, evaluating, coordinating, and making recommendations for a variety of human services programs for a social services provider, one year of which must have included supervisory experience at the level of Los Angeles County's class of Senior Staff Analyst, Health, or higher, including at least two years of experience supervising a team or project.

Option 3:

Three years of experience overseeing youth development programs at the level of Youth Development Supervisor, including at least two years of experience supervising a team or project.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

2 - Light.

Positions within this class require light physical effort that may include occasional light lifting up to a 10-pound limit and some bending, stooping, or squatting. Considerable ambulation may be involved.

OTHER REQUIREMENTS:

Desirable Qualifications:

A Master's degree from an accredited college or university in Public Policy, Public Health, Social Work, or a closely related field is highly desirable.

SPECIALTY REQUIREMENTS:

Lived Experience: Individuals with histories of contact with the justice system working as Youth Development Managers can make a unique contribution to the responsiveness and effectiveness of services and policies focused on populations and communities most impacted by the justice system. The inclusion of Youth Development Managers with lived experience adds important capacity to improve the County's ability to support populations and communities that have historically been left out of decisions about services and policies that impact them.

Youth Development Supervisor DRAFT Classification Description

Definition:

Supervises the coordination and collaborative project management of a wide range of youth development services, opportunities and support—from prevention and early intervention to engagement and support for youth and their families involved in the justice system—so that all youth in Los Angeles County have access to youth development.

Class Standards:

Positions allocable to this class report to a Youth Development Manager and are responsible for administrative and technical supervision over staff coordinating and facilitating service delivery; information-sharing, communication, and collaboration among relevant community partners; and interdepartmental collaboration with County partners; providing youth development services, opportunities, and supports to youth on their behalf through connections from schools, child welfare, community organizations, youth and community centers, law enforcement agencies, and other partners within a young person's network. Youth Development Supervisors may carry out the most complex and sensitive assignments and provide direction to staff connecting youth with community-based services and other services as appropriate, supporting youth participating in collaborative programs or policy planning, and by participating as members of multi-disciplinary teams engaging in crisis response. Youth Development Supervisors supervise teams of Youth Development Specialists and Youth Development Workers to ensure that staff are working effectively, efficiently, and equitably to meet goals and priorities.

Youth Development Supervisors are expected to have thorough knowledge of core principles of youth development and strong skills supervising teams and projects. Positions in this class are also expected to have familiarity with federal and State laws pertaining to youth justice and diversion, as well as the Department's policies, regulations, and procedures. Youth Development Supervisors must possess knowledge in youth development, equity and anti-racism, restorative justice, conflict de-escalation, trauma-informed crisis response, other healing-centered and cultural practices, and relevant policy and legislation impacting youth in Los Angeles County.

Examples of Duties:

Provides technical and administrative supervision over staff engaged in the development and coordination of training, capacity-building support, shared learning, and co-designed policy and protocols with community-based organizations (CBOs), individuals with lived experience, and collaborative Youth Empowerment and Support (YES) Teams.

Identifies and creates opportunities for mentorship and professional development to support teams of Youth Development Specialists and Youth Development Workers and increase effectiveness and equity in the work of those teams.

Facilitates and manages resources and support for CBOs serving as youth development hubs, as well as engaging contractors and partners, in assessing opportunities for improvement and capacity-building in program and policy planning, implementation, and oversight.

Oversees the development of culturally responsive and equity-centered spaces and relationships with youth, community groups, and other stakeholders to receive and communicate information, including collaborative research, planning, and decision-making, as well as coordination of resources or services.

Facilitates communication and collaboration with youth justice system partners, including the County's Office of Public Defender, Alternate Public Defender, District Attorney, and Probation Department.

Oversees the coordinates of multi-disciplinary YES Teams or similar multi-disciplinary groups connecting youth to supportive services such as 24-hour crisis response at Youth and Community Centers, Safe and Secure Healing Centers, or as liaisons to the court.

Provides supports to staff engaging youth, community, and systems in service delivery, systems navigation, and systems accountability and improvement; coordinates or makes referrals for out-of-home placements and Safe and Secure Healing Centers.

Oversees relationship-based contract and project management to facilitate capacity-building, shared learning, and cooperation with relevant agencies, institutions, and CBOs.

Provides support to staff monitoring, evaluating, and facilitating learning and capacity-building among service providers to ensure consistency and flexibility, and overall effectiveness of the program.

Develops and maintains collaborative and cooperative working relationships with various city, county, social, legal, court, and law enforcement entities, and educational institutions and school officials and staff to facilitate service delivery, information sharing, communication, and collaboration to advance a youth development framework.

Reviews correspondence, reports, data, forms, and other documents; oversees accurate and efficient program and case management records, including confidential and sensitive files subject to various legal requirements.

Facilitates access for youth, families, and other partners to training, workshops, and learning opportunities relevant to youth development, restorative justice, conflict de-escalation, anti-racism, healing-centered practices, creative and cultural practices, and more.

|

Leads the reflection and analysis of gaps and opportunities, including receiving feedback from youth and families to inform active and ongoing improvement.

REQUIRED COMPETENCIES AND QUALIFICATION STANDARDS:

GENERAL COMPETENCIES:

Knowledge:

Youth Development – Knowledge of principles and practices related to adolescent brain development, youth leadership development, and program/policy development and oversight.

Restorative and Transformative Justice – Knowledge of principles and practical applications of restorative and transformative justice, alternatives to punitive approaches, conflict de-escalation, and trauma-informed crisis response.

Care coordination and systems navigation – Knowledge of resources available for the care and development of youth, including knowledge of existing youth-serving systems and laws impacting young people, as well as programs and opportunities available through CBOs and public agency partners.

Trauma-informed/healing-centered practice – Recognition and response to signs, symptoms, and risks of trauma to better support the needs of youth who have experienced Adverse Childhood Experiences and toxic stress, including holistic healing practices.

Social Justice and Equity – Understanding of research and practices to advance social justice, equity, and systems transformation, emergent strategy, and future building.

Anti-racism and anti-racist practices – Knowledge of practices actively opposing systemic racism and that promote changes to policies, behaviors, and beliefs that perpetuate racist ideas and actions.

Skills:

Leadership and management – Includes skills in taking initiative to support and encourage team members, identify and address challenges or barriers, set and oversee progress towards goals and priorities, and ensure teams have what they need to effectively and efficiently accomplish tasks and grow in their own professional development.

Collaboration and network building – Includes planning, scheduling, organizing, prioritizing, and monitoring work activities among several contributing groups to achieve established goals.

Youth, family, and community engagement – Includes appropriate communication, active-listening, and empathy when in contact with a young person, their family, and support networks.

Systems navigation – Includes coordination, advocacy, and moving with urgency and initiative to identify challenges or barriers, problem-solve, develop, and implement a meaningful and responsive plan.

Abilities:

Oral Comprehension and Active Listening – The ability to listen to and understand information and ideas presented through spoken words and sentences.

Oral Expression – The ability to communicate information and ideas in speaking so others will understand.

Responsiveness – The ability to identify and address barriers to efficiently and effectively solve problems.

Relationship-Building – The ability to build trust and communication to build strong, supportive, and generative relationships.

Conflict Resolution – The ability to identify and address tension or conflict through facilitation, mediation, or other healing-centered practices.

Written Expression – The ability to communicate information and ideas in writing so others will understand.

Reasoning and Problem-Solving – The ability to apply the rules of logic when synthesizing a variety of information to identify a problem or reach a workable decision, resolution, or recommendation.

Information Ordering – The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).

Supervision – the ability to provide administrative and technical direction, including reviewing, evaluating, and facilitating work assigned to staff.

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Option 1:

Five years of experience working directly with youth in service-oriented environments for care coordination, case management, or mentorship, including CBOs, schools, healing

centers, public agencies, secure placement facilities or locked institutions, and philanthropic or academic centers with a focus on youth or community investment, including at least two years of experience supervising a team or project.

Option 2:

Three years of experience in youth development-oriented collaborative project management or coordination of service delivery from community-based providers involving youth development programs, youth diversion programs or other partnerships with justice or education partners, including at least two years of experience supervising a team or project.

Option 3:

Two years of experience managing youth development programs at the level of Youth Development Specialist, including at least two years of experience leading a team or project.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

2 - Light.

Positions within this class require light physical effort that may include occasional light lifting up to a 10-pound limit and some bending, stooping, or squatting. Considerable ambulation may be involved.

SPECIALTY REQUIREMENTS:

Lived Experience: Individuals with histories of contact with the justice system working as Youth Development Supervisors can make a unique contribution to the responsiveness and effectiveness of services and policies focused on populations and communities most impacted by the justice system. The inclusion of Youth Development Supervisors with lived experience adds important capacity to improve the County's ability to support populations and communities that have historically been left out of decisions about services and policies that impact them.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/11/2022	
BOARD MEETING DATE	6/8/2022	
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)	CHIEF EXECUTIVE OFFICE	
SUBJECT	RELOCATION REIMBURSEMENT FOR ASSISTANT DIRECTOR, PUBLIC WORKS (UC)	
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		
COST & FUNDING	Total cost: \$10,000	Funding source: The relocation costs will be absorbed within the FY 2021-22 Department of Public Works Board Adopted Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	Approve reimbursement of up to \$10,000 for reasonable actual relocation costs for Miki Esposito to serve as Assistant Director, Public Works (UC).	
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: Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov	



**CEO June 8, 2022
Relocation Reimbursement for Assistant
Director, Public Works (UC)
Board Letter Summary**

CEO Classification Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov

Napoleon Valera, Manager, (213) 893-2259, NValera@ceo.lacounty.gov

Tabitha Lam, Principal Analyst, (213) 974-2549, TLam@ceo.lacounty.gov

This Board Letter includes:

Recommendation to approve reimbursement of up to \$10,000 for reasonable actual relocation costs for Miki Esposito to serve as Assistant Director, Public Works (UC).



County of Los Angeles CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT
Chief Executive Officer

June 8, 2022

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

Dear Supervisors:

RELOCATION REIMBURSEMENT FOR ASSISTANT DIRECTOR, PUBLIC WORKS (UC) (ALL DISTRICTS) (3 VOTES)

SUBJECT

Recommendation to approve the Department of Public Works' request for relocation expenses for Miki Esposito to serve as Assistant Director, Public Works (UC).

IT IS RECOMMENDED THAT THE BOARD:

Approve reimbursement of up to \$10,000 for reasonable actual relocation costs for Ms. Esposito.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

Implementation of Strategic Plan Goals

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

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

FISCAL IMPACT/FINANCING

The relocation costs will be absorbed within the Department of Public Works' Fiscal Year 2021-2022 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Relocation reimbursement is appropriate for Ms. Esposito to move from out of state to assume the position of Assistant Director, Public Works (UC).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC:AYH
NV:TL:mmg

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Public Works

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/11/2022							
BOARD MEETING DATE	6/8/2022							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th							
DEPARTMENT(S)	Treasurer and Tax Collector and Public Works							
SUBJECT	County of Los Angeles Community Facilities District No. 2021-01 (Valencia Facilities) ("CFD") - 1) Acquisition Funding and Disclosure Agreement ("Acquisition Agreement"), 2) Joint Community Facilities Agreement ("JCFA"), and 3) the Issuance and Sale of Special Tax Bonds, Series 2022.							
PROGRAM	N/A							
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	None							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td>Total cost: \$ N/A</td><td>Funding source: N/A</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2">Explanation: N/A</td></tr> </table>		Total cost: \$ N/A	Funding source: N/A	TERMS (if applicable): N/A		Explanation: N/A	
Total cost: \$ N/A	Funding source: N/A							
TERMS (if applicable): N/A								
Explanation: N/A								
PURPOSE OF REQUEST	Board approval of the Resolution will: 1) Authorize the execution of the Acquisition Agreement and permit the procedures agreed upon by the County and Developer required to comply with the Mello Roos Act, and to ensure any facilities that the County acquires are constructed in accordance with County standards and policies, 2) Authorize the execution of the JCFA to permit the transfer of the public facilities from the CFD to the Los Angeles County Flood Control District; and 3) Authorize the issuance and sale of Special Tax Bonds Series 2022 in an aggregate principal amount not to exceed \$70 million to finance certain public improvements, including but not limited to the following; road improvements, median/parkway landscaping, sewer, and utilities.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The CFD developments implement the Newhall Ranch Specific Plan adopted by the Board on May 27, 2003. In September 2019, Newhall land and Farming Company, a California limited partnership, and Stevenson Ranch Venture, LLC, a Delaware limited liability company, petitioned to request the formation of Mello-Roos CFD to finance regional infrastructure improvements in the Valencia area of the Santa Clarita Valley. On March 9, 2021, the Board approved and established the CFD.							
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7 Sustainability. The approval of the above items will increase economic development in the Santa Clarita Valley region as more homes and public infrastructure are developed, resulting in a larger property tax base and expanded housing options for new residents in the region.							
DEPARTMENTAL CONTACTS	<ul style="list-style-type: none"> Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov Art Vander Vis, Assistant Deputy Director, Public Works (626) 458-4943, avander@dpw.lacounty.gov 							



KEITH KNOX
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

June 8, 2022

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

Dear Supervisors:

**APPROVAL OF ACQUISITION, FUNDING AND DISCLOSURE AGREEMENT FOR
COUNTY OF LOS ANGELES COMMUNITY FACILITIES DISTRICT NO. 2021-01
(VALENCIA-FACILITIES), JOINT COMMUNITY FACILITIES AGREEMENT FOR
COUNTY OF LOS ANGELES COMMUNITY FACILITIES DISTRICT NO. 2021-01
(VALENCIA-FACILITIES) RELATING TO LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT AND ISSUANCE AND SALE OF COUNTY OF LOS ANGELES
COMMUNITY FACILITIES DISTRICT NO. 2021-01 (VALENCIA-FACILITIES)
(IMPROVEMENT AREA NO. 1) SPECIAL TAX BONDS, SERIES 2022
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The Treasurer and Tax Collector (the "Treasurer") and Los Angeles County Public Works ("Public Works"), as applicable, are requesting authorization to: (1) execute and deliver an Acquisition, Funding and Disclosure Agreement (the "Acquisition Agreement") by and among the County of Los Angeles (the "County"), County of Los Angeles Community Facilities District No. 2021-01 (Valencia-Facilities) (the "District") and The Newhall Land and Farming Company, a California limited partnership (the "Developer"); (2) execute and deliver a Joint Community Facilities Agreement (the "JCFA") by and among the County, the Los Angeles County Flood Control District ("LACFCD") and the Developer; and (3) issue the County of Los Angeles Community Facilities District No. 2021-01 (Valencia-Facilities) (Improvement Area No. 1) Special Tax Bonds, Series 2022 (the "2022 Bonds") on a tax-exempt basis with a not to exceed par amount of \$70 million to finance certain public improvements benefiting the property within the District.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act ("CEQA") for the reasons stated in this Board letter and the record. Alternatively, for that portion of the proposed actions that provide funding for the Mission Village Project, Project No. 04-181, which was approved by your Board on July 18, 2017, determine that the recommended action is within the scope of the Mission Village Project impacts analyzed in a Recirculated Environmental Impact Report previously certified by your Board.
2. Adopt the resolution to authorize and direct the Chair of the Board to execute the Acquisition Agreement and the JCFA.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BOARD OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the proposed action is not a project under CEQA for the reasons stated in this Board letter and the record. Alternatively, for that portion of the proposed action that relates to the Mission Village Project, acting as a responsible agency, consider the Recirculated Environmental Impact Report prepared and certified by the County as lead agency for the project; certify that the Board has independently reviewed and considered the information contained in the Recirculated Environmental Impact Report and reached its own conclusions regarding the environmental effects of the District's approvals related to the project as shown in the Recirculated Environmental Impact Report; adopt the mitigation monitoring and reporting program as applicable, finding that the mitigation monitoring and reporting program is adequately designed to ensure compliance with the mitigation measures during project implementation; and determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, which findings and statement are adopted and incorporated herein by reference as applicable.
2. Adopt a resolution to approve the JCFA and authorize and direct the Chair of the Board to execute the JCFA on behalf of the LACFCD.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE LEGISLATIVE BODY OF COUNTY OF LOS ANGELES COMMUNITY FACILITIES DISTRICT NO. 2021-01 (VALENCIA-FACILITIES):

1. As the legislative body of the District, adopt the resolution authorizing a) the issuance and sale of the 2022 Bonds on a tax-exempt basis with a not to exceed

par amount of \$70 million to finance certain public improvements benefiting the property within the District; and b) the execution and delivery of various legal documents by the District, including the Acquisition Agreement, and documents required to issue the 2022 Bonds and complete the proposed bond transaction.

2. Authorize the Chair of the Board of Supervisors, the Treasurer of the County or deputy or assistant thereof, and such other officers of the County as the Treasurer of the County may designate, or their designees, and the Executive Officer-Clerk, to take any actions and execute and deliver any and all documents as are necessary to accomplish the proposed bond transaction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the above recommendations will authorize the execution and delivery of the Acquisition Agreement and the JCFA, and issuance of the 2022 Bonds and the execution and delivery of all related documents.

Acquisition Agreement and JCFA

The Developer, and Stevenson Ranch Venture, LLC, ("Stevenson Ranch") (collectively "Owners") own the Valencia Project, of which Mission Village is a component. The Valencia Project is located approximately 35 miles northwest of downtown Los Angeles adjacent to the City of Santa Clarita. The master planned community requires significant public infrastructure and facilities. The complete proposed plan consists of approximately 25,000 dwelling units (apartments, single-family attached and detached homes and affordable housing), 13 million square feet of commercial, industrial, and other non-residential uses, approximately 10,000 acres of protected open space and a multitude of public facilities. The public facilities include park and recreation facilities, road/bridge improvements, median/parkway landscaping, storm drains, sewer improvements, water improvements, and water quality basins as further identified in the Resolution of Intention to Establish the District adopted by the Board on January 26, 2021. Based on 2019 projections excluding inflation cost, it is estimated that the total cost of these public facilities will be approximately \$1.236 billion.

On March 9, 2021, the Board adopted resolutions forming the District and Improvement Area No. 1 and calling elections therein. At the elections, the property owners authorized the levy of a special tax for Improvement Area No. 1 and an appropriation limit for the District and authorized the issuance of bonds within Improvement Area No. 1 of the District to finance the acquisition of the public facilities to be owned by the County, the Newhall Ranch Sanitation District, the Santa Clarita Valley Water Agency and, as to the storm drain improvements and drainage systems, that may ultimately be conveyed to the LACFCD.

The attached Acquisition Agreement sets forth the terms and conditions pursuant to which the County will agree to acquire the facilities to be owned by the County with proceeds of special taxes or bonds to be issued by the District. The Acquisition Agreement also sets forth terms and conditions pursuant to which the County will annex additional improvement areas into the District pursuant to the consent and unanimous approval of the Owners.

The JCFA by and among the County, the Developer and the LACFCD, set forth terms pursuant to which the County will approve and accept the financing, by the District, of the acquisition of storm drain improvements and drainage systems by the County, which may subsequently be transferred and conveyed to the LACFCD.

2022 Bonds

The proceeds of the 2022 Bonds will be used to finance certain public improvements to be owned by the County which benefits the property in the District. As further described below, based on current market conditions, the true interest cost of the 2022 Bonds are estimated to be approximately 4.57% and the 2022 Bonds are expected to generate approximately \$49.2 million in proceeds available to fund project costs.

Debt service on the 2022 Bonds will be secured solely from special taxes of the District levied within Improvement Area No. 1 of the District. Improvement Area No. 1 of the District is planned for a total of 1,238 residential units. As of March 31, 2022, 322 of such planned homes have been completed and purchased by individual homeowners, leaving property planned for 946 residential units owned by several merchant builders (Lennar Homes, KB Home, Tri Pointe Homes, Richmond American Homes and Toll Brothers). The property owned by the merchant builders are in various stages of development, ranging from finished lots to completed homes. The Developer has transferred all of the property planned for residential development in Improvement Area No. 1 to merchant builders.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These actions support the County's Strategic Plan Goal #III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by providing a cost-effective source of financing to fund the capital construction needs of the County.

FISCAL IMPACT/FINANCING

Acquisition Agreement and JCFA

There will be no fiscal impact to the County. Infrastructure costs and debt service payments on District bonds, when issued, will be paid from the special tax levy on the

parcels in the District or improvement area therein. The Owners have previously advanced funds to the County to pay for formation and implementation costs pursuant to a Deposit and Reimbursement Agreement dated as of October 4, 2019. Such costs are reimbursable to the Owners if and when bonds are issued by the District.

Similar to the existing community facilities districts within the County, each year the Board will approve the special tax levy for the District in an amount sufficient to provide for the debt service on the District's bonds, to pay administrative expenses and for a limited period of time, to pay directly for the costs of acquiring facilities.

2022 Bonds

There will be no fiscal impact to the County. Debt service on the 2022 Bonds will be paid from the special tax which has been authorized to be levied within Improvement Area No. 1 of the District. A portion of the annual special tax levy within Improvement Area No. 1 will be used to fund costs of the County to administer the District.

Based on current market conditions, the County expects to issue \$51.6 million of the 2022 Bonds. The proceeds are expected to provide approximately \$49.2 million to fund project costs and pay the costs of issuance. The Resolution for the 2022 Bonds limits the principal amount to a maximum of \$70 million and the true interest cost to a maximum of 6.00%. The current true interest cost is estimated to be approximately 4.57%. The final maturity of the 2022 Bonds will be on September 1, 2052. The actual interest cost from the sale of the 2022 Bonds will depend on market conditions at the time of sale. The Treasurer intends to market the 2022 Bonds and determine the interest rates in late June and close the transaction in early July.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Acquisition Agreement and JCFA

The Mello-Roos Community Facilities Act (the "Mello-Roos Act") was enacted by the State of California in 1982 to enable local governments to form community facilities districts ("CFDs") to fund the construction, acquisition, operation, maintenance, or enhancement of certain public facilities and services. The Mello-Roos Act authorizes the issuance of bonds to finance public facilities, and the levying of special taxes to pay the debt service on CFD bonds and to provide funding for certain public services provided to property owners and residents within a CFD. Pursuant to Section 53313.5 of the Mello Roos Act, a CFD may finance the purchase of facilities completed after the adoption of the resolution of formation if the facility was constructed as if it had been constructed under the direction and supervision, or under the authority of, the local agency that will own or operate the facility. The Acquisition Agreement sets forth the procedures agreed upon by the County and Developer required to comply with the

Mello Roos Act, and to ensure that any facilities that the County acquires are constructed in accordance with County standards and policies. The Acquisition Agreement also sets forth the procedures for the annexation of future improvement areas to the Facilities CFD.

Section 53316.2 of the Mello Roos Act provides that a CFD may finance facilities to be owned or operated by a public agency other than the agency that created the district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement. In order to finance storm drain improvements and drainage systems that may ultimately be transferred and conveyed to the LACFCD, the County must enter into the JCFA for the Facilities CFD with the Developer and the LACFCD.

2022 Bonds

The 2022 Bonds will be issued pursuant to the Mello-Roos Act and a Bond Indenture, by and between the District and U.S. Bank Trust Company, National Association, as trustee. The Treasurer is recommending that the sale of the Bonds be conducted on a negotiated basis. Stifel, Nicolaus & Company, Incorporated was selected by the Treasurer from the County's prequalified Underwriter Pool to be the underwriter, with Fieldman, Rolapp & Associates, Inc., as municipal advisor. Stradling Yocca Carlson & Rauth, a Professional Corporation was selected by County Counsel to serve as Bond Counsel and Disclosure Counsel.

The 2022 Bonds will be secured by annual special taxes levied on taxable property within Improvement Area No. 1. Pursuant to the rate and method of apportionment of the special tax for Improvement Area No. 1, the annual special taxes on each parcel of developed property range from \$445 to \$5,806 per residential unit, depending on the unit type (e.g. attached or detached property) and unit square footage. The maximum annual special tax rates escalate at 2.0% per fiscal year, commencing on July 1, 2023.

ENVIRONMENTAL DOCUMENTATION

Acquisition Agreement and JCFA

For both the County, the District and the LACFCD, the proposed actions are not subject to CEQA being activities excluded from the definition of a project by Section 21065 of the Public Resources Code, and Section 15378(b) of the State CEQA Guidelines. The proposed actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment, and they involve an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment. The proposed actions are also exempt from CEQA under Section

15061(b) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that they may have a significant effect on the environment.

Alternatively, as to the County and the LACFCD (acting as a responsible agency under CEQA), your Board approved the Environmental Impact Report (EIR) for the Mission Village project on October 25, 2011. On July 18, 2017 your Board approved the Recirculated EIR for the project and approved Vesting Tentative Tract Map No. 61105. To the extent that the Acquisition Agreement and the JCFA will be utilized for the Mission Village project which was approved by your Board on July 18, 2017, the recommended actions by the County and the LACFCD are within the scope of the Mission Village project in the October 25, 2011 Final EIR and the Recirculated EIR that was certified on July 18, 2017, as the facilities that will be acquired pursuant to the Acquisition Agreement and JCFA that are within the Mission Village project have been considered in such EIR and Recirculated EIR.

There are no changes to the Mission Village project or to the circumstances under which the project is undertaken that require further review under CEQA. The Statement of Overriding Considerations and mitigation monitoring and reporting program that were previously adopted by your Board will continue to apply to the current actions. The Acquisition Agreement and the JCFA will not be utilized for any further portions of the Valencia Project until environmental review is completed, as applicable, pursuant to CEQA.

Upon your Board's approval of the project, the Department of Public Works on behalf of the County and the LACFCD will file Notices of Determination with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

2022 Bonds

The proposed actions are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code, and Section 13578(b) of the State CEQA Guidelines. The proposed actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acquisition Agreement and JCFA

None. The levy of a special tax within Improvement Area No. 1 will pay the costs of providing certain public facilities and improvements. The County previously engaged an outside consultant to provide a Fiscal Impact Report that assessed the impact of the

Valencia Project on the County's future revenues and expenditures, which concluded that the Valencia Project will be fiscally neutral for the County. At the time the District was formed, the County also formed County of Los Angeles Community Facilities District No. 2021-02 (Valencia – Services), which is authorized to levy special taxes within its boundaries to fund certain public services benefitting the property within the District.

2022 Bonds

The issuance and sale of the 2022 Bonds will help provide cost-effective financing for public facilities and improvements, which will serve to enhance and facilitate the delivery of vital government services.

CONCLUSION

Upon approval of the attached Resolutions, it is requested that the Executive Officer of the Board return two originally executed copies to the Public Finance Office of the Treasurer.

Respectfully submitted,

KEITH KNOX
Treasurer and Tax Collector

MARK PESTRELLA, PE
Director of Public Works

Attachments

KK:EBG:DW:TG:ad

c: Sheriff
Chief Executive Office
Executive Officer, Board of Supervisors
Acting County Counsel
Fire Department
Health Services
Los Angeles County Development Authority
Los Angeles County Library
Parks & Recreation
Regional Planning