



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

FESIA A. DAVENPORT
Chief Executive Officer

DATE: September 28, 2022
TIME: 2:00 P.M. – 4:00 P.M.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 439827168#

To Join Via Phone, Dial 1(323)776-6996, Then Press 439827168#.

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 – Koffi Kouassi/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
 - A) Board Letter:
SOLE SOURCE CONTRACT EXTENSION WITH XAVUS SOLUTION, LLC
FOR PROVISION OF SENIOR AND COMMUNITY CENTERS CLIENT
TRACKING SOFTWARE
AD/CIO - Michael Kapp, Director of Public Affairs
 - B) Board Letter:
APPROVE SOLE SOURCE CONTRACT EXTENSION WITH WELLSKY
FOR THE PROVISION OF CASELOAD TRACKING SOFTWARE FOR
ADULT PROTECTIVE SERVICES
AD/CIO - Michael Kapp, Director of Public Affairs

CONTINUED ON PAGE 2

- C) Board Letter:
ISSUANCE AND SALE OF LOS ANGELES COUNTY REGIONAL
FINANCING AUTHORITY REFUNDING BONDS (FAIRPLEX PROJECT)
SERIES 2022
TTC – Keith Knox, Treasurer and Tax Collector;
Elizabeth Buenrostro Ginsberg, Chief Deputy; and
Daniel Wiles, Assistant Treasurer and Tax Collector

3. **PRESENTATION/DISCUSSION ITEMS:**

- A) FISCAL YEAR 2022-23 SUPPLEMENTAL CHANGES BUDGET
PRESENTATION – OPERATIONS

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

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) ARTS AND CULTURE – REQUEST TO APPROVE SOLE SOURCE
AMENDMENTS TO EXTEND THE COMMUNITY SERVICES AMERICAN
INDIAN BLOCK GRANT PROGRAM CONTRACTS FOR CY 2023
- B) RR/CC – REQUEST APPROVAL OF LA FINANCIAL CREDIT UNION
AUTOMATED TELLER MACHINE AT THE REGISTRAR-
RECORDER/COUNTY CLERK HEADQUARTERS LOCATION

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/28/2022	
BOARD MEETING DATE	10/18/2022	
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)	Aging and Disabilities (AD)	
SUBJECT	Sole Source Amendment with Xavus Solutions, LLC (Xavus Solutions) for MySeniorCenter System	
PROGRAM	Community Senior Center programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No AD is requesting a term extension because the current system effectively meets the Department's needs, the market has not yielded better alternatives, and there are operational risks and costs associated with implementing a new system.	
DEADLINES/ TIME CONSTRAINTS	The current Agreement will expire on November 15, 2022.	
COST & FUNDING	Total cost: \$311,006	Funding source: Older Americans Act funds provided by CDA and County General Funds AD received through its annual budget for the operations of Community Centers. No new additional impact on NCC.
	TERMS (if applicable): One (1) year with three (3) optional one-year extensions.	
	Increase contract sum by \$60,610 for year one (1), \$181,830 for three (3) optional one-year extensions, \$36,360 for pool dollars, and \$31,206 for data downloads, for a total additional sum of \$310,006.	
PURPOSE OF REQUEST	The purpose is to request delegated authority from the Board for AD to execute a sole source agreement with Xavus Solutions to provide continued maintenance of the MySeniorCenter system. Maintaining the MySeniorCenter system will allow the County to save implementation and customization costs as well as an excessive learning curve for our thousands of older adult consumers who regularly visit the Centers and prevent a potential disruption of functionality during systems transition leading to interruption of Center activity reporting.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The continued use of MySeniorCenter will prevent burdening the thousands of older adult consumers who regularly visit the Centers with learning a new system; hindering Centers' operations and efficiencies by expending staff time on providing technical assistance to consumers while staff in turn are acclimating to a new system; extensive time and cost spent engaging with a new vendor unfamiliar with AD's operations; significant investment of resources to customize a new system. Additionally, MySeniorCenter is critical in enabling the County to meet mandated reporting requirements to the State.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: Not Applicable	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Michael Kapp, Director of Public Affairs, (213) 706-8140, mkapp@ad.lacounty.gov	

BOARD OF SUPERVISORS

Hilda L. Solis
Holly J. Mitchell
Sheila Kuehl
Janice Hahn
Kathryn Barger

EXECUTIVE LEADERSHIP

Dr. Laura Trejo
Director

Lorenza C. Sánchez
Chief Deputy

Jose R. Perez
Administrative Deputy II

Anna Avdalyan
Assistant Director

GET IN TOUCH

510 S. Vermont Avenue
Los Angeles, CA 90020
ad.lacounty.gov
info@ad.lacounty.gov

**Aging & Adult Information &
Assistance Line:**
(800) 510-2020
Report Elder Abuse:
(877) 477-3646
Community & Senior Centers:
(323) 260-2003
**Disability Information &
Access Line:**
(888) 677-1199



October 18, 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:

**APPROVE SOLE SOURCE CONTRACT EXTENSION
WITH XAVUS SOLUTIONS, LLC FOR THE PROVISION
OF SENIOR AND COMMUNITY CENTERS CLIENT
TRACKING SOFTWARE
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

County of Los Angeles Aging and Disabilities Department (AD) seeks delegated authority to execute a sole source amendment to extend an existing agreement with Xavus Solutions, LLC (Xavus Solutions), for the provision of the MySeniorCenter system that allows for tracking of all services provided to the clients of the Department's 14 senior and community centers (Centers). The current Agreement will expire on November 15, 2022. AD is seeking the contract extension as the Xavus Solutions system effectively meets the County of Los Angeles' (County) needs, the market has not yielded better alternatives, and there are operational risks and costs associated with implementing a new system now.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of AD, or her designee, to approve and execute a sole source contract amendment with Xavus Solutions, subject to review and approval by County Counsel as to form. The amendment

extends the contract term for one (1) year with three (3) optional one (1) year renewals and will increase the maximum Contract sum by an estimated \$310,006, which includes: \$60,610 for the one-year base year, \$60,610 for optional year one (1), \$60,610 for optional year two (2), \$60,610 for optional year three (3), \$36,360 for pool dollars to perform optional work during the extended term, and \$31,206 for data downloads. Attachment I includes the extended term pricing chart.

2. Delegate authority to the Director of AD, or her designee, to execute amendments with Contractor as follows: 1) add or change certain terms of conditions in the Agreement as required by the Board or Chief Executive Officer, subject to the review and approval of County Counsel; and 2) to increase or decrease the contract amounts (including, but not limited to, baseline funds, one-time only funds, supplemental monies, and/or local/federal funds), which may exceed 10% of the Maximum Agreement Sum in response to the availability of funding and/or based on contractor's performance, provided that: (a) the total allocation does not exceed available funding; and (b) AD obtains County Counsel approval as to form of the amendment prior to any such amendment.
3. Delegate authority to the Director of AD, or her designee, to terminate Agreements for convenience, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest provided that: (a) Contractor is provided a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty calendar days after the notice is sent; and (b) the Board is provided a memo informing of the Department's intent to terminate with the effective date of termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommend actions will allow AD to extend the current contract as a sole source agreement with Xavus Solutions for up to four (4) years unless AD decides to terminate the agreement for default or convenience as set forth in the original agreement. AD is seeking this extension since the current Xavus Solutions software, known as MySeniorCenter, effectively meets the needs of consumers and of the County. Moreover, the market has not yielded better alternatives. The significant benefits of MySenior Center outweigh the operational risks and costs associated with implementing a new system.

There will be no implementation cost such as data migration, training of staff and users, project management, and additional consulting services with the extension; therefore, the projected costs will be less than the current Agreement. Additionally, there will be cost savings as they relate to transition and training for our Departmental staff, an avoidance of an excessive learning curve of a new process to access services for the Department's older adult clients (users), and the added costs of staff time to develop and conduct a solicitation.

The Department has worked with the vendor to implement key customizations to the software to support AD's reporting activities, which includes:

- Extraction and transformation of MySeniorCenter Solution data for use within the Department's data warehouse for analysis and ah-hoc reporting; and
- Integration of the MySeniorCenter system with AD's GetCare system, which supports AAA data collection and reporting operations (real time status and tracking of consumers and services from contracted AAA support vendors), enabling AD to link consumers, services and activities for both AAA and Center programs.
- A data dictionary which allows the Department to classify activities within the Centers so that they can be claimed appropriately as direct services to the State and funded with CDA dollars.

To rebuild these frameworks for a new vendor is a costly and time-consuming process. The Direct Staffing costs to convert the MySeniorCenter data if another Vendor is selected during the RFP Process is \$260,876 which exceeds the annual costs of the current service by over 400%. Aside from the direct staffing costs, there are also opportunity costs associated with reallocating resources from other endeavors to perform a rebuild.

In summary, it is in the best economic interest of the County to approve a sole source amendment with Xavus Solutions. Procuring a similar system from another vendor would involve a lengthy system development and implementation project to support these current capabilities, and there are operational risks and costs associated with implementing a new system.

FISCAL IMPACT/FINANCING

The funding for the system is provided by the Older Americans Act (OAA) through the California Department of Aging (CDA) and County General Funds AD received through its annual budget for the operations of Community Centers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

AD operates 14 Centers located throughout the County, from San Pedro and South Los Angeles to the San Gabriel Valley and Lancaster. AD's Centers are recognized by the OAA as a community focal point and have become one of the most widely accessed services among older adults in the United States. Senior centers serve as a gateway to the nation's aging network – connecting 1 million older adults to vital community services that can help them stay healthy and independent. An estimated 75% of participants visit their center 1 to 3 times per week. They spend an average of 3.3 hours per visit. AD uses the MySeniorCenter application, a hosted solution, to efficiently track the number of clients who visit our Centers and the specific services they receive in real time, enabling the County to meet state reporting requirements.

Senior centers offer a wide variety of programs and services, including:

- Meal and nutrition programs
- Information and assistance

- Health, fitness, and wellness programs
- Transportation services
- Public benefits counseling
- Employment assistance
- Volunteer and civic engagement opportunities
- Social and recreational activities
- Educational and arts programs
- Intergenerational programs

The system uses touch screens, plastic barcode cards, and key fobs to record each consumer's entry into the Centers and his/her participation in the scheduled activities within that Center. Consumers can scan their card and select from a touch screen menu in their preferred language to access the services as well as make reservations for future Center events. Center staff can use portable memory scanners to track participation at offsite events that would otherwise not be possible. In Fiscal Year 2020-21, our Centers provided 248,857 units of services to 61,216 unduplicated clients.

The Agreement includes all Board of Supervisors' required provisions.

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 that this recommended action does not include any new technology items that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

Xavus Solutions was awarded through a competitive RFP process released on January 12, 2012 for qualified vendors to provide a web-based solution to automate AD's Centers (then Community and Senior Services) by providing activity management reporting and data extract capabilities. The Evaluation Committee recommended Xavus Solutions for award based on the highest overall evaluation score. The Board authorized an Agreement with Xavus Solutions on May 15, 2012 for a three (3)-year term, with two (2) one (1)-year extensions for a total five (5)-year term. The contract with Xavus Solutions became effective on May 15, 2012 and was set to expire November 15, 2017. AD (then Workforce Development and Aging and Community Services, WDACS) then entered into a sole source contract amendment with Xavus Solutions on November 16, 2017 and is set to expire on November 15, 2022. The Department notified your Board on June 16, 2022 of our intent to enter into a sole source contract amendment with Xavus Solutions for a maximum contract term not to exceed four (4) years. The contract term will be from November 16, 2022 through November 15, 2026, for a total amount estimated at \$310,006.

The required Sole Source Checklist and justifications have been approved by CEO and are

included herein as Attachment II.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued and uninterrupted provision and tracking of critical services for older adults at AD's 14 Centers throughout the County.

CONCLUSION

Should you have any questions, you may contact me directly, or your staff may contact Mr. Michael Kapp, Director of Public Affairs, at (213) 706-8140 or by email at mkapp@ad.lacounty.gov.

Respectfully submitted,

Reviewed by,

Dr. Laura Trejo
Director

PETER LOO
Acting Chief Information Officer

LT:RT

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

Attachment(s)

**COMMUNITY AND SENIOR CENTERS AUTOMATION SOLUTION/
CLIENT TRACKING SOFTWARE
EXTENDED TERM PRICING**

November 16, 2022 through November 15, 2023

Extended Years Under Amendment No. 2	Contract Fee Components	Annual Fee
Year 1: 2022-23	Licenses, hosting, maintenance	\$60,610
Year 2 Renewal (Optional): 2023-24	Licenses, hosting, maintenance	\$60,610
Year 3 Renewal (Optional): 2024-25	Licenses, hosting, maintenance	\$60,610
Year 4 Renewal (Optional): 2025-26	Licenses, hosting, maintenance	\$60,610
Pool Dollars		\$36,360
Data Downloads		\$31,206
Total		\$310,006

SOLE SOURCE CHECKLISTDepartment Name: Aging and Disabilities Department☐ New Sole Source Contract☒ Sole Source Amendment to Existing ContractDate Existing Contract First Approved: January 12, 2012

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

Chief Executive Office_____
Date

AD has analyzed the acquisition costs for the MySeniorCenter Solution. A full contract solicitation process for a replacement MySeniorCenter Solution would cause a significant economic burden on AD for the following reasons:

1. AD has significant investments in its custom data integration framework, which connects the vendors' source databases into an internal application model. To rebuild these frameworks for a new vendor is a costly and time-consuming process. The Direct Staffing costs to convert the MySeniorCenter data if another Vendor is selected during the RFP Process is \$260,876 which exceeds the annual costs of the current service by over 400%. Aside from the direct staffing costs, there are also opportunity costs associated with reallocating resources from other endeavors to perform a rebuild.
2. End user orientation imposes a large and unquantifiable cost to the organization in terms of lost productivity and operational disruption.
3. The procurement process itself creates a significant drain on AD's IT and subject matter resources in terms of the Departments' overall pool of project staff.

Table 1 below identifies the added costs of Contracts staffing time to develop the Request for Proposals (RFP) solicitation, handle proposals, conduct the evaluations, develop and negotiate the resulting contract, and implementation of the new system.

Table 1

Scenario	Contracting Process (RFP or Extension)	Implementation Costs	Direct Staffing Costs	Total Costs	% Of Contract Service Fees
RFP with no Vendor Change	\$130,240	\$0	\$0	\$130,240	53.7%
RFP with Vendor Change	\$130,240	\$431,682	\$260,876	\$822,798	339.38%
Contract Extension	\$0	\$0	\$0	\$0	0%

AMENDMENT NUMBER TWO

COMMUNITY AND SENIOR CENTERS AUTOMATION SOLUTION/CLIENT TRACKING SOFTWARE AGREEMENT

This Amendment Number Two ("Amendment No. 2") is entered into by and between the County of Los Angeles through its Department of Aging and Disabilities ("County" or "AD") and Xavus Solutions, LLC, a Delaware corporation ("Contractor"), effective as of November 16, 2022.

WHEREAS, County and Contractor have entered into the Community Senior Centers Automation Solution/Client Tracking Software Agreement, effective as of May 30, 2012 (the "Original Agreement"), to develop and implement the Community and Senior Centers Automation Solution, a client tracking system (herein referred to as "MySeniorCenter") for the benefit of the County; and

WHEREAS, the Original Agreement was extended for two optional one-year extensions through November 15, 2017 as neither the County or Contractor exercised the 30-day written notice of non-renewal that was provided for in the Original Agreement under Paragraph 7.2, Extended Term; and

WHEREAS, County and Contractor entered into Amendment No. 1 to further extend the term of the Agreement for additional five (5) years which commenced on November 16, 2017 through November 15, 2022 at the annual maintenance fee of \$50,100 for hosting, licensing, and maintenance; and

WHEREAS, County and Contractor entered into Amendment No. 1 to update certain provisions of the Original Agreement required by the County's Board of Supervisors to reflect changes made since County and Contractor entered into the Original Agreement; and

WHEREAS, County and Contractor desire to enter into Amendment No. 2 to amend the Agreement to further extend the term for one (1) year commencing on November 16, 2022 through November 15, 2023 with the option to exercise three (3) additional one-year extensions thereafter; and

WHEREAS, County and Contractor additionally desire to update certain provisions of the Agreement required by the Board of Supervisors to reflect changes made since County and Contractor entered into Amendment No.2.; and

WHEREAS, upon execution of Amendment No. 2, together with Amendment No. 1 and the Original Agreement, shall collectively be referred to as "Agreement"; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall have full force and effect as if fully set forth herein.
2. Paragraph 1, Applicable Documents, Subparagraph 1.1, Interpretation, of the Agreement is deleted in its entirety and replaced as follows:

The provisions of this Agreement (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H, I, M, N, O, P, Q, and R including all Attachments and Schedules thereto, attached hereto, and Exhibits J, K, and L (if any), not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as "Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

- Attachment A.1 – System Requirements
- Attachment A.2 – System Configuration
- Attachment A.3 – Baseline Application
- Attachment A.4 – Client Environment Specifications
- Attachment A.5 – Community and Senior Centers

Exhibit B – Pricing Schedule

- Schedule B.1 – Optional Work Schedule
- Schedule B.2 – Extended Term Pricing
- Schedule B.3 – Extended Term Pricing

Exhibit C – Project Schedule

Exhibit D – Service Level Agreement

- Schedule D.1 – Network Data Classification Standard
- Schedule D.2 – IT Confidentiality and Acceptable Use Agreement

Exhibit E – Administration of Agreement

Exhibit F – Contractor Acknowledgment, Confidentiality and Copyright Assignment Agreement

Exhibit G – Contractor’s EEO Certification

Exhibit H – Jury Service Program

Exhibit I – Safely Surrendered Baby Law

Exhibit J – Request for Proposals (incorporated by reference)

Exhibit K – Contractor’s Proposal (incorporated by reference)

Exhibit L – Source Code Escrow Agreement (incorporated by reference)

Exhibit M – Contractor’s Compliance with Encryption Requirements

Exhibit N – Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

Exhibit O –COVID-19 Vaccination Certification of Compliance has been revised to include clarification for Contractor Personnel.

Exhibit P – Information Security and Privacy Requirements

Exhibit Q – Business Associate Agreement Under The Health Insurance Portability and Accounting Act of 1996 (HIPAA).

Exhibit R -FEMA COVID-19 Provisions

3. Paragraph 4, Changes Notices and Amendments, Subparagraph 4.7, Facsimile, is deleted in its entirety and replaced with Counterparts and Electronic Signatures and Representations.

4.7 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will 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 4.3 (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.

4. Paragraph 7, Term, Subparagraph 7.2, Extended Term, of the body of the Agreement is amended to add another term of (one) year to the Extended Term of the Agreement, effective November 16, 2022 through November 15, 2023, with only three (3) optional one-year extensions remaining.

7.2 Extended Term

At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to six (6) additional consecutive one (1) year terms (hereinafter "Extended Term"), at one year at a time, subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Term, or the Extended Term, as applicable, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, County notifies in writing Contractor that it elects not to extend the Agreement pursuant to this Paragraph 7.

As of Amendment No. 1, an additional one year was added to the Extended Term, effective November 16, 2017 through November 15, 2018, with only three (3) optional one-year extensions remaining.

As of Amendment No. 2, an additional one year was added to the Extended Term, effective November 16, 2022 through November 15, 2023, with only three (3) optional one-year extensions remaining.

County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Agreement term extension option.

5. Paragraph 8, Contract Sum, Subparagraph 8.1, Maximum Contract Sum, Subparagraph 8.1.1 is added to the Agreement as follows:

8.1.1 The Maximum Contract Sum shall be increased from Five Hundred Ninety Thousand and Five Hundred Dollars (\$590,500) to Nine Hundred Thousand and Five Hundred and Six Dollars (\$900,506), which is an increase of \$310,006 to accommodate continued licensing, hosting, data downloads and maintenance work required during the extended term of the Agreement. See table below for extended term pricing:

Extended Years Under Amendment No. 2	Annual Fee
Year 1: 2022-23	\$60,610
Year 2 Renewal (Optional): 2023-24	\$60,610
Year 3 Renewal (Optional): 2024-25	\$60,610
Year 4 Renewal (Optional): 2025-26	\$60,610
Pool Dollars	\$36,360
Data Downloads	\$31,206
Total	\$310,006

6. Paragraph 14.4.4, Workers' Compensation and Employers' Insurance, of the Agreement is deleted in its entirety and replaced as follows:

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

7. Paragraph 14.6, Failure to Maintain Coverage, of the Agreement is deleted in its entirety and replaced as follows:

14.6 General Provisions for All Insurance Coverage

14.6.1 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 14.6 and 14.4 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.

14.6.2 Evidence of Coverage and Notice to County

14.6.2.1 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

14.6.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

14.6.2.3 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), will be construed as a waiver of any of the Required Insurance provisions.

14.6.2.4 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Aging and Disabilities
Contracts Management Division
510 S. Vermont Avenue
Los Angeles, CA 90020
Attention: Carol Domingo, Program Manager

14.6.2.3 Contractor also must 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 must 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.

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

14.6.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will 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 must 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.

14.6.5 Failure to Maintain Insurance

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

14.6.6 Insurer Financial Ratings

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

14.6.7 Contractor's Insurance Must Be Primary

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

14.6.8 Waivers of Subrogation

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

14.6.9 Subcontractor Insurance Coverage Requirements

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

14.6.10 Deductibles and Self-Insured Retentions (SIRs)

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

14.6.11 Claims Made Coverage

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

14.6.12 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.

14.6.13 Separation of Insureds

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

14.6.14 Alternative Risk Financing Programs

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

14.6.15 County Review and Approval of Insurance Requirements

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

8. Paragraph 14.7, Technology Errors and Omissions Insurance, is added to the Agreement as follows:

14.7 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4)

systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$5 million.

9. Paragraph 14.8, Privacy/Network Security (Cyber) Liability, is added to the Agreement as follows:

14.8 Privacy/Network Security (Cyber) Liability

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$5 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; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will 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.

10. Paragraph 19, Prohibition Against Assignment and Delegation, of the Agreement is deleted in its entirety and replaced as follows:

19. Prohibition Against Assignment and Delegation

- 19.1 The contractor must 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.

- 19.2 The contractor must 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 will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 19.3 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, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.
11. Paragraph 37, Contract Hiring, Subparagraph 37.2, Consideration of GAIN/GROW Program Participants for Employment, of the Agreement is deleted in its entirety and replaced as follows:

37.2 Consideration of Hiring GAIN-GROW Participants

- 37.2.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will 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 will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@DEO.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 37.2.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

12. Paragraph 45, Safely Surrendered Baby Law, of the Agreement is deleted in its entirety and replaced as follows:

45. Acknowledgement of County's Commitment to Safely Surrendered Baby Law

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) 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/>.

45.2 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

13. Paragraph 82, Compliance with Fair Chance Employment Hiring Practices, is added to the Agreement as follows:

82. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). 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.

14. Paragraph 83, COVID-19 Vaccinations of County Contractor Personnel, is added to the Agreement as follows:

83. COVID-19 Vaccinations of County Contractor Personnel

At Contractor's sole cost, Contractor must 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").

- i. 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").
- ii. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must 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 must 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 must 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.

iii. Contractor will 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:

1. 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.
2. 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.
3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit O (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

15. Paragraph 84, Prohibition from Participation in Future Solicitation(s), is added to the Agreement as follows:

84. Prohibition from Participation in Future Solicitations (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 will 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 will survive the expiration, or other termination of this Agreement.

- 16.Paragraph 85, Compliance with the County Policy of Equity, is added to the Agreement as follows:

85.Compliance with the County Policy of Equity

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

- 17.Paragraph 86, Information Technology, Security and Privacy Requirements, is added to the Agreement as follows:

86. Information Technology, Security and Privacy Requirements

86.1 In the course of completing the Work and providing Services under this Agreement, Contractor shall use any Information Technology Systems (ITS) as designated by County. This paragraph and Exhibit P (Information Security and Privacy requirements) sets forth the requirements for the ITS which Contractor shall use. This Paragraph 86 and Exhibit P also sets forth the security procedures for these systems which Contractor shall have in place by the effective date of this Agreement and which Contractor shall maintain throughout the Agreement term. They present a minimum standard only. Contractor shall implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 86.2 (County

Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

86.2 County Information Assets

86.2.1 County Information Assets are PSCI and include (but are not limited to):

- 86.2.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.
- 86.2.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 86.2.1.3 Personal Information as defined in California Civil Code Section 1798.29(g).
- 86.2.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.
- 86.2.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

18. Exhibit B (Pricing Schedule), of the Agreement is amended to add the attached Schedule B.3, Extended Term Pricing.
19. Exhibit N, Business Associate Agreement Under The Health Insurance Portability and Accounting Act of 1996 (HIPAA), Section 5, Subsection 5.2.2 has been revised to include updated HIPAA contact information.
20. Exhibit O, COVID-19 Vaccination Certification of Compliance, is added to the Agreement.
21. Exhibit P, Information Security and Privacy Requirements, is added to the Agreement.
22. Exhibit Q, FEMA COVID-19 Provisions, is added to the Agreement.

Except for the changes specifically set forth in this Amendment, the Agreement shall not be changed in any other respect, with all other terms and conditions remaining in full force and effect.

[Document continues on the next page]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Two** to be subscribed on its behalf by the Director of Aging and Disabilities, and the Contractor has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor.

COUNTY OF LOS ANGELES

By _____
Dr. Laura Trejo, Director
County of Los Angeles
Aging and Disabilities Department

Date

SUBRECIPIENT

Contractor Legal Name

By _____
Name of Authorized
Representative

Date

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Dawyn R. Harrison, County Counsel

By _____

Truc Moore
Principal Deputy County Counsel

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/28/2022	
BOARD MEETING DATE	10/18/2022	
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)	Aging and Disabilities Department (AD)	
SUBJECT	Sole Source Amendment with WellSky for HAPS System	
PROGRAM	Adult Protective Services (APS)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	AD is requesting a term extension because the HAPS application effectively meets the Department's needs, the market has not yielded better alternatives, and there are operational risks and costs associated with implementing a new system.	
DEADLINES/ TIME CONSTRAINTS	The current Agreement will expire on December 5, 2022.	
COST & FUNDING	Total cost: \$1,537,190	Funding source: California Department of Social Services (CDSS)
	TERMS (if applicable): Seeking a term of one (1) year with three (3) optional one-year extensions.	
	Increase contract sum by an estimated \$327,385 for year one (1), \$343,754 for optional year one, \$360,942 for optional year two, \$378,989 for optional year three, \$81,462 for data extract, and \$32,183 for SFAX Feature, \$4,990 for SFAX storage Fees, \$7,485 for SFAX Support for a total additional sum of \$1,537,190.	
PURPOSE OF REQUEST	The purpose is to request delegated authority from the Board for AD to execute a sole source amendment to the existing agreement with WellSky, to provide the continued provision of the HAPS application. Maintaining the HAPS application will allow the County to save implementation and customization costs and prevent a significant workload interruption that would impact the well-being of frail older and dependent adults.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The HAPS application is used by APS for the real time tracking of 5,000 cases of abuse and neglect monthly. Real time information is critical to the safety and well-being of not only the APS social workers but to all APS clients, as it provides an immediate indication of the allegations of what may be occurring in a home, which helps a social worker to develop an informed case plan for quick intervention. The continued use of HAPS will prevent expending APS staff and stakeholder time in training to use a new system; expend significant investment of resources to customize a new system; and cost of staff time to develop and conduct a solicitation. Additionally, HAPS complies with CDSS mandatory reporting and County's guidelines as it pertains to data integrity and security.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: Not Applicable	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Michael Kapp, Director of Public Affairs, (213) 706-8140, mkapp@ad.lacounty.gov	

BOARD OF SUPERVISORS

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Holly J. Mitchell
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Director

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Chief Deputy

Jose R. Perez
Administrative Deputy II

Anna Avdalyan
Assistant Director

GET IN TOUCH

510 S. Vermont Avenue
Los Angeles, CA 90020
ad.lacounty.gov
info@ad.lacounty.gov

**Aging & Adult Information &
Assistance Line:**
(800) 510-2020
Report Elder Abuse:
(877) 477-3646
Community & Senior Centers:
(323) 260-2003
**Disability Information &
Access Line:**
(888) 677-1199



October 18, 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:

**APPROVE SOLE SOURCE CONTRACT EXTENSION
WITH WELLSKY FOR THE PROVISION OF CASELOAD
TRACKING SOFTWARE FOR ADULT PROTECTIVE
SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

County of Los Angeles Aging and Disabilities Department (AD) seeks delegated authority to execute a sole source amendment to extend an existing agreement with WellSky Human and Social Services Corporation (WellSky), formerly known as Mediware DBA Harmony Information Systems, Inc. for the provision of the Harmony Adult Protective Services (HAPS) application, that allows caseload tracking of all Adult Protective Services (APS) clients. The current Agreement will expire on December 5, 2022. AD is seeking the contract extension as the HAPS application effectively meets the County of Los Angeles' (County) needs, the market has not yielded better alternatives, and there are operational risks and costs associated with implementing a new system now.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of AD, or her designee, to approve and execute a sole source contract amendment with WellSky, subject to review and approval by County Counsel as to form. The amendment

extends the contract term for one (1) year with three (3) optional one (1) year renewals and will increase the maximum Contract sum by an estimated \$1,537,190, which includes: \$327,385 for the one-year base year, \$343,754 for optional year one (1), \$360,942 for optional year two (2), \$378,989 for optional year three (3), \$81,462 for data extract, \$32,183 for SFAX Feature, \$4,990 for SFAX storage fees, and \$7,485 for SFAX Support. Attachment I includes the extended term pricing chart.

2. Delegate authority to the Director of AD, or her designee, to execute amendments with Contractor as follows: 1) add or change certain terms of conditions in the Agreement as required by the Board or Chief Executive Officer, subject to the review and approval of County Counsel; and 2) to increase or decrease the contract amounts (including but not limited to baseline funds, one-time only funds, supplemental monies, and/or local/federal funds), which may exceed 10% of the Maximum Agreement Sum in response to the availability of funding and/or based on contractor's performance, provided that: (a) the total allocation does not exceed available funding; and (b) AD obtains County Counsel approval as to form of the amendment prior to any such amendment.

3. Delegate authority to the Director of AD, or her designee, to terminate Agreements for convenience, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest provided that: (a) Contractor is provided a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty calendar days after the notice is sent; and (b) the Board is provided a memo informing of the Department's intent to terminate with the effective date of termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommend actions will allow AD to extend the current contract as a sole source agreement with WellSky for up to four (4) years unless AD decides to terminate the agreement for default or convenience as set forth in the original agreement. AD is seeking this extension since the current HAPS application effectively meets the needs of consumers and of the County. Moreover, the market has not yielded better alternatives. The Department has worked closely with WellSky since 2010 to enhance the HAPS system to ensure it meets the County's needs.

The significant benefits of the HAPS application outweigh the operational risks and costs associated with implementing a new system. Risks and cost factors include re-training all APS staff stakeholders to use a new system. This process can take several months, would impact efficiency, and would impact the well-being of frail older and dependent adults. AD would also need to perform a costly rebuild of its data interface with HAPS, which took over a year to complete the current system. Data collected by HAPS is hosted in a SSAE-16 SOC2/3 certified data center, which meets the County's guidelines as it pertains to data integrity and security. To rebuild these frameworks for a new vendor is a costly and time-consuming process. The Direct Staffing costs to convert HAPS data if another Vendor is selected during the RFP Process is \$260,876. Aside from the direct staffing costs, there are also opportunity costs associated with reallocating resources from other endeavors to perform a rebuild. With the extension there will

be no implementation cost such as data migration, training of staff and users, project management, and additional consulting services. Additionally, there will be cost savings as they relate to transition and training for our Departmental staff and the added costs of staff time to develop and conduct a solicitation.

In summary, it is in the best economic interest of the County to approve a sole source amendment with WellSky. Procuring a similar system from another vendor would involve a lengthy system development and implementation project to support these current capabilities, and there are operational risks and costs associated with implementing a new system.

FISCAL IMPACT/FINANCING

There is no impact on Net County Costs (NCC). The funding for the system is with California Department of Social Services (CDSS) APS state funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

AD operates the largest APS network in California. Approximately 4,600 referrals of abuse and neglect are reported to APS each month. APS uses the HAPS case management system to effectively manage a growing caseload. Our intake caseload has grown from 2400 per month in 2011 to the current 4,600 per month. AD uses HAPS to support APS program elements such as case intake, tracking, follow up and monitoring. It can handle multiple workflows for physical abuse, financial exploitation, neglect, and other forms of abuse. The HAPS web-based case intake capabilities enable social workers, members of the public and mandated reporters to report abuse or neglect allegations instantly and securely. Currently, 40% of our abuse reports are received through the HAPS web-based intake process. Likewise, the system permits all departmental users to view cases in real time, while matching other investigation that may be associated with that record. Real time information is critical to the safety and well-being of not only the APS social workers but to all APS clients, as it provides an immediate indication of the allegations of what may be occurring in a home, which helps a social worker to develop an informed case plan for quick intervention. Finally, the system's combination of real-time data and ability to generate geographic information enables social workers to quickly identify and follow-up with clients who may be impacted by fires, earthquakes, heatwaves, blackouts and other emergency situations.

HAPS complies with CDSS mandatory reporting and operational requirements as it provides accessibility to data through daily data downloads that are utilized to generate PowerBI and Cognos reports to ensure appropriate supervision of APS staff by tracking case information, case deadlines and mandatory monthly reports. It has an extensive management reporting system that enables supervisors and managers to obtain caseload reports of all active cases, including cases that are scheduled for closure. It also provides functionality that is essential to the overall management of the APS program.

The Agreement includes all Board of Supervisors' required provisions.

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 that this recommended action does not include any new technology items that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

WellSky (then known as Harmony) was selected in March of 2010, following a competitive RFP process for qualified vendors for an APS case management caseload system released on August 24, 2009. The Board authorized an Agreement with Harmony on March 30, 2010, for a five (5) year term with two (2) optional one (1) year extensions. The Harmony Agreement became effective on March 31, 2010, and was set to expire on December 5, 2017. AD (then Workforce Development and Aging and Community Services, WDACS) then entered into a sole source contract amendment with Harmony on December 6, 2017 and is set to expire on December 5, 2022. The Department notified your Board on August 1, 2022 of our intent to enter into a sole source contract amendment with WellSky for a maximum contract term not to exceed four (4) years. The contract term will be from December 6, 2022 through December 5, 2026, for a total amount estimated at \$1,635,473.

The required Sole Source Checklist and justifications have been approved by CEO and are included herein as Attachment II.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued and uninterrupted provision of APS services throughout the County thereby enabling AD to continue providing protective services to older adults in an efficient and comprehensive manner.

CONCLUSION

Should you have any questions, you may contact me directly, or your staff may contact Mr. Michael Kapp, Director of Public Affairs, at (213) 706-8140 or by email at mkapp@ad.lacounty.gov.

Respectfully submitted,

Reviewed by,

Dr. Laura Trejo
Director

PETER LOO
Acting Chief Information Officer

The Honorable Board of Supervisors
October 18, 2022
Page 5

LT:RT

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

Attachment(s)

HAPS APPLICATION
EXTENDED TERM PRICING

December 6, 2022 through December 5, 2023

Extended Years Under Amendment No. 2	Contract Fee Components	Annual Fee
Year 1: 2022-23	Licenses, hosting, maintenance	\$327,385
Year 2 Renewal (Optional): 2023-24	Licenses, hosting, maintenance	\$343,754
Year 3 Renewal (Optional): 2024-25	Licenses, hosting, maintenance	\$360,942
Year 4 Renewal (Optional): 2025-26	Licenses, hosting, maintenance	\$378,989
Data Extract		\$81,462
SFAX Feature		\$32,183
SFAX Storage Fees		\$4,990
SFAX Support		\$7,485
Total		\$1,537,190

SOLE SOURCE CHECKLISTDepartment Name: Aging and Disabilities Department☐ New Sole Source Contract☒ Sole Source Amendment to Existing ContractDate Existing Contract First Approved: March 30, 2010

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

Chief Executive Office_____
Date

AD has analyzed the acquisition costs for the HAPS application. A full contract solicitation process for a replacement HAPS application would cause a significant economic burden on AD for the following reasons:

1. AD has significant investments in its custom data integration framework, which connects the vendors' source databases into an internal application model. To rebuild these frameworks for a new vendor is a costly and time-consuming process. The Direct Staffing costs to convert the HAPS data if another Vendor is selected during the RFP Process is \$260,876. Aside from the direct staffing costs, there are also opportunity costs associated with reallocating resources from other endeavors to perform a rebuild.
2. End user orientation imposes a large and unquantifiable cost to the organization in terms of lost productivity and operational disruption.
3. The procurement process itself creates a significant drain on AD's IT and subject matter resources in terms of the Departments' overall pool of project staff.

Table 1 below identifies the added costs of Contracts staffing time to develop the Request for Proposals (RFP) solicitation, handle proposals, conduct the evaluations, develop and negotiate the resulting contract, and implementation of the new system.

Table 1

Scenario	Contracting Process (RFP or Extension)	Implementation Costs	Direct Staffing Costs	Total Costs	% Of Contract Service Fees
RFP with no Vendor Change	\$130,240	\$0	\$0	\$130,240	7.13%
RFP with Vendor Change	\$130,240	\$549,767	\$260,876	\$940,883	57.5%
Contract Extension	\$0	\$0	\$0	\$0	0%

AMENDMENT NUMBER TWO

ADULT PROTECTIVE SERVICES SOLUTION AGREEMENT

This Amendment Number Two ("Amendment No. 2") is entered into by and between the County of Los Angeles through its Department of Aging and Disabilities ("County" or "AD") and WellSky Human and Social Services Corporation (WellSky) formerly known as Mediware Human and Social Services, Inc. DBA Harmony Information Systems ("Contractor"), effective as of December 6, 2022.

WHEREAS, County and Contractor have entered into the Agreement for the Adult Protective Services (APS) Solution, effective as of March 31, 2010 (the "Original Agreement"), to develop and implement a web-based case management system for the APS Program, or Harmony for APS (hereinafter referred to as "HAPS") for the benefit of the County; and

WHEREAS, the Original Agreement was extended for two optional one-year extensions through December 5, 2017 as neither the County or Contractor exercised the 60-day written notice of non-renewal that was provided for in the Original Agreement under Paragraph 7.2, Extended Term; and

WHEREAS, County and Contractor entered into Amendment No. 1 to further extend the term of the Agreement for additional five (5) years which commenced on December 6, 2017 through December 5, 2022 at the annual maintenance fee of \$311,795 for hosting, licensing, and maintenance; and

WHEREAS, County and Contractor entered into Amendment No. 1 to update certain provisions of the Original Agreement required by the County's Board of Supervisors to reflect changes made since County and Contractor entered into the Original Agreement; and

WHEREAS, County and Contractor desire to enter into Amendment No. 2 to amend the Agreement to further extend the term for one (1) year commencing on December 6, 2022 through December 5, 2023 with the option to exercise three (3) additional one-year extensions thereafter; and

WHEREAS, County and Contractor additionally desire to update certain provisions of the Agreement required by the Board of Supervisors to reflect changes made since County and Contractor entered into Amendment No.2.; and

WHEREAS, upon execution of Amendment No. 2, together with Amendment No. 1 and the Original Agreement, shall collectively be referred to as "Agreement"; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall have full force and effect as if fully set forth herein.
2. Paragraph 1, Applicable Documents, Subparagraph 1.1, Interpretation, of the Agreement is deleted in its entirety and replaced as follows:

The provisions of this Agreement (hereinafter “Base Agreement”), along with Exhibits A, B, C, D, E, F, G, H, I, J, N, O, P, Q, and R including all Attachments and Schedules thereto, attached hereto, and Exhibits K, L, and M, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as “Agreement.” In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

Attachment A.1 – System Requirements

Attachment A.2 – System Configuration

Exhibit B – Pricing Schedule

Schedule B.1 – Optional Work Schedule

Schedule B.2 – Extended Term Pricing

Schedule B.3 – Extended Term Pricing

Exhibit C – Project Schedule

Exhibit D – Service Level Agreement

Schedule D.1 – County’s Remote Access Policies

Schedule D.2 – LA County Extranet IT Security Standards

Schedule D.3 – IT Confidentiality and Acceptable Use Agreement

Exhibit E – Administration of Agreement

Exhibit F – Contractor Acknowledgment, Confidentiality and Copyright Assignment Agreement

Exhibit G – Contractor’s EEO Certification

Exhibit H – Jury Service Program

Exhibit I – Safely Surrendered Baby Law

Exhibit J – Charitable Contributions Certification

Exhibit K – Source Code Escrow Agreement (incorporated by reference)

Exhibit L - Request for Proposals (incorporated by reference)

Exhibit M – Contractor’s Proposal (incorporated by reference)

Exhibit N – Contractor’s Compliance with Encryption Requirements

Exhibit O – Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

Exhibit P – Information Security and Privacy Requirements

Exhibit Q -FEMA COVID-19 Provisions

Exhibit R –COVID-19 Vaccination Certification of Compliance has been revised to include clarification for Contractor Personnel.

3. Paragraph 17, Changes Notices and Amendments, Subparagraph 17.7, Facsimile, is deleted in its entirety and replaced with Counterparts and Electronic Signatures and Representations.

17.7 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will 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 4.3 (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.

4. Paragraph 7, Term, Subparagraph 7.2, Extended Term, of the body of the Agreement is amended to add another term of (one) year to the Extended Term of the Agreement, effective December 6, 2022 through December 5, 2023, with only three (3) optional one-year extensions remaining.

7.2 Extended Term

At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to two (2) additional consecutive one (1) year terms (hereinafter "Extended Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Term, or the Extended Term, as applicable, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, County notifies in writing Contractor that it elects not to extend the Agreement pursuant to this Paragraph 2.

As of Amendment No. 1, an additional term of five (5) years was added to the Extended Term of the Agreement, effective December 6, 2017 through December 5, 2022.

As of Amendment No. 2, an additional one year was added to the Extended Term, effective December 6, 2022 through December 5, 2023, with only three (3) optional one-year extensions remaining.

5. Paragraph 8, Contract Sum, Subparagraph 8.1, Maximum Contract Sum, Subparagraph 8.1.1 is added to the Agreement as follows:

8.1.1 The Maximum Contract Sum shall be increased from Nine Hundred Thousand and Five Hundred and Six Dollars (\$900,506) to Two Million Five Hundred Thirty-Five Thousand Nine Hundred Seventy-Nine Dollars (\$2,535,979), which is an increase of \$1,635,473 to accommodate continued licensing, hosting, data extract, SFAX and maintenance work required during the extended term of the Agreement.

6. Paragraph 14.4.4, Workers' Compensation and Employers' Insurance, of the Agreement is deleted in its entirety and replaced as follows:

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

cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

7. Paragraph 14.5, Failure to Maintain Coverage, of the Agreement is deleted in its entirety and replaced as follows:

14.5 General Provisions for All Insurance Coverage

14.5.1 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 14.6 and 14.4 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.

14.5.2 Evidence of Coverage and Notice to County

14.5.2.1 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

14.5.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

14.5.2.3 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), will be construed as a waiver of any of the Required Insurance provisions.

14.5.2.4 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Aging and Disabilities
Contracts Management Division
510 S. Vermont Avenue
Los Angeles, CA 90020
Attention: Carol Domingo, Program Manager

14.5.2.5 Contractor also must 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 must 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.

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

14.5.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will 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 must 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.

14.5.5 Failure to Maintain Insurance

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

14.5.6 Insurer Financial Ratings

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

14.5.7 Contractor's Insurance Must Be Primary

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

15.5.8 Waivers of Subrogation

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

14.5.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor

complies with the Required Insurance provisions herein and must require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

14.5.9 Deductibles and Self-Insured Retentions (SIRs)

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

14.5.10 Claims Made Coverage

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

14.5.11 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.

14.5.12 Separation of Insureds

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

14.5.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its

Agents must be designated as an Additional Covered Party under any approved program.

14.5.14 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. Paragraph 14.76, Technology Errors and Omissions Insurance, is added to the Agreement as follows:

14.6 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$5 million.

9. Paragraph 14.7, Privacy/Network Security (Cyber) Liability, is added to the Agreement as follows:

14.7 Privacy/Network Security (Cyber) Liability

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$5 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; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the

County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will 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.

10. Paragraph 20, Prohibition Against Assignment and Delegation, of the Agreement is deleted in its entirety and replaced as follows:

20. Prohibition Against Assignment and Delegation

- 20.1 The contractor must 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.
- 20.2 The contractor must 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 will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 20.3 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, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

11. Paragraph 60, Contract Hiring, Subparagraph 60.2, Consideration of GAIN/GROW Program Participants for Employment, of the Agreement is deleted in its entirety and replaced as follows:

60.2 Consideration of Hiring GAIN-GROW Participants

60.2.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will 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 will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@DEO.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

12. Paragraph 72, Safely Surrendered Baby Law, of the Agreement is deleted in its entirety and replaced as follows:

72. Acknowledgement of County's Commitment to Safely Surrendered Baby Law

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) 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/>.

72.2 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

13. Paragraph 79, Compliance with Fair Chance Employment Hiring Practices, is added to the Agreement as follows:

79. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). 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.

14. Paragraph 80, COVID-19 Vaccinations of County Contractor Personnel, is added to the Agreement as follows:

80. COVID-19 Vaccinations of County Contractor Personnel

At Contractor's sole cost, Contractor must 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").

- i. 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").
- ii. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must 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 must 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 must 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.

- iii. Contractor will 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:
 - 1. 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.
 - 2. 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.

3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit R (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

15. Paragraph 81, Prohibition from Participation in Future Solicitation(s), is added to the Agreement as follows:

81. Prohibition from Participation in Future Solicitations (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 will 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 will survive the expiration, or other termination of this Agreement.

16. Paragraph 82, Compliance with the County Policy of Equity, is added to the Agreement as follows:

82. Compliance with the County Policy of Equity

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

17.Paragraph 83, Information Technology, Security and Privacy Requirements, is added to the Agreement as follows:

83. Information Technology, Security and Privacy Requirements

83.1 In the course of completing the Work and providing Services under this Agreement, Contractor shall use any Information Technology Systems (ITS) as designated by County. This paragraph and Exhibit P (Information Security and Privacy requirements) sets forth the requirements for the ITS which Contractor shall use. This Paragraph 86 and Exhibit P also sets forth the security procedures for these systems which Contractor shall have in place by the effective date of this Agreement and which Contractor shall maintain throughout the Agreement term. They present a minimum standard only. Contractor shall implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 86.2 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

83.2 County Information Assets

83.2.1 County Information Assets are PSCI and include (but are not limited to):

83.2.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.

83.2.1.2 Information that is collected, transmitted and/or accessed in the

administration of the
Program and in the
provision of Services.

83.2.1.3 Personal Information as
defined in California Civil
Code Section 1798.29(g).

83.2.1.4 Protected Health
Information as defined in
Health Insurance
Portability and
Accountability Act of 1996.

83.2.1.5 Medical Information as
defined in California Civil
Code Section 56.05(j).

18. Exhibit B (Pricing Schedule), of the Agreement is amended to add the attached
Schedule B.3, Extended Term Pricing.

19. Exhibit O, Business Associate Agreement Under The Health Insurance Portability
and Accounting Act of 1996 (HIPAA), Section 5, Subsection 5.2.2 has been revised
to include updated HIPAA contact information.

20. Exhibit P, Information Security and Privacy Requirements, is added to the
Agreement

21. Exhibit Q, FEMA COVID-19 Provisions, is added to the Agreement.

22. Exhibit R, COVID-19 Vaccination Certification of Compliance is added to the
Agreement

Except for the changes specifically set forth in this Amendment, the Agreement shall not
be changed in any other respect, with all other terms and conditions remaining in full force
and effect.

[Document continues on the next page]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Two** to be subscribed on its behalf by the Director of Aging and Disabilities, and the Contractor has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor.

COUNTY OF LOS ANGELES

By _____
Dr. Laura Trejo, Director
County of Los Angeles
Aging and Disabilities Department

Date

SUBRECIPIENT

Contractor Legal Name

By _____
Name of Authorized
Representative

Date

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Dawyn R. Harrison, County Counsel

By _____

Truc Moore
Principal Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/28/2022		
BOARD MEETING DATE	10/18/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Treasurer Tax Collector		
SUBJECT	Issuance and Sale of Los Angeles County Regional Financing Authority Recovery Zone Facility Refunding Bonds (Fairplex Project), 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	November 1, 2022		
COST & FUNDING	Total cost: Par amount not to exceed \$24.255 million	Funding source: Los Angeles County Fair Association with no fiscal impact to the County General Fund	
	TERMS (if applicable): Private sale of the 2022 Refunding Bonds (not to exceed par amount of \$24.255 million) with a final maturity not to exceed November 1, 2039.		
	Explanation: The Treasurer and Tax Collector (the "Treasurer") is requesting authorization to issue the Los Angeles County Regional Financing Authority (the "Authority") Recovery Zone Facility Refunding Bonds (Fairplex Project), Series 2022 (the "2022 Refunding Bonds"), in an aggregate principal amount not to exceed \$24.255 million.		
PURPOSE OF REQUEST	The Los Angeles County Fair Association (the "Fair Association") is requesting the County and the Authority to approve the issuance of the 2022 Refunding Bonds. The proceeds from the sale of the Refunding Bonds will be used to refund the entire \$24.255 million outstanding principal amount of the 2010 Bonds, which were issued by the Authority in 2010 to finance the Fairplex Conference Center Project. The existing holder of the 2010 Bonds has elected to not establish a new variable rate, and the 2010 Bonds are subject to mandatory tender (redemption) on November 1, 2022. If the 2022 Refunding Bonds are not issued, the Fair Association would be required to pay the entire outstanding principal amount of the 2010 Bonds on November 1, 2022 and risk potential default.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Fair Association is a 501(c)(5) non-profit public benefit corporation established under the laws of the State of California. The land associated with the Fairplex Conference Center is owned by the County and leased to the Fair Association.		
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	<ul style="list-style-type: none"> Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov. Elizabeth Buenrostro Ginsberg, Chief Deputy Treasurer and Tax Collector, (213) 974-0703, eginsberg@ttc.lacounty.gov. Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov. 		



KEITH KNOX
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
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

October 18, 2022

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

The Honorable Board of Directors
Los Angeles County Regional Financing Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ISSUANCE AND SALE OF
LOS ANGELES COUNTY REGIONAL FINANCING AUTHORITY
RECOVERY ZONE FACILITY REFUNDING BONDS (FAIRPLEX PROJECT)
SERIES 2022
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Treasurer and Tax Collector (the "Treasurer") is requesting authorization to issue the Los Angeles County Regional Financing Authority Recovery Zone Facility Refunding Bonds (Fairplex Project), Series 2022 (the "2022 Refunding Bonds"), in an aggregate principal amount not to exceed \$24,255,000.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the resolution authorizing: a) the issuance and sale of the 2022 Refunding Bonds on a tax-exempt basis with a not to exceed par amount of \$24,255,000 to refinance the Los Angeles County Regional Financing Authority (the "Authority") Recovery Zone Facility Bonds (Fairplex Project), Series 2010 (the "2010 Bonds"); and b) the execution and delivery of various legal documents required to issue the 2022 Refunding Bonds and complete the proposed transaction.

IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY REGIONAL FINANCING AUTHORITY:

1. Adopt the resolution authorizing: a) the issuance and sale of the 2022 Refunding Bonds on a tax-exempt basis with a not to exceed par amount of \$24,255,000 to refinance the 2010 Bonds; and b) the execution and delivery of various legal documents required to issue the 2022 Refunding Bonds and complete the proposed transaction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Fair Association (the "Fair Association") is requesting the County and the Authority to approve the issuance of the 2022 Refunding Bonds. The proceeds from the sale of the 2022 Refunding Bonds will be used to refund the entire \$24,255,000 outstanding principal amount of the 2010 Bonds. The 2010 Bonds were issued by the Authority to finance the Fairplex Conference Center Project, located in Pomona, California. The 2010 Bonds currently bear interest at a variable rate which expires on November 1, 2022. The existing holder of the 2010 Bonds has elected to not establish a new variable rate, and the 2010 Bonds are therefor subject to mandatory tender on November 1, 2022. If the 2022 Refunding Bonds are not issued, the Fair Association would be required to pay, on an accelerated basis, the entire outstanding principal amount of the 2010 Bonds.

Approval of the above recommendations will authorize the issuance of the 2022 Refunding Bonds, including the execution and delivery of all related documents, and will enable the Fair Association to refinance and avoid a potential default on the 2010 Bonds.

2010 Bonds

On December 16, 2010, the Authority issued \$24,255,000 of the 2010 Bonds to finance construction of the Fairplex Conference Center Project. The 2010 Bonds were issued as Recovery Zone Facility Bonds (RZFBs), which were authorized as a component of the 2009 American Recovery and Reinvestment Act ("ARRA") to facilitate economic growth throughout the United States by providing financing incentives for non-governmental borrowers to secure cost-effective tax-exempt financing to fund various capital projects that provide a public benefit, as determined to by the governing bodies of the state and local governments that have legal jurisdiction over the project areas. The RZFB Program allowed private and non-profit borrowers to issue private activity tax-exempt bonds, up to specific allocation amounts for state and local governments authorized by ARRA, to finance private depreciable property that involves the construction of new facilities, or the modernization of existing facilities. ARRA authorized the issuance of tax-exempt RZFBs to finance capital expenditures within designated "Recovery Zones," which were defined

as any area designated by the governing body of a state or local government as an Empowerment Zone or Renewal Community, or any area that experienced significant levels of poverty and unemployment, high rates of home foreclosures or other economic distress as a result of the severe economic recession during 2008 and 2009.

2022 Refunding Bonds

The 2022 Refunding Bonds will be issued as tax-exempt fixed rate bonds through a private placement sale to an investor that will be determined prior to the November 1, 2022 mandatory tender date for the 2010 Bonds. The 2022 Refunding Bonds will mature on or prior to November 1, 2039, which is the maturity date for the existing 2010 Bonds. The interest rates on the 2022 Refunding Bonds will be set closer to the issuance date, and are currently projected to be in the range of 4.5% to 5.5%.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the County's Strategic Plan Goal #III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by providing a cost-effective source of financing.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the County General Fund. The Fair Association will be solely responsible for the debt service on the 2022 Refunding Bonds, with no financial recourse to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Fair Association is a 501(c)(5) non-profit public benefit corporation established under the laws of the State of California. The land associated with the Fairplex Conference Center is owned by the County and leased to the Fair Association. The 2022 Refunding Bonds will be issued pursuant to an Indenture of Trust between the Authority and U.S. Bank Trust Company, National Association, as the Trustee, and will be secured solely from payments made by the Fair Association pursuant to a Loan Agreement with the Authority, in which the Authority will loan the proceeds of the 2022 Refunding Bonds to the Fair Association to redeem the outstanding 2010 Bonds.

Financing Team

The 2022 Refunding Bonds will be issued as a private placement transaction to a private investor that has yet to be determined. The Fair Association has selected Stradling Yocca Carlson & Rauth as Bond Counsel and PFM as the Municipal Advisor,

with U.S. Bank Trust Company, National Association, to serve as the Trustee for this financing.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current services or projects.

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

Attachments

KK:EBG:DW:TG:JP:ad

c: Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
Acting County Counsel

OPERATIONS CLUSTER
FISCAL YEAR 2022-23
SUPPLEMENTAL CHANGES
OPERATIONS BUDGET
PRESENTATION
SEPTEMBER 28, 2022

**OPERATIONS CLUSTER
FY 2022-23 SUPPLEMENTAL CHANGES
SEPTEMBER 28, 2022**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
ARTS AND CULTURE					
2022-23 Adopted Budget	46,640,000	91,000	30,049,000	16,500,000	46.0
1. Communications: Reflects the addition of 1.0 Public Information Specialist position and services and supplies to be responsible for conceptualizing and implementing communication strategies for the Department and managing its digital communications and social media campaigns. (4-VOTES)	211,000	--	--	211,000	1.0
2. Arts Commission Management: Reflects the addition of 1.0 Manager, Arts and Culture position and services and supplies to provide dedicated support to the 15-member Board appointed Arts Commission. (4-VOTES)	236,000	--	--	236,000	1.0
3. Organization Grant Program (OGP): Reflects the addition of 1.0 Manager, Arts and Culture position to provide OGP support. (4-VOTES)	221,000	--	--	221,000	1.0
4. Los Angeles Native American Indian Commission (LANAIC) and LANAIC Self Governance Board (SGB) Transfer: Reflects the transfer of the LANAIC and the LANAIC SGB from the Executive Office (EO) of the Board of Supervisors to Arts and Culture. (3-VOTES)	575,000	--	341,000	234,000	2.0
5. LANAIC Funding: Reflects ongoing funding that was inadvertently omitted from the LANAIC's initial transfer to the EO (\$36,000) and to address the Executive Director, NAIC reclassification (\$62,000) funding gap. (3-VOTES)	98,000	--	--	98,000	--
6. LANAIC Support: Reflects the addition of 1.0 Administrative Services Manager I position and services and supplies to support the reassessment of the LANAIC's supporting functions, partially offset by the deletion of 1.0 Human Relations Consultant position. (4-VOTES)	72,000	--	--	72,000	--
7. George Washington Statue: Reflects one-time funding for the conservation, relocation, and programming related to the County's George Washington statue. (4-VOTES)	125,000	--	--	125,000	--
8. NAIC Land Acknowledgment and Land Access Policies: Reflects one-time funding to support the remaining elements of the Land Acknowledgement and Land Access policy development. (4-VOTES)	42,000	--	--	42,000	--
9. Center for Strategic Partnerships (CSP): Reflects one-time funding for the membership cost for participating in the Chief Executive Office's CSP. (4-VOTES)	30,000	--	--	30,000	--

**OPERATIONS CLUSTER
FY 2022-23 SUPPLEMENTAL CHANGES
SEPTEMBER 28, 2022**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
10. IT Legacy Funding: Reflects one-time carryover to hire a consultant and procure licensing for a fiscal and programmatic database utilizing the cloud-based Microsoft Dynamics 365 platform. (4-VOTES)	325,000	--	--	325,000	--
11. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	375,000	--	--	375,000	--
12. Other County Departments (OCD) Charges: Reflects an increase in services and supplies charges from other County departments due to cost-of-living adjustments. (3-VOTES)	28,000	--	--	28,000	--
13. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	1,000	--	--	1,000	--
14. One-Time Revenue: Reflects one-time funding for various Arts Education and Grant programs and the deletion of one-time philanthropic funding. (4-VOTES)	2,885,000	--	2,885,000	--	--
Total Changes	5,224,000	--	3,226,000	1,998,000	5.0
2022-23 Supplemental Changes	51,864,000	91,000	33,275,000	18,498,000	51.0

ASSESSOR

2022-23 Adopted Budget	220,067,000	18,000	80,625,000	139,424,000	1,378.0
1. Position Changes: Reflects the addition of 2.0 Supervising Appraisers to support the Assessment Appeals Boards expansion and 1.0 Predictive Data Analyst position to implement advance data analytics techniques for the Department, partially offset by SB 2557 revenue. (4-VOTES)	541,000	--	169,000	372,000	3.0
2. Assessor Modernization Project (AMP): Reflects one-time funding for the continuation of the AMP – Phase IV (\$13.7 million Departmental Additional Fund Balance and \$10.6 million carryover). (4-VOTES)	24,283,000	--	--	24,283,000	--
3. Ownership Deed Processing Project: Reflects one-time carryover to procure workflow software that will streamline the change of ownership process and reduce the need for data entry. (4-VOTES)	1,200,000	--	--	1,200,000	--
4. Overtime: Reflects one-time funding for overtime costs to reduce deed backlogs, complete the processing of more complex transfers, propositions, investigations, quality control, and data entry backlogs. (4-VOTES)	4,000,000	--	--	4,000,000	--

**OPERATIONS CLUSTER
FY 2022-23 SUPPLEMENTAL CHANGES
SEPTEMBER 28, 2022**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
5. Legal Services: Reflects one-time funding for outside legal services due to the technical nature and specialized assessment techniques needed to represent the County before the Assessment Appeals Boards. (4-VOTES)	3,000,000	--	--	3,000,000	--
6. Health & Safety Remediation for Map Book Contamination: Reflects one-time funding for historical map book mold remediation damaged by the flooding in the Hall of Records. (4-VOTES)	3,900,000	--	--	3,900,000	--
7. Assets Development Investment Fund (ADIF): Reflects one-time funding to repay the annual ADIF loan for the purchase of the Assessor's East District building. (4-VOTES)	600,000	--	--	600,000	--
8. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	2,799,000	--	867,000	1,932,000	--
9. Other County Departments (OCD) Charges: Reflects an increase in services and supplies charges from other County departments due to cost-of-living adjustments. (3-VOTES)	342,000	--	105,000	237,000	--
10. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	40,000	--	13,000	27,000	--
Total Changes	40,705,000	--	1,154,000	39,551,000	3.0
2022-23 Supplemental Changes	260,772,000	18,000	81,779,000	178,975,000	1,381.0

AUDITOR-CONTROLLER

2022-23 Adopted Budget	117,937,000	62,228,000	26,596,000	29,113,000	627.0
1. Property Tax Apportionment Monitoring and Special Projects Unit: Reflects the addition of 1.0 Program Specialist I and 1.0 Program Specialist II positions to monitor collections and payment apportionments and perform fluctuation analysis in apportionments, partially offset by the deletion of 3.0 positions and SB 2557 and AB 26 revenues. (4-VOTES)	120,000	--	55,000	65,000	(1.0)
2. Task Management Dashboard: Reflects one-time carryover to fund the Task Management Dashboard oversight tool to help management better manage and monitor audit assignments. (4-VOTES)	300,000	--	--	300,000	--
3. Lawsuit Settlement: Reflects one-time funding for a lawsuit settlement related to a payroll garnishment issue that involves employees countywide. (4-VOTES)	408,000	--	--	408,000	--

**OPERATIONS CLUSTER
FY 2022-23 SUPPLEMENTAL CHANGES
SEPTEMBER 28, 2022**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
4. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	3,816,000	2,831,000	6,000	979,000	--
5. Other County Departments (OCD) Charges: Reflects an increase in services and supplies charges from other County departments due to cost-of-living adjustments. (3-VOTES)	182,000	138,000	--	44,000	--
6. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	22,000	16,000	--	6,000	--
7. Measure U – Utility User Tax: Reflects reallocation or reappropriation of prior-year unspent Measure U – Utility User Tax funding for programs within the unincorporated areas. (3-VOTES)	16,000	--	--	16,000	--
8. Positions Reclassification: Reflects a Board-approved position reclassification. (3-VOTES)	--	--	--	--	--
Total Changes	4,864,000	2,985,000	61,000	1,818,000	(1.0)

2022-23 Supplemental Changes	122,801,000	65,213,000	26,657,000	30,931,000	626.0
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AUDITOR-CONTROLLER – INTEGRATED APPLICATIONS

2022-23 Adopted Budget	51,116,000	30,952,000	6,553,000	13,611,000	0.0
1. IT Project: Reflects one-time carryover funding for the Data and Analytics Hub which will act as the County's Self Service Portal for analyzing and reporting financial and human resources data. (4-VOTES)	610,000	--	--	610,000	--
2. IT Project: Reflects one-time funding to support an upgrade to MyLACounty.gov to improve employee experience with new technical capabilities. (4-VOTES)	100,000	--	--	100,000	--
3. Enterprise System Maintenance: Reflects a decrease in Internal Services Department costs for enterprise systems maintenance. (3-VOTES)	(347,000)	(290,000)	(57,000)	--	--
4. Open Data Portal Cost: Reflects a decrease in costs due to the transfer of the Open Data Portal cost to the Chief Executive Office. (3-VOTES)	(300,000)	(251,000)	(49,000)	--	--

Total Changes	63,000	(541,000)	(106,000)	710,000	0.0
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2022-23 Supplemental Changes	51,179,000	30,411,000	6,447,000	14,321,000	0.0
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**OPERATIONS CLUSTER
FY 2022-23 SUPPLEMENTAL CHANGES
SEPTEMBER 28, 2022**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
TREASURER AND TAX COLLECTOR					
2022-23 Adopted Budget	89,916,000	9,768,000	50,241,000	29,907,000	494.0
1. COVID-19 Impacted Revenue: Reflects a reduction in intrafund transfers from the Department of Public Social Services and property tax-defaulted auction and Public Administrator (PA) estate interest revenues due to the COVID-19 pandemic. (4-VOTES)	--	(1,600,000)	(2,500,000)	4,100,000	--
2. Secured Property Tax Auction: Reflects one-time funding to conduct an additional property tax-defaulted auction due to the backlog of parcels caused by the COVID-19 pandemic. (4-VOTES)	1,300,000	--	--	1,300,000	--
3. PA Warehouse Parking Lot Reconfiguration: Reflects one-time funding to make necessary parking lot alterations at the PA Warehouse to install electric vehicle charging stations. (4-VOTES)	80,000	--	--	80,000	--
4. PA Warehouse Carryover: Reflects one-time carryover to complete unfinished projects (\$83,000) and resurface and repair the parking lot (\$0.3 million) at the PA warehouse. (4-VOTES)	333,000	--	--	333,000	--
5. Appstream Solution: Reflects one-time carryover for the Appstream solution which maximizes productivity by providing telework staff with secure access to critical applications. (4-VOTES)	147,000	--	--	147,000	--
6. Consumer Protection Settlement (CPS) Adjustment: Reflects a net increase for approved CPS programs, fully offset with an increase in intrafund transfers. (3-VOTES)	67,000	67,000	--	--	--
7. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	2,208,000	--	568,000	1,640,000	--
8. Other County Departments (OCD) Charges: Reflects an increase in services and supplies charges from other County departments due to cost-of-living adjustments. (3-VOTES)	259,000	--	66,000	193,000	--
9. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	13,000	--	3,000	10,000	--
10. Miscellaneous Adjustment: Reflects a cleanup of a ministerial adjustment in Final Changes based on anticipated trends. (3-VOTES)	307,000	307,000	--	--	--
Total Changes	4,714,000	(1,226,000)	(1,863,000)	7,803,000	0.0
2022-23 Supplemental Changes	94,630,000	8,542,000	48,378,000	37,710,000	494.0

**OPERATIONS CLUSTER
FY 2022-23 SUPPLEMENTAL CHANGES
SEPTEMBER 28, 2022**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
COUNTY COUNSEL					
2022-23 Adopted Budget	186,020,000	129,922,000	40,879,000	15,219,000	701.0
1. Carryover: Reflects one-time funding for legal fees for Los Angeles Homeless Services Authority (LAHSA) attorney hours. (4-VOTES)	150,000	--	--	150,000	--
2. Consumer Protection Settlement (CPS): Reflects a net decrease for approved CPS programs, fully offset by a decrease in operating transfers in from the CPS fund. (4-VOTES)	(1,355,000)	--	(1,355,000)	--	--
3. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	6,003,000	4,718,000	644,000	641,000	--
4. Other County Departments (OCD) Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (3-VOTES)	50,000	39,000	5,000	6,000	--
5. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing security solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	34,000	26,000	4,000	4,000	--
Total Changes	4,882,000	4,783,000	(702,000)	801,000	0.0
2022-23 Supplemental Changes	190,902,000	134,705,000	40,177,000	16,020,000	701.0
HUMAN RESOURCES					
2022-23 Adopted Budget	111,805,000	69,159,000	23,063,000	19,583,000	583.0
1. Equal Employment Opportunity (EEO) and Race Equity: Reflects the addition of 1.0 HRA IV position to coordinate, develop and implement programs that will further the equity and inclusion efforts associated with Anti-Racism, Diversity, and Inclusion (ARDI) and other initiatives. (4-VOTES)	241,000	186,000	55,000	--	1.0
2. Human Resources Business Consulting: Reflects the addition of 2.0 HRA IV positions, partially offset by the deletion of 1.0 Intermediate Typist Clerk, to provide HR consultation, guidance, and support for the Human Resources Departmental Support (HRDS) Shared Services unit. (4-VOTES)	392,000	302,000	90,000	--	1.0
3. Employee Benefits Contract Services: Reflects an increase in services and supplies for the new Countywide Employee Benefits contract for comprehensive services. (4-VOTES)	391,000	301,000	90,000	--	--
4. Testing and Training Facility: Reflects one-time funding for facility rental costs to conduct examinations at the Los Angeles Convention Center. (4-VOTES)	100,000	--	--	100,000	--

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	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
5. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	3,307,000	2,084,000	622,000	601,000	--
6. Other County Departments (OCD) Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (3-VOTES)	198,000	127,000	38,000	33,000	--
7. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing security solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	17,000	11,000	3,000	3,000	--
8. Position Reclassifications: Reflects Board-approved reclassifications. (4-VOTES)	63,000	49,000	14,000	--	--
9. Productivity Investment Fund (PIF) Grant: Reflects an increase in funding for a PIF grant (PIF 22.9) for situational judgments. (4-VOTES)	375,000	--	375,000	--	--
Total Changes	5,084,000	3,060,000	1,287,000	737,000	2.0
2022-23 Supplemental Changes	116,889,000	72,219,000	24,350,000	20,320,000	585.0

MUSEUM OF ART

2022-23 Adopted Budget	36,686,000	0	0	36,686,000	19.0
1. Carryover: Reflects one-time carryover funding of FY 2021-22 savings pursuant to the 1999 Funding Agreement amended in 2008 between the County and Museum Associates. (4-VOTES)	425,000	--	--	425,000	--
2. Productivity Investment Fund (PIF) Grant: Reflects an increase in funding for a PIF grant (PIF 22.15) for the West Campus Lighting Control System Upgrade. (4-VOTES)	500,000	--	500,000	--	--
3. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits fully offset by a corresponding decrease in services and supplies, pursuant to the 1999 operating agreement. (4-VOTES)	--	--	--	--	--
Total Changes	925,000	0	500,000	425,000	0.0
2022-23 Supplemental Changes	37,611,000	0	500,000	37,111,000	19.0

MUSEUM OF NATURAL HISTORY

2022-23 Adopted Budget	24,574,000	0	0	24,574,000	8.0
1. Carryover: Reflects one-time carryover funding of FY 2021-22 savings pursuant to the 1994 Funding Agreement amended in 2008 between the County and Museum Associates. (4-VOTES)	949,000	--	--	949,000	--

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	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits fully offset by a corresponding decrease in services and supplies, pursuant to the 1994 operating agreement. (4-VOTES)	--	--	--	--	--
Total Changes	949,000	0	0	949,000	0.0
2022-23 Supplemental Changes	25,523,000	0	0	25,523,000	8.0
GRAND PARK					
2022-23 Adopted Budget	9,611,000	0	747,000	8,864,000	0.0
1. Park Operations: Reflects an increase in one-time funding to address public health concerns in public restrooms and vandalism throughout Grand Park. (4-VOTES)	75,000	--	--	75,000	--
2. Park Programming: Reflects an increase in one-time funding for Jardin de LArts (\$35,000) and ongoing funding for New Year's Eve LA and general programming (\$351,000). (4-VOTES)	386,000	--	--	386,000	--
3. Other County Departments (OCD) Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (3-VOTES)	110,000	--	--	110,000	--
Total Changes	571,000	0	0	571,000	0
2022-23 Supplemental Changes	10,182,000	0	747,000	9,435,000	0.0
MUSIC CENTER					
2022-23 Adopted Budget	32,501,000	0	332,000	32,169,000	0.0
1. Holiday Celebration: Reflects an increase in one-time funding for the Music Center project management to provide administrative support in the production of the Holiday Celebration. (4-VOTES)	204,000	--	--	204,000	--
2. Magnetometer (aka Metal Detectors): Reflects an increase in one-time funding for equipment (\$350,000) and ongoing funding for labor to screen patrons and personnel (\$1,175,000) at the Music Center Campus and the Walt Disney Concert Hall. (4-VOTES)	1,525,000	--	--	1,525,000	--
Total Changes	1,729,000	0	0	1,729,000	0
2022-23 Supplemental Changes	34,230,000	0	332,000	33,898,000	0.0
INTERNAL SERVICES DEPARTMENT					
2022-23 Adopted Budget	745,715,000	572,849,000	125,412,000	47,454,000	2,151.0
1. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	9,544,000	7,367,000	1,617,000	560,000	--

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	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2. Other County Departments (OCD) Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (3-VOTES)	155,000	122,000	27,000	6,000	--
3. Ordinance Only Positions: Reflects the ordinance-only addition of 30.0 Technology Professional Intern I and 20.0 Technology Professional Intern II, fully offset by the deletion of 50.0 Student Professional Worker, IT for the Delete the Divide Program. Also reflects the deletion of 1.0 ordinance-only position which is no longer needed to accommodate a temporary reassignment. (3-VOTES)	--	--	--	--	--
4. Olive View Power Plant Transfer: Reflects the deletion of 11.0 positions and the transfer of responsibility to operate the Olive View Power Plant from Internal Services Department to Department of Health Services. (4-VOTES)	(1,504,000)	(1,504,000)	--	--	(11.0)
5. Cyber Security: Reflects an increase in one-time and ongoing funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (4-VOTES)	1,274,000	1,041,000	229,000	4,000	--
6. Carryovers: Reflects an increase in one-time funding for Cyber Security (\$4.8M), eProcurement System (\$3.1M), Los Angeles Regional Interoperable Communications System (LA-RICS) Migration (\$0.5M), Accelerating Digital Equity (\$1.5M), Vehicle Replacement Plan (\$6.2M) and surplus to be rebated in FY 22-23 (\$13.2M). (4-VOTES)	28,869,000	(400,000)	--	29,269,000	--
7. American Rescue Plan Act (ARPA): Reflects the reappropriation of ARPA funding for the Delete the Divide program. (4-VOTES)	4,900,000	--	4,900,000	--	--
8. Grants Funding: Reflects the reappropriation of funding for the following: Los Angeles Department of Water and Power's Community Emission Reduction Grant (\$0.2M), and the Mobile Source Air Pollution Reduction Review Committee (MSRC) Grant for zero-emission vehicles and charging infrastructure (\$0.5M), California Department of Transportation Grant for the County of Los Angeles Shared and Electric Mobility Project (\$0.7M) and the California Energy Commission Grant for the County Regional Electric Vehicle Supply Equipment Workforce Training and Development Program (\$0.5M). (4-VOTES)	1,949,000	--	1,949,000	--	--

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	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
9. Electric Vehicle (EV) Infrastructure: Reflects one-time funding to continue the multi-year EV Infrastructure project to support the installation of EV charging stations at County facilities for the use of County fleets, County employees, and visiting public. (4-VOTES)	2,500,000	--	--	2,500,000	--
10. Software Defined Wide Area Network (SD-WAN): Reflects one-time funding to continue the migration of the County's network to the SD-WAN. (4-VOTES)	1,572,000	--	--	1,572,000	--
11. LA-RICS Migration: Reflects one-time funding for the telecommunication radio antennas migration and tower removals to accommodate Land Mobile Radio (LMR) tower constructions for the LA-RICS. (4-VOTES)	1,266,000	(704,000)	--	1,970,000	--
12. Laptop Refresh Program: Reflects an increase in one-time funding for the Laptop Refresh Program fully offset by County's Information Technology Infrastructure Fund to replacement outdated computer equipment that is having a detrimental effect on County departments' operations. (4-VOTES)	10,245,000	--	10,245,000	--	--
13. Close Circuitry Television (CCTV) Project: Reflects an increase in one-time funding for the CCTV Project at the Barry J. Nidorf Juvenile Hall fully offset by Capital Project No. 87565. (4-VOTES)	6,859,000	6,859,000	--	--	--
14. SD 5 Community Programs: Reflects an increase in funding from SD5 Community Programs for the Unincorporated Castaic / Val Verde Parcel. (3-VOTES)	32,000	--	--	32,000	--
Total Changes	67,661,000	12,781,000	18,967,000	35,913,000	(11.0)
2022-23 Supplemental Changes	813,376,000	585,630,000	144,379,000	83,367,000	2,140.0

CONSUMER AND BUSINESS AFFAIRS

2022-23 Adopted Budget	\$86,216,000	\$13,538,000	\$54,820,000	\$17,858,000	155.0
1. Office of Cannabis Management: Reflects one-time bridge-funding for the continued development and establishment of an equitable commercial cannabis program and an environmental impact study (CEQA). (4-VOTES)	2,242,000	--	--	2,242,000	--
2. Rental Housing Habitability and Rent Escrow Account Program (RHHREAP): Reflects one-time bridge-funding to support the establishment of the RHHREAP, fully offset by intrafund transfers from the Affordable Housing Trust Fund. (4-VOTES)	629,000	629,000	--	--	--
3. IT Support: Reflects the addition of 1.0 Sr. IT Tech Support Analyst to enhance the departments IT infrastructure. (4-VOTES)	159,000	--	--	159,000	1.0

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	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
4. Executive Support Staff: Reflects the addition of 1.0 Staff Assistant II position and a ministerial increase in services and supplies to support, facilitate and assist the executive management team with various projects and serve as a liaison for all communication from internal and external partners, fully offset by the deletion of 1.0 Sr. Management Sec I position. (4-VOTES)	--	--	--	--	--
5. Human Trafficking: Reflects one-time funding to contract with various Community Based Organizations (CBO) and IT services to further enhance the awareness of the County's Human Trafficking Ordinance. (4-VOTES)	300,000	--	--	300,000	--
6. One-time Funding: Reflects one-time funding for: 1) dual-proprietorship costs at the Hall of Administration and Hall of Records (HOR) (\$410,000); 2) Minimum Wage, Rental Registry, and Cannabis Tax measure media outreach and education services (\$300,000); Dunn and Bradstreet data access (\$110,000); 3) CEO Strategic Partnership collaboration (\$135,000); and 4) HOR renovation costs (\$375,000). (4-VOTES)	1,330,000	--	--	1,330,000	--
7. Consumer Protection Settlement (CPS) Funds: Reflects a net decrease for approved CPS programs, fully offset by a decrease in IFT. (4-VOTES)	(167,000)	(167,000)	--	--	--
8. Countywide Language Access & Equity Plan (CLAEP): Reflects one-time funding for consultant services to assist in the development of a comprehensive CLAEP. (4-VOTES)	175,000	--	--	175,000	--
9. Los Angeles Children Savings Account (CSA) Program: Reflects ongoing funding for the transfer of the CSA Program from the CEO to DCBA in the second year of a multi-year memorandum of agreement with the City of Los Angeles and Los Angeles Unified School District. (4-VOTES)	186,000	--	--	186,000	--
10. Legal Representation for Immigrants at Risk of Removal (LA Justice Fund): Reflects one-time funding associated with unspent (over-realized) revenue received in FY 21-22 from a Weingart Foundation grant for the LA Justice Fund. (4-VOTES)	600,000	--	--	600,000	--
11. Permanent Local Housing Allocation (PLHA) Program (Carryover): Reflects the re-appropriation of unspent/unclaimed PLHA grant revenue for the Eviction Defense (Stay Housed LA) program, fully offset with pass-through revenue from the Los Angeles County Development Authority; and unspent FY 21-22 one-time PLHA funding. (4-VOTES)	6,289,000	--	5,908,000	381,000	--

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	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
12. Community Outreach Vehicle (Carryover): Reflects one-time funding for the purchase of two Community Outreach Vehicles/Mobile Offices to expand the Department's footprint within the County and bring services to the communities. (4-VOTES)	500,000	--	--	500,000	--
13. American Rescue Plan (Carryover): Reflects one-time funding for various ARP programs. (4-VOTES)	15,449,000	--	13,544,000	1,905,000	--
14. Other County Department (OCD) Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (3-VOTES)	83,000	--	--	83,000	--
15. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing security solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	4,000	--	--	4,000	--
16. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	885,000	--	--	885,000	--
Total Changes	28,664,000	462,000	19,452,000	8,750,000	1.0
2022-23 Supplemental Changes	114,880,000	14,000,000	74,272,000	26,608,000	156.0

REGISTRAR-RECORDER/COUNTY CLERK

2022-23 Adopted Budget	\$281,946,000	\$14,000	\$94,453,000	\$187,479,000	1,169
1. Information Technology: Reflects one-time funding for ITSMA contractors, data center migration, software licenses and purchase of services and supplies and capital asset equipment to support various IT projects. (4-VOTES)	2,335,000	--	--	2,335,000	--
2. Election Management System (EMS): Reflects one-time funding for EMS contracted project management and implementation services. (4-VOTES)	2,000,000	--	--	2,000,000	--
3. Operational Baseline Realignment: Reflects an increase to reflect anticipated miscellaneous services and supplies requirements, fully offset with an increase in recorder fee and special fund revenues. (4-VOTES)	3,115,000	--	3,115,000	--	--
4. Judgement and Damages (J&D): Reflects one-time funding for anticipated settlement costs. (4-VOTES)	450,000	--	--	450,000	--
5. Elections: Reflects the addition of 60.0 Election Assistant II ordinance-only positions to meet elections operational needs during elections. (4-VOTES)	--	--	--	--	--

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	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. Vehicle Replacement Program (Carryover): Reflects one-time carryover funding for the County's Vehicle Replacement Program to transition the County's motor vehicle fleet to viable clean fuels to support the County's Clean Fuel – Sustainable Fleet policy. (4-VOTES)	101,000	--	--	101,000	--
7. Other County Department (OCD) Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (3-VOTES)	506,000	--	--	506,000	--
8. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing security solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	29,000	--	--	29,000	--
9. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	3,825,000	--	--	3,825,000	--
10. Position Allocation Adjustment: Reflects a position allocation adjustment from 1.0 Election Program Coordinator to a 1.0 Assistant Division Manager, RR/CC, fully offset with an increase in election revenue. (4-VOTES)	93,000	--	93,000	--	--
Total Changes	12,454,000	--	3,208,000	9,246,000	0.0
2022-23 Supplemental Changes	294,400,000	14,000	97,661,000	196,725,000	1,169.0