



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

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** October 26, 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:  
APPROVAL OF A SOLE SOURCE CONTRACT WITH LEXIPOL, LLC TO PROVIDE A WEB-BASED POLICY AND PROCEDURE MANAGEMENT SOLUTION  
PROBATION/CIO – Adam Bettino, Chief Deputy Probation Officer and Robert Smythe, Administrative Deputy
  - B) Board Letter:  
HEARING ON WIRELESS FACILITIES ORDINANCE PROJECT NO. R2021-002931-(1-5) ADVANCE PLANNING CASE NO. RPPL2021007  
DRP – Amy Bodek, Director
  - C) Board Letter:  
RECOMMENDATION TO APPROVE MASTER AGREEMENT FOR CIVIL SERVICE COMMISSION HEARING OFFICER SERVICES BOS – Susan Huff, Acting Administrative Deputy and Craig Hoetger, Executive Director

**CONTINUED ON PAGE 2**

D) Board Letter:  
FIVE-YEAR LEASE, BOARD OF SUPERVISORS  
20101 HAMILTON AVENUE, TORRANCE  
CEO/RE – Michael Navarro, Leasing Section Chief

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**  
(2 Minutes Each Speaker)

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

- A) DPH/CIO – AUTHORIZATION TO AMEND AGREEMENT HA-707157 WITH NETSMART TECHNOLOGIES, INC. TO INCREASE THE MAXIMUM AGREEMENT SUM FOR THE PROVISION OF A MANAGED CARE INFORMATION SYSTEM
- B) PROBATION/CIO – ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE AMENDMENT TO AGREEMENT NUMBER 77285 WITH CERNER CORPORATION FOR THE PROBATION ELECTRONIC MEDICAL RECORDS SYSTEM (PEMRS)
- C) LASD/CIO - REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE A PURCHASE ORDER FOR THE ACQUISITION OF THE SUPERDOME REPLACEMENT HARDWARE FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) FISCAL YEAR 2022-23
- D) LASD/CIO - APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530 WITH PORTER LEE CORPORATION TO PROVIDE UPGRADES TO THE PROPERTY, EVIDENCE AND LABORATORY INFORMATION MANAGEMENT SYSTEM

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/26/2022		
<b>BOARD MEETING DATE</b>	11/15/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Probation		
<b>SUBJECT</b>	Approval of a sole source Contract with Lexipol, LLC (Lexipol) to provide a web-based policy and procedure management solution		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Lexipol, LLC (Lexipol) is the industry leader in offering a web-based platform for legally defensible law enforcement policies and procedures. Lexipol is the only company with public safety professionals and attorneys working together to provide legally defensible policies for community corrections and juvenile detention.		
<b>DEADLINES/ TIME CONSTRAINTS</b>	None		
<b>COST &amp; FUNDING</b>	Total cost:	\$2,374,207	Funding source:
			Funded in Probation's current Operating Budget
	TERMS (if applicable): The term of this Contract shall commence upon Board approval for an initial two (2) year term with an option to extend for two (2) additional one (1) year periods.		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	To obtain approval of a Sole Source Contract with Lexipol to provide a web-based policy and procedure solution for Probation staff.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Lexipol will provide a web-based policy and procedure management solution (Solution). This Solution is an electronic repository of Probation's policy manual. Probation shall have the capability to edit and upload policies, procedures, and supporting documentation into the Solution. The Solution shall be available twenty-four (24) hours, seven (7) days a week for approximately 5,500 sworn and non-sworn Probation staff.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Adam Bettino, Chief Deputy Probation Officer, (562) 940-3760 <a href="mailto:Adam.Bettino@probation.lacounty.gov">Adam.Bettino@probation.lacounty.gov</a> Robert Smythe, Administrative Deputy, (562) 940-2516 <a href="mailto:Robert.Smythe@probation.lacounty.gov">Robert.Smythe@probation.lacounty.gov</a>		



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY-DOWNEY, CALIFORNIA 90242  
(562) 940-2501



**ADOLFO GONZALES**  
Chief Probation Officer

November 15, 2022

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

Dear Supervisors:

## **APPROVAL OF A SOLE SOURCE CONTRACT WITH LEXIPOL, LLC TO PROVIDE A WEB-BASED POLICY AND PROCEDURE MANAGEMENT SOLUTION**

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

**CIO RECOMMENDATION: APPROVE ( X )**

### **SUBJECT**

Approval of a sole source Contract with Lexipol, LLC (Lexipol) to provide a web-based policy and procedure management solution, for the County of Los Angeles Probation Department (Probation).

### **IT IS RECOMMENDED THAT YOUR BOARD**

1. Approve and instruct the Chair to sign the attached sole source Contract (Attachment I) with Lexipol to provide a web-based policy and procedure management solution, commencing upon Board approval for an initial two (2) year term, with the option to extend for two (2) additional one-year periods, for a maximum contract sum of \$2,374,207, which includes the initial term and optional extension terms.
2. Delegate authority to the Chief Probation Officer or designee to prepare and execute contract amendments to extend the term of the contract, upon approval as to form by County Counsel.

3. Delegate authority to the Chief Probation Officer or designee to approve; 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of service, and if necessary, 3) termination of, in whole or in part the contract with Lexipol.
4. Delegate authority to the Chief Probation Officer or his designee to prepare and execute amendments to increase the Contract Sum in an amount not to exceed 10% or \$237,420.70 to account for unforeseen contingencies relating to the Lexipol project, upon approval as to form by County Counsel.

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

The purpose of the recommended actions is to obtain approval of a sole source Contract (Attachment I) with Lexipol to provide a web-based policy and procedure management solution (Solution).

This Solution is an electronic repository of Probation's policy manuals. Probation shall have the capability to edit and upload policies, procedures, and supporting documentation into the Solution. The Solution shall be available twenty-four (24) hours, seven (7) days a week for approximately 5,500 sworn and non-sworn Probation staff.

Lexipol is the industry leader in offering a web-based platform for legally defensible law enforcement policies and procedures. Lexipol is the only company with public safety professionals and attorneys working together to provide legally defensible policies for community corrections and juvenile detention.

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

The recommended action is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.2 to Embrace Digital Government for the Benefit of Our Internal Customers and Communities.

### **FINANCIAL IMPACT/FINANCING**

The maximum contract amount of \$2,374,207 is funded in Probation's current Operating Budget.

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

The initial term of this Contract shall commence upon Board approval for an initial two (2) year term, with the option to extend for two (2) additional one-year periods. There is no departmental relations impact since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Contract.

The Contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance, and the Safely Surrendered Baby law. The County will not request the Contractor to perform services that exceed the Board-approved delegated authorities. The Chief Information Officer (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached as Attachment IV. County Counsel has reviewed and approved the contract as to form (Attachment I)

### **CONTRACTING PROCESS**

The Sole Source Checklist (Attachment II) has been approved by the Chief Executive Office. In accordance with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, Probation advised the Board of Supervisors Manual, Section 5.100, Sole Source Contracts, Probation advised the Board on April 2, 2020, of its intent to enter into sole source Contract with Lexipol (Attachment III).

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

Approval of this sole source Contract (Attachment I) will enable Probation to provide a web-based policy and procedure management solution to Probation staff.

Respectfully submitted,

Reviewed by:

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ADOLFO GONZALES  
Chief Probation Officer

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PETER LOO  
Acting Chief Information Officer  
County of Los Angeles

AG:TH:YT:tn

Enclosures

c: Executive Officer  
Chief Executive Officer  
County Counsel



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**LEXIPOL, LLC**

**FOR**

**POLICY AND PROCEDURE MANAGEMENT SOLUTION**

**AGREEMENT PROVISIONS  
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**STANDARD EXHIBITS**

A Statement of Work (SOW).....

B Pricing Schedule .....

C Intentionally Omitted .....

D Contractor’s EEO Certification .....

E County’s Administration .....

F Contractor’s Administration .....

G Contractor Acknowledgement and Confidentiality Agreement .....

H Jury Service Ordinance .....

I Intentionally Omitted .....

J Safely Surrendered Baby Law.....

K Intentionally Omitted .....

L Intentionally Omitted .....

M Intentionally Omitted .....

N Intentionally Omitted .....

O Intentionally Omitted .....

P Background Request Forms.....

Q Intentionally Omitted .....

R Defaulted Property Tax Reduction Program/Form .....

S Contract Discrepancy Report .....

T Intentionally Omitted .....

U Performance Requirements Summary (PRS) Chart.....

V Zero Tolerance Policy on Human Trafficking Certification.....

W Compliance with Fair Chance Employment Hiring Practices Certification.....

X Service Level Agreement (SLA).....

Y Information Security and Privacy Requirements .....

Z Deliverable Acceptance Form .....

AA Minimum Solution Requirements .....

**AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LEXIPOL, LLC  
FOR  
POLICY AND PROCEDURE MANAGEMENT SOLUTION**

This Agreement (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Los Angeles, hereinafter referred to as “County” and the Lexipol, LLC, hereinafter referred to as “Contractor”. Lexipol, LLC is located at 2611 Internet Blvd., Ste. 100, Frisco, TX 75034.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department may Contract with private businesses for access to a web-based policy and procedure management platform for Probation staff, when certain requirements are met; and

**WHEREAS**, the County through its Probation Officer, is authorized to Contract under California Governmental Code Section 31000 and under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Chapter 2.121.150(b) ; and

**WHEREAS**, the Contractor is duly qualified to engage in the business of providing access to a web-based policy and procedures database as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract.

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

**1 APPLICABLE DOCUMENTS**

- 1.1 Exhibits A, B, D, E, F, G, G1, H, J, P, R, S, U, V, W, X, Y, Z, and AA are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Agreement and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work

- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Employee's Acknowledgement of Employer
- Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Intentionally Omitted
- 1.10 Exhibit J - Safely Surrendered Baby Law
- 1.11 Exhibit K - Intentionally Omitted
- 1.12 Exhibit L - Intentionally Omitted
- 1.13 Exhibit M - Intentionally Omitted
- 1.14 Exhibit N - Intentionally Omitted
- 1.15 Exhibit O - Intentionally Omitted
- 1.16 Exhibit P - Background Request Forms
- 1.17 Exhibit Q - Intentionally Omitted
- 1.18 Exhibit R - Defaulted Property Tax Reduction Program/Form
- 1.19 Exhibit S - Contract Discrepancy Report
- 1.20 Exhibit T - Intentionally Omitted
- 1.21 Exhibit U - Performance Requirements Summary (PRS) Chart
- 1.22 Exhibit V - Zero Tolerance Policy on Human Trafficking Certification
- 1.23 Exhibit W - Compliance with Fair Chance Employment Hiring Practices Certification
- 1.24 Exhibit X - Service Level Agreement (SLA)
- 1.25 Exhibit Y - Information Security and Privacy Requirements
- 1.26 Exhibit Z - Deliverable Acceptance Form
- 1.27 Exhibit AA - Minimum Solution Requirements

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

## **2 DEFINITIONS**

### **2.1 Standard Definitions:**

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

- 2.1.1.1 **Acceptance:** As used herein, the term shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests, provided by Contractor to County pursuant to this Agreement.
- 2.1.1.2 **Acceptance Certificate:** As used herein, the term shall mean a County signed and approved Acceptance Certificate for all Work performed under this Agreement containing the requirements of Exhibit Z (Deliverable Acceptance Form), as further specified in Paragraph 6.6 (Approval of Work). After Acceptance Certificate is approved by County, Contractor may invoice County for payment. Acceptance Certificates may be requested by County and completed by Contractor on a milestone basis to reflect completion of any deliverables.
- 2.1.1.3 **Agreement:** This Agreement executed between County and Contractor for access to Contractor's cloud-based policy and procedures knowledge management Solution. Included are all supplemental agreements amending or extending the service to be performed. The Agreement sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work. The word "Agreement" is used interchangeably with the word "Contract".
- 2.1.1.4 **Amendment:** As used herein, the term shall have the meaning specified in Paragraph 8.1 (Amendments and Change Orders).
- 2.1.1.5 **Annual Fees:** As used herein, the term shall mean the annual fees to be paid by County to Contractor commencing upon first anniversary of the Effective Date and shall include SaaS Fees, as specified in Exhibit B (Pricing Schedule).
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **Business Continuity Plan:** Plan for keeping business moving forward in circumstances where disasters occur – fire, earthquake etc.
- 2.1.1.8 **Business Day(s):** As used herein, the term, whether singular or plural, shall mean Monday through Friday,

excluding County observed holidays, unless stated otherwise.

- 2.1.1.9 **Business Hour(s):** As used herein, the term, whether singular or plural, shall mean 8:00 a.m. to 5:00 p.m. PT during Business Days.
- 2.1.1.10 **Chief Executive Office or CEO:** As used herein, the terms shall mean County's Chief Executive Office.
- 2.1.1.11 **Chief Probation Officer:** The County's Chief Probation Officer or successor.
- 2.1.1.12 **Change Notice:** As used herein, the term shall have the meaning given to such term in Paragraph 8.1 (Amendments and Change Orders).
- 2.1.1.13 **Confidential Information:** As used herein, the term shall mean any data or information, in any format, and includes sensitive financial information, any County Data and any other information otherwise deemed confidential by County or by applicable Federal, State or local law, as further specified in Paragraph 7.6 (Confidentiality).
- 2.1.1.14 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an Agreement with the County to perform or execute the work covered by this Agreement.
- 2.1.1.15 **Contractor Key Personnel:** As used herein, the term shall have the meaning specified in Paragraph 7.1 (Contractor Administration).
- 2.1.1.16 **Contractor Project Manager:** As defined in Section 6.3 (Project Manager) of Exhibit A (Statement of Work).
- 2.1.1.17 **County:** As used herein, the term shall mean the County of Los Angeles, California.
- 2.1.1.18 **County Contract Manager:** As defined in Paragraph 6.4 (County Contract Manager) of the Agreement.
- 2.1.1.19 **County Contract Monitor:** As defined Paragraph 6.5 (County Contract Monitor) of the Agreement.
- 2.1.1.20 **County Data:** As used herein, the term shall mean all data

and information provided or owned by County, whether stored on-line or off-line, which will be used by the Contractor for providing Work under this Agreement.

- 2.1.1.21 **County Key Personnel:** As used herein, the term shall have the meaning specified in Paragraph 6.1 (County Administration).
- 2.1.1.22 **County's Project Administration:** As used herein, the term shall have the meaning specified in Paragraph 6.1 (County Administration).
- 2.1.1.23 **County's Project Director:** As defined in Paragraph 6.2 (County Project Director) of the Agreement.
- 2.1.1.24 **County Project Manager:** As defined in Paragraph 6.3 (County Project Manager) of the Agreement.
- 2.1.1.25 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.26 **Deficiency or Deficiencies:** As used herein, the term, whether singular or plural, shall mean and include any defect(s) in the design, development, implementation, materials and/or workmanship; error(s), omission(s) and/or deviation(s) from published and/or mutually agreed upon standards; deviation(s) from any of the requirements or any County approved deliverables or Specifications under the Agreement; and/or other problems which result in the solution, or any solution component, not performing in compliance with the provisions of this Agreement, including, but not limited to, the Specifications, Solution Requirements and Solution Performance Requirements.
- 2.1.1.27 **Deficiency Credits:** As used herein, the term shall mean credits or any other form of discount to be applied to the applicable SaaS Fees for Contractor's failure to timely correct Deficiencies, as specified in Exhibit X (Service Level Agreement).
- 2.1.1.28 **Deliverable(s) or deliverable(s):** As used herein, the terms, whether singular or plural, shall mean items and/or services provided or to be provided by the Contractor under this Agreement, including numbered Deliverable(s) in Exhibit A (Statement of Work).

- 2.1.1.29 **Disaster Recovery Plan:** Plan for how systems and processes would be put back in place in circumstances of massive loss. Example – loss of power or loss of data.
- 2.1.1.30 **Documentation:** As used herein, the term shall mean any and all written and electronic materials provided or made available by the Contractor under this Agreement, including, but not limited to, documentation relating to software specifications and functions, training course materials, Specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components.
- 2.1.1.31 **Downtime:** As used herein, the term shall mean that period of time when the Solution or any Solution Component, due to any Deficiency, fails to function, and as a result, County is unable to utilize the Solution in accordance with the Specifications, including Solution Requirements and Solution Performance Requirements, and this Agreement, as further specified in Exhibit X (Service Level Agreement).
- 2.1.1.32 **Due Date:** As used herein, the term shall mean the date agreed upon by Contractor and County that any work, work product, document, action or deliverable will be completed by.
- 2.1.1.33 **Effective Date:** As used herein, the term shall mean the date of execution of this Agreement by County and the authorized representative(s) of the Contractor.
- 2.1.1.34 **Enhancements:** As used herein, the term shall mean Customizations and/or Additional Software, including modifications and Additional Interfaces, which Contractor may provide upon County's request therefor.
- 2.1.1.35 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.36 **Help Desk:** As used herein, the term shall mean Contractor's help desk for providing Support Services hereunder, as specified in Exhibit X (Service Level

Agreement).

- 2.1.1.37 **Initial Term:** As used herein, the term shall have the meaning specified in Paragraph 4 (Term of Agreement).
- 2.1.1.38 **Licensed Software:** As used herein, the term shall mean Contractor's cloud-based software platforms, including all code and content underlying and within such platforms. See also "System Software."
- 2.1.1.39 **Project Schedule:** As used herein, the term shall mean the agreed upon timeline for Solution Implementation Tasks, Subtasks and Deliverables specified in Exhibit A (Statement of Work).
- 2.1.1.40 **Proprietary Rights:** As used herein, the term shall mean all legal and equitable rights, including all copyrights, patent rights, trade secrets, trademarks, confidential and proprietary information rights, moral rights and all rights and title in and to the structure, sequence and organization of a work of authorship, and all rights in and to any code, materials, pictures, interfaces, screen displays and audiovisual displays and presentations.
- 2.1.1.41 **Resolution Time:** As used herein, the term shall mean the period of time from County's notification of a Deficiency to the Contractor to its correction in accordance with Exhibit X (Service Level Agreement).
- 2.1.1.42 **Response Time:** As used herein, the term shall mean the acceptable time period within which Contractor shall respond to County following County's report of any Deficiency, as set forth in Exhibit X (Service Level Agreement).
- 2.1.1.43 **SaaS Fees:** As used herein, the term shall mean the applicable fees to be paid by County to the Contractor pursuant to Exhibit B (Pricing Schedule) for the Solution and Services.
- 2.1.1.44 **SaaS Services:** The right to access and use the Licensed Software as operated and hosted by Contractor and the Support Services provided by the Contractor.
- 2.1.1.45 **Schedule of Payments:** As used herein, the term shall mean prices for Deliverables, rates and other fees

identified as Exhibit B (Pricing Schedule) with all Schedules thereto.

2.1.1.46 **Severity Level or SL:** As used herein, the terms shall mean the problem severity levels for correction of Deficiencies, as specified in Exhibit X (Service Level Agreement).

2.1.1.47 **Specifications:** As used herein, the term shall mean any or all of the following, as applicable:

All Solution Performance Requirements and standards set forth in this Agreement, including, but not limited to, requirements for system availability and system response time identified in Exhibit X (Service Level Agreement).

The Documentation, to the extent not inconsistent with any of the foregoing in this definition.

All system environment requirements and certifications provided by Contractor in accordance with this Agreement with respect to the system.

All written and/or electronic materials furnished by or through Contractor regarding the System Software or the system, including functionality, features, capacity, availability, response times, accuracy or any other performance or other system criteria or any element of the Solution or any Solution component.

2.1.1.48 **State:** As used herein, the term shall mean the State of California.

2.1.1.49 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Agreement services as specified in Exhibit A (Statement of Work).

2.1.1.50 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Agreement.

2.1.1.51 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any

nature, equipment, and/or materials to contractor in furtherance of Contractor's performance of this Agreement, at any tier, under oral or written agreement.

- 2.1.1.52 **Support Hours:** As used herein, the term shall have the meaning specified in Exhibit X (Service Level Agreement).
- 2.1.1.53 **Support Services:** As used herein, the term shall have the meaning specified in Exhibit X (Service Level Agreement) and shall comprise part of Solution Maintenance provided by Contractor under this Agreement.
- 2.1.1.54 **Solution:** See System Software.
- 2.1.1.55 **Solution Performance Deficiency:** As used herein, the term shall mean failure by the solution to meet any of the Solution Performance Requirements as specified Exhibit X (Service Level Agreement).
- 2.1.1.56 **Solution Performance Requirements:** As used herein, the term shall mean the performance requirements for the solution, including solution availability, Solution Response Time and Back-up Server Hosting as specified in Exhibit X (Service Level Agreement).
- 2.1.1.57 **Solution Performance Warranty:** As used herein, the term shall mean Contractor's warranty to meet Solution Performance Requirements as specified in Exhibit X (Service Level Agreement).
- 2.1.1.58 **Solution Requirements:** As used herein, the term shall mean business, operational, technical and/or functional requirements relating to the operation or utilization of the system, as specified in Exhibit A (Statement of Work).
- 2.1.1.59 **Solution Response Time:** As used herein, the term shall mean the time elapsed from the entry of a query at a workstation to the time the workstation fully displays the complete results, as may be further specified in Exhibit X (Service Level Agreement).
- 2.1.1.60 **System (or "system"):** See System Software.
- 2.1.1.61 **System Software:** As used herein, the term shall mean all software and related Deliverables and Documentation

provided under this Agreement by Contractor as further specified in Exhibit A (Statement of Work), including modifications, and Enhancements, upgrades, and Updates thereto.

- 2.1.1.62 **System Test:** As used herein, the term shall mean any of the tests conducted by County or Contractor, as applicable, under Exhibit A (Statement of Work), including but not limited to System Integration Test, User Acceptance Test and Performance Verification Test, as described in Exhibit A (Statement of Work).
- 2.1.1.63 **Task or task and Subtask or subtask:** As used herein, the terms, whether singular or plural, shall mean one of the areas of work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).
- 2.1.1.64 **Training:** As used herein, the term shall mean training relating to the solution to be provided by Contractor pursuant to this Agreement, including initial Solution Training and Additional Training County may acquire in the future.
- 2.1.1.65 **Update(s):** As used herein, the term, whether singular or plural, shall mean and include any additions to and/or replacements to the System Software, available or made available subsequent to Final Acceptance, and shall include all System Software performance and functionality enhancement releases, new Version Releases, System Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the System Software, including those required for the System Software to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit X (Service Level Agreement) with all Schedules thereto.
- 2.1.1.66 **User(s) or user(s):** As used herein, the terms, whether singular or plural, shall mean any person or entity authorized by County of Los Angeles or the Probation Department to access or use the System pursuant to this Agreement.
- 2.1.1.67 **Version Release:** As used herein, the term shall mean

Contractor's Solution Software major version upgrade which contains new software functionalities and features and/or solution capabilities, including any replacement product.

2.1.1.68 **Warranties:** As used herein, the term shall mean the warranties regarding Contractor's performance under the Agreement, including the solution, as specified Exhibit X (Service Level Agreement). This definition does not limit or preclude any other warranties implied by law or equity into this Agreement.

2.1.1.69 **Warranty Period:** As used herein, the term shall have the meaning set forth in Exhibit X (Service Level Agreement).

2.1.1.70 **Work:** As used herein, the term shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including solution components, solution implementation services, and solution maintenance.

### **3 WORK**

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

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this agreement or within any change order, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4 TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence upon board approval for a two (2) year period, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Contingent upon available funding, this Agreement may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to two (2) additional one (1) year periods.

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

- 4.3 The Contractor shall notify the Department when this Agreement is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written (hard copy and e-mail) notification to Department at the Contracts and Grants Manager's address herein provided in Exhibit E (County's Administration).

## **5 AGREEMENT SUM**

### **5.1 Total Agreement Sum**

- 5.1.1 The "Agreement Sum" under the terms of this Agreement shall be the total monetary amount payable by the County to the Contractor for supplying all services under this Agreement consistent with the cost listed in Exhibit B (Pricing Schedule). The total sum, inclusive of all applicable taxes is **\$1,462,207** for the initial two-year term, which includes both Contractor's implementation services and the SaaS subscription to Contractor's Software System. The two (2) additional one-year option periods is at an annual amount of **\$456,000**. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for services provided by the Contractor under this Agreement consistent with Exhibit B (Pricing Schedule) and any milestone or scope of work document provided by Contractor pursuant to this Agreement. The Contractor shall submit annual invoices for the SaaS subscription to Contractor's Software System, to be paid in advance of each applicable annual term. The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

### **5.2 Written Approval for Reimbursement**

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. County acknowledges that it shall not expect Contractor to perform any tasks or service under this Agreement unless in accordance with the Statement of Work, or a Change Order executed by County and Contractor. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism which provides for a change of control and or change of management which would materially affect the services performed herein in accordance with Section 8.2.3, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Agreement Sum**

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total agreement sum under this Agreement. Upon occurrence of this event, the Contractor shall send written (hard copy and e-mail) notification to Department at the Contracts and Grants Manager's address herein provided in Exhibit E (County's Administration).

### **5.4 No Payment for Services Provided Following Expiration - Termination of Agreement**

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Nothing herein shall preclude payment to Contractor after expiration or termination of this Agreement for services performed under the Agreement during the term of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

### **5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work. For avoidance of any doubt, County shall only withhold payment from Contractor on any such Deliverable which is not satisfactorily completed. County

shall not withhold payment on a satisfied Deliverable due to an alleged incomplete other Deliverable within the Statement of Work except as provided under Paragraph 8.26.

If the Contractor is unable to fulfill any portion of the Agreement, services during the Term or the Agreement are terminated by the County as referenced in Paragraphs 8.41 through 8.47 of the Agreement, the Contractor will reimburse the County a prorated amount for any portion of the services pre-paid for and not performed as outlined in, but not limited to, the Statement of Work, Pricing Schedule, and Amendment(s).

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) and Exhibit X (Service Level Agreement) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Agreement shall be submitted electronically (via e-mail to the County), or if by mail, in two (2) copies to the following address:

**Professional Accountability Bureau (PAB)  
County of Los Angeles Probation Department  
9150 East Imperial Highway Room P-73  
Downey, CA 90242**

**5.5.6 County Approval of Invoices**

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

**5.6 Intentionally Omitted**

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

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

## **6 ADMINISTRATION OF AGREEMENT - COUNTY**

### **6.1 County Administration**

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

### **6.2 County's Project Director**

Responsibilities of the County's Project Director include providing executive control, management, and oversight of the Agreement. The County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is only authorized to further obligate County as specifically provided in this Agreement.

### **6.3 County's Project Manager**

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Director on a regular basis;
- inspecting any and all Tasks, Deliverables, goods, Services, or other work provided by or on behalf of the Contractor; and
- overseeing the day-to-day administration of this Agreement.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

### **6.4 County's Contract Manager**

The role of the County Contract Manager may include:

- Coordinating with the Contractor and ensuring the Contractor's performance of the Agreement; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby.

### **6.5 County's Contract Monitor**

6.5.1 The role of the County's Project Monitor is responsible for the monitoring of the Agreement and the Contractor. The County's Project Monitor provides reports to the County's Contract Manager and the County's Project Manager.

### **6.6 Approval of Work**

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Agreement must have the written approval of County's Project Director as described in this Paragraph 6.6. Upon completion of each Deliverable, Contractor shall fully complete a Task Deliverable Acceptance Certificate (hereinafter "Acceptance Certificate"), as set forth in Exhibit Z (Deliverable Acceptance Form), submit it to County's Project Manager for his/her review and approval. In the event that County's Project Manager

approves such Acceptance Certificate and the Work described therein, County's Project Manager will then sign such Acceptance Certificate and forward it to County's Project Director for his/her review, approval and signature. Each Acceptance Certificate must have the approval of County's Project Director, as evidenced by County's Project Director's signature on the applicable Acceptance Certificate before Contractor can invoice for payment. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County in accordance with this Paragraph 6.6.

## **7 ADMINISTRATION OF AGREEMENT - CONTRACTOR**

### **7.1 Contractor Administration**

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

### **7.2 Contractor's Staff**

- 7.2.1 The Contractor shall have a Project Manager pursuant to Section 6.3 (Project Manager) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).
- 7.2.3 Contractor shall not employ any person under the age of twenty-one (21) years, unless the Contractor receives written approval by the County's Project Director.

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

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, Contractor Key Staff.

- 7.3.1 In the event Contractor should desire to remove any Contractor Key Staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

- 7.3.2 Contractor shall promptly fill any vacancy in Contractor Key Staff with individuals having qualifications at least equivalent to those of Contractor Key Staff being replaced. Contractor shall maintain records of staff qualifications and shall, upon written request by County, provide to County for review within 72 hours of proposing staff to replace Contractor Key Staff.
- 7.3.3 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Staff and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.
- 7.3.4 Contractor shall stipulate methods for evaluating new hires, or replacement staff for the skills, experience, and knowledge necessary to perform the work requirements. County will reserve the right to review those staff evaluation methods.

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

The Agreement shall provide, at the Contractor's expense, all staff providing services under this Agreement at a County location with a photo identification badge. All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

#### **7.5 Background and Security Investigations**

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Agreement. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Agreement. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Project Manager prior to the employee starting work on this Agreement. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. The

**Contractor's or the subcontractor's employees shall not begin work on this Agreement before receiving written notification of clearance from the County.**

- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Agreement.
- 7.5.4 No Contractor or subcontractor staff providing services under this Agreement shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine (\$49.00) dollars per record check, which is subject to change by the State.

**7.6 Confidentiality**

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its reasonable judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Orders**

8.1.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 8.1 (Amendments and Change Orders). Any change to any work and to any other provisions of this Agreement shall be accomplished only as provided in this Section 8.1.

8.1.2 The County reserves the right to initiate Amendments that do not (a) affect the Agreement Term or Agreement Sum or payments and (b) materially alter the Agreement.

8.1.3 For any change which affects the Agreement Sum and/or Statement of Work, but does not materially alter the Agreement, an Amendment to this Agreement shall be prepared and executed by

the Contractor and by the Department Head or designee, provided County Counsel approval is obtained prior to execution of such Amendment.

- 8.1.4 For any change which (a) affects the Agreement Term (other than exercise of below or resulting from Force Majeure), the Agreement Sum, and/or Statement of Work under this Agreement and (b) materially alters the Agreement, an Amendment to this Agreement shall be prepared and executed by the Contractor and by the Board or its authorized designee.
- 8.1.5 The County's Board or Chief Executive Officer ("CEO") or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Agreement Term to make the Agreement consistent with the then-current County-wide contracting policies; however, at no time shall this be construed as meaning that the CEO can make unilateral changes to the Statement of Work and any services which Contractor shall carry out in accordance with this Agreement without the prior written consent of Contractor. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Department Head or designee.
- 8.1.6 The Contractor agrees that the exercise of Option Terms shall not change any other term or condition of this Agreement during the period of such extensions.
- 8.1.7 For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Agreement, a written change order ("Change Notice") may be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

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

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under

this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the County's sole discretion, against the claims which the Contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and

imposes similar reductions with respect to the County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

## **8.5 Intentionally Omitted**

## **8.6 Compliance with Applicable Law**

8.6.1 In the performance of this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

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

### **8.8.2 Written Employee Jury Service Policy**

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

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more

County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 The Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

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

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

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

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

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor may 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. . The County will refer GAIN-GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and

BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of the County Contractors.

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

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

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Agreements are in compliance with their court-ordered child, family and spousal support obligations in order to

mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

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

## **8.17 Employment Eligibility Verification**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

## **8.18 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments and Change Orders) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party such that the party was unable to perform the services in an acceptable and reasonable alternate manner (such events are referred to in this paragraph as "force majeure events"). For avoidance of doubt, the current COVID pandemic, at its current condition and known state of its effect against commerce, is a known event and does not excuse Contractor's performance of its obligations hereunder.
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

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

## **8.22 Independent Contractor Status**

- 8.22.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the

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

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

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

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

- 8.24.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for All Insurance Coverage) and 8.25 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also

are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

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

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

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

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

**Thao Nguyen, Contract Analyst**  
**Los Angeles County Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
**E-mail address:**  
**[Thao.Nguyen@Probation.LAcounty.gov](mailto:Thao.Nguyen@Probation.LAcounty.gov)**  
**Fax #: (562) 658-2307**

8.24.2.6 The Contractor also shall promptly report to the 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 the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

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

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

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

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage

or policy period. The written notice shall be provided to the 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 Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

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

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

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 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 shall be designated as an Additional Covered Party under any approved program.

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

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

### **8.25 Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

#### **8.25.4 Professional Liability-Errors and Omissions**

Professional Liability/Errors and Omissions coverage is required for medical and legal Contractors, as well as Contractors in non-traditional professions including, but not limited to accountants, appraisers, architects, billers, computer programmers, engineers, interpreters, staffing/ temporary services agencies, and consultants. Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### **8.25.5 Intentionally Omitted**

#### **8.25.6 Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

### **8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, including, but not limited to any and all applicable Warranties and those implied by law or equity, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the specifically related payment regarding said non-compliant terms or obligation, deduct pro rata from the Contractor's invoice for work not performed, or assess liquidated damages as provided in this Paragraph 8.26. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by

the Department Head, or his/her designee, in a written notice describing the reasons for said action. Contractor shall be afforded an opportunity to respond to the written notice and advise the Department Head as to its position regarding the alleged non-performance.

- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Department Head, or designee, deems are correctable by the Contractor over a certain time span, the Department Head, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames, which shall afford Contractor a reasonable opportunity to correct said deficiencies. Should the Contractor fail to correct deficiencies within said time frame, the Department Head or designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the annual payment and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County. Given the demands and urgency of correction during an election, this correction period does not apply during Election Periods prior to assessment of related damages.
- 8.26.3 The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one thousand hundred dollars (\$500) per day, or as specified in the Exhibit U (Performance Requirements Summary (PRS) Chart) Exhibit A (Statement of Work) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount where said infraction is a result of Contractor's breach or negligence. Such amounts due under this Paragraph 8.26.3 shall be deducted from the County's payment to Contractor. In the event the County owes no further payments to Contractor, Contractor shall remit any all amounts due under this Paragraph 8.26 to the County within thirty (30) days.
- 8.26.4 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.26.5 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

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

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

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

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

## **8.29 Non Exclusivity**

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources, so long as County adheres to all applicable covenants and restrictions relating to Contractor's intellectual property and confidential information.

## **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

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

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

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

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

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year

thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

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

### **8.37 Publicity**

- 8.37.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
- 8.37.1.2 The Contractor shall develop all publicity material in a professional manner; and
- 8.37.1.3 During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press

releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Manager. The County shall not unreasonably withhold written consent.

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

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

- 8.38.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the Contractor to comply with any of the provisions of this

Paragraph 8.38 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

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

#### **8.39 Recycled Bond Paper**

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

#### **8.40 Subcontracting**

- 8.40.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every

subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

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

**Thao Nguyen, Contract Analyst**  
**Los Angeles County Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
E-mail address: [Thao.Nguyen@Probation.LAcounty.gov](mailto:Thao.Nguyen@Probation.LAcounty.gov)

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

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of

this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## **8.42 Termination for Convenience**

- 8.42.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than sixty (60) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
  - 8.42.2.1 Stop work under this Agreement on the date and to the extent specified in such notice, and
  - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
  - 8.42.2.3 Contractor shall reimburse County for any unused portion of remaining fee (i.e. the remaining months of the one year subscription fee that was unused). Contractor shall return all County data on the effective date of termination.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

## **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the County's Contract Manager:
  - 8.43.1.1 The Contractor has materially breached this Agreement;  
or

- 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
  - 8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Agreement in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is

determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

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

#### **8.44 Termination for Improper Consideration**

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

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within

the meaning of the Federal Bankruptcy Code;

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

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

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

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

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

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

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

8.49.1 No waiver by the County of any breach of any provision of this

Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.50 Warranty Against Contingent Fees**

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

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

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

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within

ten (10) days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

### **8.53 Time Off for Voting**

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

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

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

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

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

### **8.55 Intentionally Omitted**

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

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

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

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

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

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

# **9 UNIQUE TERMS AND CONDITIONS**

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

9.1.1 During the term of this Agreement, the Contractor hereby grants to the County a non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to use all System Software, Documentation, and other Deliverables that are proprietary to Contractor or to a subcontractor, including System Software as intended to be used under this Agreement, including any Updates, enhancements, or modifications provided thereto. Notwithstanding the foregoing, Contractor hereby grants County a non-exclusive, royalty-free, fully paid, perpetual license to use, display, distribute, and make derivative works from any and all County specific Documentation, reports, policies, and written Deliverables originated or created in whole or in part through Contractor's work

pursuant to this Agreement, so long as all such use is for the County itself. County's use includes, but is not limited to on behalf of municipalities within the County's geographic boundaries and as required in responding to Public Records Act requests.

- 9.1.2 Upgrades and Updates. At no additional cost to the County, during the term of this Agreement, Contractor hereby grants to the County a fully paid-up right and non-exclusive license to use or have used on its behalf, and display any and all Upgrades and Updates to the System Software subject to a license to the County pursuant to Section 9.1.1 during the term for the purposes of the Contract including any and all uses to fully enjoy and exploit the Intellectual Property rights, licenses, and grants under this Section 9.1.
- 9.1.3 Notwithstanding any other provision herein, and except as set forth within this Section 9.1 et seq., Contractor retains all Proprietary Rights to all System Software, Deliverables and Documentation underlying Contractor's provision of services hereunder.

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

- 9.2.1 The Contractor shall indemnify, hold harmless and defend the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Agreement. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Contractor's defense and settlement thereof.
- 9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
  - Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

**9.3 Time is of the Essence**

The Contractor agrees that time is of the essence for each and every provisions of this Agreement.

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**IN WITNESS WHEREOF**, the Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA,  
Executive Officer  
of the Board of Supervisors

By: \_\_\_\_\_

LEXIPOL, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

DAWYN R. HARRISON  
ACTING COUNTY COUNSEL

By: \_\_\_\_\_  
JASON C. CARNEVALE  
DEPUTY COUNTY COUNSEL

# **EXHIBIT A**

## **STATEMENT OF WORK**

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## **1.0 INTRODUCTION (SCOPE OF WORK)**

Contractor shall provide access to a web-based policy and procedures management solution (Solution) for the County of Los Angeles Probation Department (Probation). The Solution shall include a repository of policies and dedicated place to store procedures. Daily Training Bulletins specific to Probation policy will be provided each month during the Subscription period. The Solution shall have twenty-four (24) hour accessibility for approximately 5,500 sworn and non-sworn Probation staff. Contractor shall also provide access to a mobile application of the Solution with the same end-user viewing functionality.

Contractor shall review Probation's existing policies, procedures, and training directives to identify areas of alignment and misalignment between Contractor's Probation Master Policy Manual content and Probation's current policies, procedures, and training directives. Contractor shall consult with Probation and assist in creating policy and procedures that are applicable, practical, and functional for Probation. Probation shall have the capability to edit the policies, procedures, and training bulletins in the Solution.

Contractor will host the Solution and allow Probation staff to log into the Solution by using their County (Microsoft Azure) username and password. The data content uploaded into the Solution will not be sensitive information and the user-specific information will be only for tracking when a Probation user accessed, viewed, and acknowledged a policy or procedure or successfully completed a Daily Training Bulletin.

## **2.0 SPECIFIC TASKS AND DELIVERABLES**

Contractor shall provide user access to the Solution. The Solution shall function as a repository of Probation's policy manuals that have been reviewed to align with Lexipol's Master Policy Manual and have been approved by designated users. Probation shall have the capability to edit and upload policies, procedures, and supporting documentation into the Solution.

### **2.1 Assumptions**

- 2.1.1 All goods and services performed and provided to Probation to deliver the Solution are to ensure that:
  - 2.1.1.1 All identified Department personnel (approximately 5,500) will have access to the Solution, to perform their role as it pertains to policy management, policy review and acknowledgement, and completion of training bulletins.
  - 2.1.1.2 All identified Department personnel will have access to the functionality within the Solution to perform their role as it pertains to policy management, policy review and acknowledgement, and completion of training bulletins.

- 2.1.1.3 All identified Department personnel will have access to all Solution information and reporting capabilities appropriate for their role as deemed appropriate by Probation.
- 2.1.2 Contractor shall work closely with the County's Project Manager to develop and produce management reports that best meet the needs of Probation to include the reports described in Exhibit AA (Minimum Solution Requirements).
- 2.1.3 Contractor shall furnish monthly reports that track when Probation staff acknowledge policies and policy updates and show completion of training bulletins.
- 2.1.4 Contractor shall provide the Monitoring and Technical Assistance as specified in the Service Level Agreement (Exhibit X).

## **2.2 Project Document Delivery**

Contractor shall provide all Documentation under this SOW to the County in electronic format compatible with the County's Microsoft Office Suite standards delivered via e-mail (unless otherwise specified by the County), including but not limited to:

- 2.2.1 Status reports
- 2.2.2 Project plans
- 2.2.3 Project control updates
  - 2.2.3.1 Using the County project management standards in accordance with Task 2.4 (Project Management and Planning)
- 2.2.4 Reports
- 2.2.5 Training materials

## **2.3 Project Deliverable Review**

- 2.3.1 As it pertains to the initial implementation of the Solution, when a draft document or Deliverable is complete the Contractor Project Manager shall submit the initial release document/Deliverable to the County's Project Manager and the County's Project Director for review and comment.
- 2.3.2 The County's Project Manager and the County's Project Director will be responsible for distributing copies of the initial release document or making Deliverables available for internal review.
- 2.3.3 County is responsible for consolidating County personnel's comments and, if applicable, providing a clearly marked version of the draft document.

- 2.3.4 Contractor will review and return the consolidated comments to Contractor's Project Director, within time frame agreed upon by the County and Contractor.
- 2.3.5 Contractor shall review and evaluate the consolidated comments and respond to them in writing, within time frame agreed upon by the County and Contractor.
- 2.3.6 All comments provided by County personnel and Contractor's recommendations will be discussed and integrated into a final version of the document/Deliverable and delivered to Contractor within time frame agreed upon by the County and Contractor.
- 2.3.7 All Deliverables require Contractor's submission of a completed Acceptance Certificate and are subject to Acceptance by the County in accordance with this SOW and the Agreement.
- 2.3.8 Upon County's Acceptance of Deliverables that describe functionality, performance, or other characteristics of the Solution, such Deliverables shall automatically become part of the Specifications. This includes but is not limited to Deliverables D.2.4, D.2.5, D.2.6, D.2.7, D.2.8, D.2.9, D.2.10, and D.2.11.

## **2.4 Project Management and Planning**

All Tasks, Subtasks, and Deliverables in this SOW shall be completed by the date specified in the SOW or as otherwise specified in the Accepted Project Control Document (PCD), as updated from time to time in accordance with this SOW.

Contractor shall submit an Acceptance Certificate substantially similar to the form attached as Exhibit Z (Deliverable Acceptance Form) to this Agreement for each Deliverable.

### **2.4.1 Project Planning and Management**

Contractor shall execute formal project planning and project management practices to ensure that delivery of all goods and Services are of high quality, are delivered per the PCD, and that they meet the requirements set by this SOW and the Agreement.

Under the direction of the County's Project Director, Contractor shall:

- a. Apply requisite technical and management skills and techniques to manage all work.
- b. Assure satisfactory and timely completion of project milestones and Deliverables.
- c. Establish a project control and reporting system to provide routine and realistic assessments of the project progress.

Contractor shall perform such tasks against the PCD's milestones and Project Schedule/Detailed Work Plan through Final Acceptance.

#### **2.4.1.1 Develop Project Control Document**

Contractor shall prepare a Project Control Document (PCD) and update it regularly as further specified in this SOW. The contents of the PCD shall include the following:

1. Contractor shall provide the County with a PCD within two weeks of the Effective Date of the Agreement. The PCD shall be updated and maintained throughout the life of the project as required by this SOW and shall include, without limitation, the following components:
  - a. **Solution description** – A brief statement describing the basic functionality and related components of the Solution.
  - b. **Project scope** – Describes the overall scope and Deliverables of the project. Acts as a confirmation of project scope, phasing, training, and implementation objectives.
  - c. **Project approach** – Describes Contractor's overall approach to performing and providing all Tasks, Subtasks, Deliverables, and overall Solution.
  - d. **Project organization, roles, and responsibilities** – A hierarchical structure depicting the organization of the Project Team and its reporting relationships. This should include Contractor's employees working under this Agreement, Contractor's Key Staff, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the Project Team members.
  - e. **Project staffing and resource management plan** – Contractor shall include as part of the project staffing and resource management plan a listing of the number of onsite and offsite hours each Project Team member will spend on the project.
  - f. **Project Schedule/Detailed Work Plan** – Contractor shall provide a project schedule in conjunction with the Work Breakdown Structure, a detailed narrative description of project tasks and subtasks, roles and responsibilities of the Project

Team members by task, timeframe to complete each task and any dependencies on other tasks.

- g. **Deliverables list** – In sequential order or numbered, a list of the Deliverables to be produced.
- h. **Milestone chart** – A list of key project milestones, including Deliverables, the target completion date and action completion date that is consistent with the Project Schedule/Detailed Work Plan.
- i. **Communication plan** – A description of the primary means of communication that will be used throughout the project.
- j. **Training plan** – A description of the training curriculum addressing technical, end-user, and train-the-trainer training for the County staff.
- k. **Risk management** – A description of the risk management process, including a tracking mechanism for potential project risks and risk mitigation strategies.
- l. **Issue escalation and dispute resolution procedures** – A description of the process to be used to resolve project conflicts and key Project Team members responsible for issue escalation, decision-making and conflict resolution, all consistent with the relevant Agreement provisions.
- m. **Change management** – A description of the change control management process that will be used to mitigate any negative impact on the County as a result of Solution implementation and ongoing enhancements.

**Deliverable D.2.4.1.1 – Project Control Document, updated monthly until Final Acceptance except for the Project Schedule/Detailed Work Plan, Milestone Chart, and Risk Management sections, which shall be updated when changes are required.**

#### **2.4.2 Provide Ongoing Project Management**

- 2.4.2.1 Contractor shall provide ongoing project management in order to manage project activities, resources, and to track project status and issues. As part of ongoing project management, Contractor shall:
  - a. Spend an agreed upon amount of time on location to effectively implement the project.

- b. Prepare and provide monthly written Project Status Reports to the County's Project Director until project completion. All identified issues shall be resolved through the issue resolution process as specified in the Agreement. Project Status Reports shall include the following:
  - i. Summary – highlighting key accomplishments and issues
  - ii. Tasks completed
  - iii. Tasks delayed
  - iv. Upcoming Tasks
  - v. Risk log
  - vi. Issue log
  - vii. Deliverable status
- c. Attend project meetings through Final Acceptance with key project personnel.
- d. Provide meeting minutes, including a list of action items, and a list of decisions made.
- e. Attend meetings with County's Project Director upon mutual agreement by both County and Contractor until Solution Acceptance.

#### **Deliverable D.2.4.2.1 - Monthly Project Status Reports as specified in Task 2.4.2.**

### **2.5 Information Security**

Contractor will establish and maintain the appropriate security measures to properly secure the County Data as it pertains to the Solution, and County's Policy Management and Training Operations. To this end, under this task, Contractor shall develop and implement security and business continuity plans that align with and abide by the Information Security and Privacy Requirements (Exhibit Y).

#### **2.5.1 Solution Security Documentation**

Contractor shall provide the County with documentation of its Security Program.

Upon Acceptance by the County, the documented Specified Hardware and Specified Operating Software shall automatically become Exhibit AA (Minimum Solution Requirements) to this SOW, without requiring any further action on the part of either the County or Contractor.

**Deliverable D.2.5 – Contractor shall demonstrate that the Hosted Environments abide by the Information Security and Privacy Requirements (Exhibit Y) and its documented Security Program.**

**Deliverable D.2.5.1 – Contractor’s Security Program Documentation as specified in Task 2.5.**

## **2.6 User Set Up and Access**

Contractor shall provide secured access to the Solution by delegating authentication to the County’s Azure Active Directory (Azure AD). Contractor shall work with the County to identify and document the tenant configuration data necessary to enable Azure AD integration for the provisioned Hosted Environments.

Contractor shall work with the County to elaborate and document the requirements for role-based access to the Solution for the Hosted Environments. Contractor shall conduct requirements gathering meetings with County to identify the create, read, update, delete (CRUD) rights of each of the roles available in the Solution. The Solution roles shall be mapped to the appropriate County User roles (deputy probation officer and supervising deputy probation officer), as determined in the requirements gathering meetings. The requirements documentation will include, but not be limited to, providing applicable Department staff the ability to perform the necessary tasks based on role using the Solution. This will include but will not be limited to policy and training management, policy review and acknowledgement, training completion and solution management. All documentation related to user roles and set up will be included in the Solution Configuration Document (SCD). Contractor shall document all required settings, options to be enabled or disabled, and or configurations required to satisfy County’s requirements in the SCD. County review and approval of the SCD is a prerequisite of County’s acceptance of it.

Contractor shall Configure User accounts, User roles, establish system access and enable system log-in and User auditing for the provisioned Hosted Environments. The following is a sample of Probation user roles and a sample of the functionality each role may require:

### **2.6.1 Staff Role**

- a Can view all active policies
- b Can complete required training/review of new policies
- c Can sign acknowledgements

### **2.6.2 Supervisor Role**

- a Can perform all functions of the Staff Role
- b Can view status of training and acknowledgements for their team

### **2.6.3 Manager Role**

- a Can perform all functions of the Supervisor Role
- b Can view status of training and acknowledgements or their subordinate supervisors and their teams

#### 2.6.4 Policy Team Member Role

- a Can perform all functions of the Staff Role
- b Can view draft policies
- c Can edit draft policies
- d Can publish new policies
- e Can collaboratively create training bulletins

#### 2.6.5 Administrator Role

- a Can perform all functions of the Staff, Supervisor, Manager, and Policy Team Member roles
- b Can assist with the creation of new users and deletion of existing users

**Deliverable(1) D.2.6 – The County Azure AD configuration the provisioned Hosted Environments as specified in Task 2.6.**

**Deliverable(2) D.2.6 – The County role-based User account access configuration requirements gathered and documented for the provisioned Hosted Environments as specified in Task 2.6.**

**Deliverable(3) D.2.6 – Role-based User account access configured per documented requirements for the Hosted Environments as specified in Task 2.6.**

**Deliverable(4) D.2.6 – Solution Configuration Document as described in Task 2.6.**

## 2.7 Solution Training

### 2.7.1 Training Plan

Contractor shall develop and provide County with a plan to deliver Solution training to include use of the mobile application to a mutually agreed upon number of County Staff. The plan will include the training components and any measures of proficiency that will be used to ensure that County staff are proficient in the Solution's operation.

### 2.7.2 Training Execution

Contractor shall provide training for various levels of County staff on the use of the Solution and shall ensure that:

County staff can effectively operate and utilize the Solution based on role/responsibility upon training completion. The roles and responsibility will include:

2.7.2.1 County staff can effectively operate and utilize the Solution based on role/responsibility upon training completion. Those roles shall include but not be limited to:

- County Solution Administrators
- County Technical Support if appropriate

2.7.2.2 Contractor shall provide adequate number of proficient personnel to effectively deliver training.

2.7.2.3 Contractor shall develop and provide all required training materials to effectively train Department staff by role and responsibility, including technical staff. Training materials can include but will not be limited to:

- Access to videos
- Access to audio files
- Written user guides/manuals
- Help guides within the Solution
- Frequently Asked Questions material

**Deliverable D.2.7.1 – Training Plan as Specified in Task 2.7.1.**

**Deliverable D.2.7.2 – Confirmation that training has been delivered to Probation as specified in Deliverables 2.7.1 and 2.7.2.**

**2.8 Solution Testing**

Contractor shall prepare for and conduct Solution Testing for the Solution in accordance with an Accepted Test Plan.

2.8.1 Contractor shall follow a Test Plan methodology that generally confirms:

a. The Solution performs as described in all contract documents to include the Minimum Solution Requirements (Exhibit AA), Information Security and Privacy Requirements (Exhibit Y), Service Level Agreement (Exhibit X), and Solution Configuration Document as described in Tasks 2.6 and 2.7.

2.8.2 Testing of all components of the Solution in the specified Hosted Environments to include:

a. Integration of County's Azure Active Directory to provide secure access to the Solution.

b. The creation of the roles and responsibilities per configuration review sessions and the Solution Configuration Document.

c. Security testing to ensure that the Solution includes the security components specified in the Minimum Solution Requirements

(Exhibit AA) and in the Information Security and Privacy Requirements (Exhibit Y).

2.8.3 Contractor shall submit its intended approach for performing the test to County for approval. Such approach may include Contractor's summary explanations as to why additional testing is not required where the Solution has already been separately tested and/or verified to perform satisfactorily. County's acceptance of Contractor's explanation is a prerequisite for completion of Tasks and Sub-tasks described in Task 2.8.

2.8.4 Where Contractor determines it is feasible, Contractor shall conduct the Solution Testing in collaboration with County personnel to verify and document test results. Contractor shall be responsible for documenting test results to the extent they are required beyond Contractor's verification of Solution performance.

Based on the results of all tests, Contractor shall make any changes to the Solution required to address Deficiencies. Upon making those changes, Contractor shall re-test the Solution. Contractor shall present documentation certifying that Solution Testing has been successfully completed. Contractor shall also deliver certifying documentation indicating successful completion of all required corrective actions to the Solution to the County for Acceptance.

**Deliverable(1) D.2.8 – Test Plan methodology as Specified in Task 2.8.1, which shall be prepared in a format determined by Contractor.**

**Deliverable(2) D.2.8 – Testing documentation to include any corrective actions to address identified deficiencies.**

## **2.9 Solution Acceptance**

The Solution, in its entirety, as Configured, will be accepted by the County if, and only if, the Solution operates in a Production Environment for a period of 60 days continuously without Deficiencies of Severity Level 2 or more severe, as provided in Exhibit X (Service Level Agreement) to the Agreement.

2.9.1 Contractor shall work with the County to ensure that the Solution achieves Final Acceptance by reviewing all Documentation and project results against the Specifications.

2.9.2 The Solution shall achieve Final Acceptance after the County agrees that the Solution has completed a full, continuous, uninterrupted 60-day operation run in the Production Environment without Deficiencies of Severity Level 2 or more severe, as specified Exhibit X (Service Level Agreement) to this SOW.

- 2.9.3 Contractor shall manage and track all Deficiencies in the Production Environment and may, upon request, provide reports to the County including, but not limited to:
- a. The nature of the Deficiency
  - b. Date the Deficiency was identified
  - c. How the Deficiency was resolved
  - d. The responsible party for resolving the Deficiency
  - e. Date the Deficiency was resolved
  - f. How the Deficiency was tracked in any change management records
- 2.9.4 If, at any time during the continuous 60-day period, Solution experiences a Deficiency of specified Severity Level, Contractor shall correct such Deficiency, and the continuous 60-day period shall be restarted in its entirety.
- 2.9.5 The County's Acceptance of all Deliverables under this Task 2.16.1 constitutes Final Acceptance of the Solution under and as defined in the Agreement.

**Deliverable(1) D.2.9 - Documentation certifying that while in the Production Environment the Solution in Production Environment has successfully and continuously operated without Deficiencies of Severity Level 2 or more severe during the continuous 60-day period as specified in Task 2.9.**

**Deliverable(2) D.2.9 - If applicable, documentation certifying successful completion of all required corrective actions to the Solution as specified in Task 2.9.**

## **2.10 Bulletins Training**

- 2.10.1 The Contractor shall provide trainings and coordinate with County to ensure that all Probation staff are trained to effectively use the Solution and mobile application. The Contractor shall train a designated group of Probation personnel to serve as Probation Administrators in Solution functionality to help assist users with Solution navigation and support the Solution.
- 2.10.2 The training sessions shall provide an overview of the Solution and the mobile application. Each training shall consist of a minimum of 20 Probation staff and shall be instructor-led training remotely using Teams, WebEx or an alternative technology. Any in-person training will be conducted at a Probation facility designated by the County's Project Manager.
- 2.10.3 Contractor shall develop and implement ongoing scenario-based training bulletins to assist Probation staff in the understanding and retention of policy content. The Bulletins will consist of:

- a. Contractor shall develop brief, real-life scenarios that depict situations applicable to what Probation staff typically encounter and are relative to policy.
- b. Contractor shall ensure that an analysis of the scenario is conducted to verify that the situation is directly related to the policy.
- c. Contractor shall ensure that a validation process is conducted to review each portion of the Daily Training Bulletin, including the: scenario, issue, policy, analysis, conclusion, and question; to ensure each section properly comports with the County's stated policy.
- d. Contractor shall ensure that all sections of the Daily Training Bulletins are capable of being edited.
- e. Contractor's Knowledge Management System will provide an automated review of Daily Training Bulletins and flag the administrator if; a Daily Training Bulletin does not have a related policy issued in the active policy manual, or if the policy the Daily Training Bulletin is related to has been modified and is no longer matching the Contractors master content.
- f. Contractor shall send policy and training update notifications to Probation Staff via the Solution.

**Deliverable (1) D.2.10 – Documentation certifying successful completion of all requested and/or created Daily Training Bulletins as specified in Task 2.10.**

**2.11 Initial Policy Integration and Implementation**

- 2.11.1 Contractor shall provide the County with California State-specific, Contractor developed, policy manuals specific for Adult Probation, Juvenile Probation, and Juvenile Institutions.
- 2.11.2 The Contractor shall provide ongoing support to the County for policies provided that have been integrated into the County's current policy manuals and or implemented by the County for the duration of this agreement.
- 2.11.3 Contractor shall assign a Project Manager to meet with the County's Project Manager to:
  - a. Identify project participants and their roles
  - b. Identify any County specific Solution requirements
  - c. Understand the County's operations and personnel
  - d. Establish a policy implementation plan
  - e. Coordinate the transfer of the County's existing policies into the Contractor's operating system.

- 2.11.4 Upon receiving department policies from County, the Contractor shall cross-reference the County's policies with the Contractor's corresponding California State-specific policies.
  - a. Contractor will complete the cross-reference within 6 months of receiving all policies from County
- 2.11.5 Contractor shall establish a project work group (PWG) in collaboration with the County's Project Manager to review, customize, adopt, and integrate County policies that have been cross-referenced by the Contractor.
- 2.11.6 Contractor shall provide technical and functional support to the County that establishes an ongoing policy approval and release strategy.
- 2.11.7 Upon the completion of the implementation process for a policy manual, the Contractor shall ensure that policies are formatted and uploaded into the operating system.
- 2.11.8 Contractor shall identify and separate, when deemed most appropriate, policy from procedures in both existing and developed policies.
- 2.11.9 Contractor shall provide the County with County's procedural manuals that are consistent with County policy manuals and accessible within the operating system.

**Deliverable(1) D.2.11 – Documentation certifying successful completion of applicable task outlined in the policy integration and implementation process as specified in Task 2.11.**

### **3.0 QUALITY CONTROL PLAN**

Contractor shall establish and maintain a Quality Control Plan, in a format of Contractor's choosing, which shall generally include the following:

- 3.1 An inspection system covering all primary services listed on Exhibit U (Performance Requirements Summary (PRS) Chart).
- 3.2 Methods to identify and prevent deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A log of inspections conducted by Contractor and, when applicable, the corrective action taken. Such documentation shall be made available if requested by the County during the term of the Agreement as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Agreement.
- 3.4 Methods to ensure confidentiality of records and information while in the care and custody of Contractor's employees.
- 3.5 Methods to maintain security of records and the methods to prevent the loss or destruction of data.

## 4.0 QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all the Agreement terms and performance standards. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Agreement in jeopardy will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and Contractor. If Contractor fails to implement appropriate remedial action, based on a commercially-reasonable standard, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

The County will evaluate Contractor's performance under this Agreement using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary (PRS) Chart) or other such procedures as may be necessary to ascertain Contractor's compliance with this Agreement.

### 4.1 Performance Evaluation Meetings

The County's Project Manager may meet weekly with Contractor's Project Manager during the first three (3) months of the Agreement if the County's Project Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) issues. Mutual best efforts will be made to resolve all problems identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.

4.3 The County shall have the right to remove any Contractor personnel under this Agreement who are deemed unsatisfactory in the sole judgement of the County's Project Manager. Contractor personnel will be removed and replaced by Contractor within seventy-two (72) hours at the request of the County's Project Manager.

### 4.4 Contract Discrepancy Report

Written notification of an Agreement discrepancy shall be made to Contractor's Project Manager whenever an Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Contractor.

The County's Project Manager will determine whether a formal Contract Discrepancy Report shall issue as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, Contractor is required to respond in writing to the County's Project Manager within five (5) business days, acknowledging the reported discrepancies and presenting rebuttal evidence, if applicable. Contractor shall submit a written plan to remedy all deficiencies identified in the Contract Discrepancy Report to the County's Project Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

## 5.0 DEFINITIONS

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express a deviation from a standard before Probation can apply damages as specified in Exhibit U (Performance Requirements Summary (PRS) Chart). An AQLS does not imply that Contractor performed in a substandard way. It is required that Contractor correct all defects whenever possible. A deviation from AQLS can result in a credit to Probation against the monthly charge for Contractor's services.
- 5.2 Contract Discrepancy Report (CDR) – A report prepared by the County's Project Manager to inform Contractor of substandard service.
- 5.3 Performance Requirements Summary (PRS) – The statement that identifies key performance indicators of the Agreement that will be evaluated by the County to ensure the Agreement performance standards are met.
- 5.4 Quality Control Plan – All necessary measures taken by Contractor to ensure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

## 6.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

### COUNTY

#### 6.1 Personnel

The County will administer the Agreement according to Paragraph 6.0 (County) of the Agreement. Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the operation of this Agreement.

#### 6.2 Intentionally Omitted

### CONTRACTOR

#### 6.3 Project Manager

- 6.3.1 Contractor shall provide its own full-time officer or employee as the Project Manager and clearly identify the person in the Agreement. The Project Manager/authorized agent shall be available, following advanced written notice from County, for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding the County holidays. The Project Manager shall provide management and coordination of this Agreement and shall act as the primary contact person with the County.
- 6.3.2 When the Agreement work is performed at times other than described above or when the Project Manager cannot be present, and with prior approval of the County's Project Director, an equally

responsible agent shall be designated to act as the Project Manager.

6.3.3 The Project Manager shall have actual and apparent authority to act for Contractor on all matters relating to the daily operation of the Agreement. The Project Manager/authorized agent shall read, write, speak, and understand English.

6.3.4 The Project Manager or other Contractor Authorized Official as provided in Exhibit F shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.

#### **6.4 Personnel Performing Work at a County Location**

6.4.1 Contractor shall provide competent staff to perform the terms of the Agreement. The County shall have the exclusive right to review and approve staff prior to assignment to a County location.

6.4.2 Contractor shall ensure that by the first day of employment, all persons working on this Agreement have signed the Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement (Exhibit G) and meets the standards of the County of Los Angeles Probation Department regarding access to confidential information.

6.4.3 All personnel must be able to read, write, spell, speak, and understand English.

6.4.4 The County has the exclusive right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes to Contractor's staff if they are working on site at a County location. Contractor shall immediately remove and replace any employee from work on this Agreement within seventy-two (72) hours after a request by the County's Contract Manager.

6.4.5 The County reserves the exclusive right to have the County's Project Manager or designated agent interview any or all prospective employees of Contractor.

6.4.6 Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Agreement.

6.4.7 Contractor shall provide the County's Project Manager with a current list of employees and agents working on site at any County location and keep this list updated during the Agreement period.

6.4.8 Where necessary, Contractor shall have alternate staff that successfully passed background clearances pursuant to Paragraph 7.5 (Background and Security Investigations) of the Agreement, trained and approved to instruct program participants in the required curriculum.

6.4.9 Contractor shall not deploy any person under the age of twenty-one (21) years to an on-site County location unless Contractor receives written approval by the County.

**6.5 Intentionally Omitted**

**6.6 Materials and Equipment**

Contractor shall furnish all personnel and equipment necessary to perform all services required by the Statement of Work.

**6.7 Intentionally Omitted**

**6.8 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls.

**7.0 HOURS/DAYS OF WORK**

Contractor shall be required to provide the Solution on a twenty-four (24) hour continuous basis.

**8.0 INTENTIONALLY OMITTED**

**9.0 UNSCHEDULED WORK**

If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the County.

**10.0 INTENTIONALLY OMITTED**

**11.0 GREEN INITIATIVES**

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

**12.0 PERFORMANCE REQUIREMENTS SUMMARY**

12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Agreement and the Statement

of Work (SOW), and are not meant to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In the event of an apparent inconsistency between services as stated in the Agreement, the SOW and the PRS, the meaning apparent in the Agreement and the SOW shall prevail. If any service appears to be created in the PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that service will be invalid and place no obligation on Contractor.

- 12.2 A standard level of performance will be required of Contractor for the required services. Exhibit U (Performance Requirements Summary (PRS) Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance used by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate Contractor's performance under this Agreement using the quality assurance procedures specified Exhibit U (Performance Requirements Summary (PRS) Chart) or other such procedures as may be necessary to ascertain Contractor compliance with this Agreement. Failure of Contractor to achieve this standard may result in an assessment of liquidated damages against Contractor's monthly payment as determined by the County.
- 12.3 When Contractor's performance fails to conform to the terms of this Agreement, the County will have the option to apply the following remedies:
  - 12.3.1 Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the substandard performance, specify steps to return performance to an acceptable level, and the monitoring methods to prevent recurrence.
  - 12.3.2 Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.
  - 12.3.3 Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or substandard levels of performance.
  - 12.3.4 Failure of Contractor to comply with the County's request(s) to improve performance or to perform work specified within thirty (30) business days shall constitute a breach of the Agreement and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to Contractor's breach, as solely determined by the County, shall be credited to the County on Contractor's future invoice.

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## PRICING SCHEDULE

## POLICY AND PROCEDURE MANAGEMENT SOLUTION

Initial two (2) Year Term - Cost		
Task Description	Method of Confirmation	Amount
Lexipol Adult Probation Policy Subscription, KMS Platform Access, Daily Training Bulletins	Fully Executed Agreement	\$456,000
Lexipol Juvenile Custody Policy Subscription, KMS Platform Access, Daily Training Bulletins	Fully Executed Agreement	\$456,000
Implementation Orientation and Introduction to KMS Sessions	Lexipol Webinar Attendance Records	\$10,000
Project Planning and Discovery Meeting	Project Control Document	\$25,000
Completion of GIQ, KMS Initial Setup & Testing	Setup Completed, SSO Configured, Admin User Log-in Verified	\$120,000
	<b>Sub-Total</b>	<b>\$1,067,000</b>
Existing Policy Content Cross Reference	Lexipol Project Tracking Spreadsheet, Color-Coded Documents	\$20,000
Project Kick Off Meeting	Meeting Attendance Record	\$10,000
Completion of PWG Initial Edits to <b>Tier 1 Policies</b>	Project Tracking Spreadsheet, Monthly Status Reports	\$65,000
Completion of PWG Initial Edits to <b>Tier 2 Policies</b>	Project Tracking Spreadsheet, Monthly Status Reports	\$65,000
Completion of PWG Initial Edits to <b>Tier 3 Policies</b>	Project Tracking Spreadsheet, Monthly Status Reports	\$55,000
Completion of PWG Initial Edits to <b>Tier 4 Policies</b>	Project Tracking Spreadsheet, Monthly Status Reports	\$55,000
Completion of PWG Initial Edits to <b>Tier 5 Policies</b>	Project Tracking Spreadsheet, Monthly Status Reports	\$45,000
Initial Draft Completion of Procedural Documents	Project Tracking Spreadsheet, Monthly Status Reports	\$45,000
Administrative and End User Training	Training Attendance Records	\$10,000
Go-Live	Issuance of policy in KMS	\$25,207
	<b>Sub-Total</b>	<b>\$395,207</b>
	<b>TOTAL:</b>	<b>\$1,462,207</b>
Annual Cost for Option years 3 and 4		
Task Description		Amount
Subscription: Lexipol Adult Probation Policy Subscription, KMS Platform Access, Daily Training Bulletins – Upon execution of an Amendment		\$228,000
Lexipol Juvenile Custody Policy Subscription, KMS Platform Access, Daily Training Bulletins – Upon execution of an Amendment		\$228,000
	<b>TOTAL</b>	<b>\$456,000</b>

**INTENTIONALLY OMITTED**

## CONTRACTOR'S EEO CERTIFICATION

**LEXIPOL, LLC**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

### GENERAL

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

CERTIFICATION	YES	NO
<ul style="list-style-type: none"> <li>▪ Proposer has written policy statement prohibiting discrimination in all phases of employment.</li> </ul>	( )	( )
<ul style="list-style-type: none"> <li>▪ Proposer periodically conducts a self-analysis or utilization analysis of its work force.</li> </ul>	( )	( )
<ul style="list-style-type: none"> <li>▪ Proposer has a system for determining if its employment practices are discriminatory against protected groups.</li> </ul>	( )	( )
<ul style="list-style-type: none"> <li>▪ When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.</li> </ul>	( )	( )

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Signature

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Date

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Name and Title of Signer (please print)

**COUNTY'S ADMINISTRATION**

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**CONTRACT NO.**

**COUNTY'S CONTRACT MANAGER:**

Name: Tasha Howard  
Title: Contracts and Grants Division Director  
Address: 9150 East Imperial Highway, Room C-29  
Downey, CA 90242  
Telephone: 562-940-2728  
Facsimile: 562-658-2307  
E-Mail Address: Latasha.Howard@probation.lacounty.gov

**COUNTY'S PROJECT MANAGER:**

Name: Adam Bettino  
Title: Bureau Chief  
Address: 9150 East Imperial Highway  
Downey, CA 90242  
Telephone: 562-940-3760  
E-Mail Address: Adam.Bettino@probation.lacounty.gov

**COUNTY'S CONTRACT ANALYST:**

Name: Thao Nguyen  
Title: Contract Analyst  
Address: 9150 East Imperial Highway, Room D-29  
Downey, CA 90242  
Telephone: 562-940-2675  
Facsimile: 562-658-2307  
E-Mail Address: Thao.Nguyen@probation.lacounty.gov

**COUNTY'S CONTRACT MONITOR:**

Name: Rene Francis  
Title: Manager  
Address: 7639 South Painter Avenue  
Whittier, CA 90602  
Telephone: 562-907-3133  
Facsimile: 562-464-2831  
E-Mail Address: Rene.Francis@probation.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

**LEXIPOL, LLC**  
**CONTRACTOR'S NAME**

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**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: Bryan Wilson

Title: Senior Project Manager

Address: 2611 Internet Blvd. Suite 100  
Frisco TX 75034

Telephone: 949-313-6554

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

E-Mail Address: bwilson@lexipol.com

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

Name: Rich Pascarella

Title: Operations Manager – West Region

Address: 2611 Internet Blvd Suite 100  
Frisco, TX 75034

Telephone: 949-359-7278

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

E-Mail Address: rpascarella@lexipol.com

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**

Name: Bill McAuliffe

Title: Director of Professional Services

Address: 2611 Internet Blvd. Suite 100  
Frisco, TX 75034

Telephone: 949-313-6571

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

E-Mail Address: bmcauliffe@lexipol.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

CONTRACTOR NAME \_\_\_\_\_ Agreement No. \_\_\_\_\_

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff, County and County's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor's Staff under the above-referenced agreement. Contractor and Contractor's Staff, County and County's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to them during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

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

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

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

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity that has a contract with the county or a subcontract with a county Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor; or
  - 3. A purchase made through a State or Federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

**INTENTIONALLY OMITTED**

# *Safely* Surrendered



No shame. No blame. No names.

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

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



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

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

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

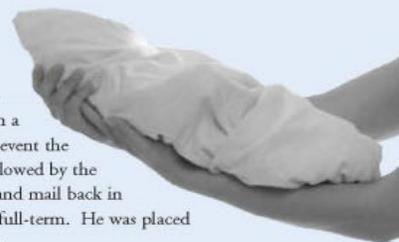
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



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



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

**Sin pena. Sin culpa. Sin nombres.**

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

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



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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

### ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



**INTENTIONALLY OMITTED**



COUNTY OF LOS ANGELES  
 PROBATION DEPARTMENT – INTERNAL AFFAIRS BUREAU  
 9150 East Imperial Highway  
 Downey, CA 90242



**BACKGROUND REQUEST FORM**

**Email Form to: [vivian.gonzalez@probation.lacounty.gov](mailto:vivian.gonzalez@probation.lacounty.gov)**

Requesting Agency: \_\_\_\_\_  
 Agency Address: \_\_\_\_\_  
 City and Zip Code: \_\_\_\_\_  
 Agency Contact Person: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_

**LIVE SCAN SCHEDULE:**  
 Monday & Friday: 8:30 AM - 11:30AM & 1:00PM - 4:00PM  
 Appointments are held every 15 minutes

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

**Please have applicant arrive on time.**

LEAD AGENCY (if different)

Completed by Requesting Agency				Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times	Appointment Date	Appointment Time

Instructions to Applicants:

- 19.2 Prior to the background interview, please complete the application in black or blue ink.
- 19.3 Please bring a valid photo identification (Example: CA Driver's License or Identification Card)



**LOS ANGELES COUNTY PROBATION DEPARTMENT  
HUMAN RESOURCES DIVISION  
ADMINISTRATIVE SERVICES BUREAU  
CONTRACTOR BACKGROUND APPLICATION**



**Instructions:** Indicate your response by using an "X" on the line next to "Yes" or "No".

<b>1. YOUR FULL NAME</b>					
LAST	FIRST	MIDDLE			
<b>2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)</b>					
<b>3. ADDRESS WHERE YOU LIVE</b>					
NUMBER / STREET				APT / UNIT	
CITY			STATE	ZIP	
<b>4. EMAIL ADDRESS</b>					
<b>5. CONTACT NUMBERS</b>					
HOME (    )	WORK (    )	EXT	OTHER (    )	<input type="checkbox"/> CELL	<input type="checkbox"/> FAX
<b>10. BIRTHDATE (MM/DD/YYYY)</b>	<b>11. SOCIAL SECURITY NUMBER</b>	<b>12. DRIVER'S LICENSE</b>			
	-    -	NUMBER:	STATE:	EXPIRES:	

- |   |                    |
|---|--------------------|
| 1. Are you currently on any type of probation or parole?  | Yes _____ No _____ |
| 2. Do you have any outstanding failure to appear?   | Yes _____ No _____ |
| 3. Have you ever been convicted of a sex offense?   | Yes _____ No _____ |
| 4. Have you ever been convicted for a crime against children?   | Yes _____ No _____ |
| 5. Have you ever been convicted for crimes relating to the use of weapons?                                      | Yes _____ No _____ |
| 6. Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) | Yes _____ No _____ |
| 7. Have you ever been arrested for prostitution, pandering or pimping?  | Yes _____ No _____ |
| 8. Do you have any felony conviction within the past three (3) years?   | Yes _____ No _____ |

If you answered "Yes" to question number 8, please provide information below for each offense.



**INTENTIONALLY OMITTED**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 4

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the Effective Date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the Effective Date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
  - 3. A purchase made through a State or Federal contract;
  - 4. A contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

Title 2 ADMINISTRATION  
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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**       **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

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

**CONTRACTOR NOTIFIED OF ACTION:**

\_\_\_\_\_  
County Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative's Signature

\_\_\_\_\_  
Date

**INTENTIONALLY OMITTED**

**PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART**

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0 (Scope of Work) of Exhibit A (Statement of Work)	100% adherence to County requirements	4%	1. User and/or Staff Complaints 2. Random Inspections 3. Random and/or Judgmental Samplings 4. Information from Contractor Reports	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks and Deliverables) of Exhibit A (Statement of Work)	100% adherence to County requirements	4%	5. User and/or Staff Complaints 6. Random Inspections 7. Random Samplings 8. Information from Contractor Reports	\$100 per day until rectified
The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	9. User and/or Staff Complaints 10. Random Inspections Random and/or Judgmental Samplings	Up to \$100 per occurrence
Personnel assigned to provide service under this Contract shall be fingerprinted prior to providing services pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	11. User and/or Staff Complaints 12. Random Inspections 13. Random and/or Judgmental Samplings	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract	100% adherence to County requirements	0%	14. User and/or Staff Complaints 15. Random Inspections 16. Random and/or Judgmental Samplings	Up to \$100 per occurrence
The Contractor shall reimburse the County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	17. User and/or Staff Complaints 18. Random Inspections 19. Random and/or Judgmental Samplings	Up to \$100 per occurrence
The Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	20. Random Inspections 21. Random Samplings 22. Information from the Contractor Reports	\$100 per day until rectified

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County’s Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

## SERVICE LEVEL AGREEMENT

### Lexipol, LLC

Exhibit X Service Level Agreement (SLA) is attached to and forms a part of Exhibit A (Statement of Work) (together with all attachments hereto, "Statement of Work" or "SOW") to that certain Agreement for Lexipol Solution (Solution) and Related Services, dated as of the Effective Date (together with all exhibits, attachments, and schedules thereto, all as amended from time to time, the "Agreement"), between the County of Los Angeles ("County") on behalf of its Probation Department ("Department"), and "Contractor". Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

This Exhibit X sets forth Contractor's Service Level commitments with respect to the Solution provided by Contractor under the Agreement.

### 1.0 SCOPE OF SERVICES

#### 1.1 Description

Contractor shall provide Maintenance and Support Services and Hosting Services in accordance with the requirements set forth in the body of the Agreement, the applicable tasks of the Statement of Work, and this Exhibit X.

#### 1.2 Definitions

- 1.2.1 As used herein, the term "Invoice Credit" shall be the discount to be applied to monthly service fees for Unscheduled Downtime as specified in Section 9.0 (Invoice Credits for Unachieved Service Levels).
- 1.2.2 As used herein, the terms "Incident Management System" and "IMS" shall mean Contractor's system for reporting, tracking and monitoring resolution of the Solution problems reported by County or identified by Contractor.
- 1.2.3 As used herein, the term "Remote Management Tools" shall mean a suite of automated tools used by the Contractor to monitor server(s) and Solution performance.
- 1.2.4 As used herein, the term "Scheduled Downtime" shall have the meaning set forth in Sub-Section 3.5 (Scheduled Downtime) below.
- 1.2.5 As used herein, the term "Severity Level" shall have the meaning set forth in Sub-Section 6.1 (Identification of Deficiencies).
- 1.2.6 As used herein, the term "Support Hours" shall mean twenty-four (24) hours per day, seven (7) days per week, 365/366 days per year.
- 1.2.7 As used herein, the term "Updates" shall mean all Revisions other than Versions.

1.2.8 As used herein, the term “Version Release” shall have the meaning set forth in the Agreement.

## **2.0 MAINTENANCE AND SUPPORT SERVICES**

**2.1** Contractor shall provide all work necessary to maintain the Solution such that it shall perform in accordance with the Solution Requirements. As part of Maintenance and Support Services, the Contractor shall:

2.1.1 Correct all Deficiencies in accordance with the terms of this Exhibit X.

2.1.2 Provide Updates and New Software Versions to the Solution.

2.1.3 Provide operational support for the Solution, including through a Help Desk.

2.1.4 Provide training, training materials and other implementation support for Updates and New Software Versions.

## **2.2 Updates**

2.2.1 Contractor shall provide Updates to the Solution (and related Documentation) to keep current with Contractor’s technology and industry standards to include applicable enhancements and as provided to Contractor’s general customer base.

2.2.2 Additionally, Contractor shall provide updates to the Solution to provide functionality to maintain compliance with applicable Federal, State and local laws, rules and regulations.

2.2.3 Contractor shall offer to County each update, concurrently with or promptly after an update is released to its general customer base.

2.2.4 Contractor shall notify County of all updates to the Solution prior to the anticipated installation date.

2.2.5 Installation of each update shall be subject to prior written approval of County Project Manager and shall be performed at a date and time mutually agreeable to both Contractor and County.

2.2.6 Contractor shall deliver the related Documentation for such Update upon installation of such Update.

2.2.7 Contractor’s installation of such Updates to the Solution and provision of training and training materials on such Updates shall be at no additional cost to County beyond the SaaS Fees.

## **2.3 Version Release and Support**

- 2.3.1 Contractor shall provide Versions to the Solution (and related Documentation).
- 2.3.2 Contractor shall assign a new and unique version name or number to the System should the Contractor determine that an Update, accumulation of Updates and/or major upgrade, enhancement, or modification to the System are significant enough as to necessitate that assignment.
- 2.3.3 Contractor shall offer to County each Version concurrently with or promptly after a Version is provided to its general customer base.
- 2.3.4 Contractor shall notify County of all Feature Update Versions to System at least 90 days prior to anticipated installation date.
- 2.3.5 Installation of each Version shall be subject to prior written approval of County Project Manager and shall be performed at a date and time mutually agreeable to both Contractor and County.
- 2.3.6 Contractor shall deliver the related Documentation for each Version upon installation of such Version.
- 2.3.7 Contractor shall support all Hosted Environments even if the Production Environment and other environments are not running on the same Versions.
- 2.3.8 Contractor's installation of Versions to the System and provision of training and training materials on Versions shall be at no additional cost to County beyond the SaaS Fees.

## **2.4 County Environment**

- 2.4.1 As part of Maintenance and Support Services, the Contractor shall provide ongoing maintenance of the System's Compatibility with the County Environment.
- 2.4.2 Prior to the installation of Updates and Versions to the System or installation of New Software:
  - 2.4.2.1 Contractor shall test the Compatibility in an acceptable Test Environment to validate and demonstrate the viability of the change/enhancement with all impacted County Environment components and New Software.
  - 2.4.2.2 Compatibility testing shall be performed before seeking authorization from the County's Project Manager to install updates and/or version releases.

2.4.3 Subject to County Project Manager's approval, Contractor may revise the minimum PC hardware, software and/or network configuration requirements then specified (or then deemed to be specified) in Deliverable D.2.8.b (Minimum System Requirements) to Exhibit A (Statement of Work) as required to ensure Compatibility with new Updates and Versions.

2.4.3.1 Such minimum hardware, software, and network configuration requirements shall be limited to those that are:

- a. Required to ensure Compatibility with the new Version Release; and
- b. Consistent with mainstream personal computer hardware and software
  - i. In the case of hardware, widely available from a variety of manufacturers no less than two (2) years prior to the date of recommendation and capable of running the then-current version of Microsoft Windows; and
  - ii. In the case of software, widely available no less than one (1) year prior to the date of recommendation, in each case, unless otherwise approved in writing by the County's Project Manager, such approval not to be unreasonably withheld.

2.4.3.2 Upon County Project Manager's written approval of the revised minimum hardware, software and/or network configuration requirements under this section, such revised minimum hardware, software and network configuration requirements shall be deemed to update the **Deliverable D.2.8b (Minimum System Requirements)** to Exhibit A (Statement of Work) for all purposes under the Agreement.

2.4.3.3 For the sake of clarity, County shall bear the cost of purchasing any minimum hardware, software and/or network configuration requirements required to ensure Compatibility with a new Version, as such minimum requirements are revised by Contractor in accordance with this section. However, Compatibility issues between the System and County Environment shall be subject to the provisions of Section 6.0 (Problem Resolution).

## 2.5 Licensed Software Support

2.5.1 Contractor shall provide operational support for the Solution in all Hosted Environments during the Support Hours, including, without limitation through Contractor's Help Desk or IMS.

2.5.2 Such operational support shall include troubleshooting and provision of all goods or services necessary to correct any problems and to remedy

Deficiencies in such a way that the Solution shall operate in accordance with Specifications and otherwise with the Agreement, including functional requirements and performance requirements.

2.5.3 Without limiting Contractor's obligations to respond to and remedy Deficiencies, Contractor shall provide a live response (i.e. not automated) to each telephone and email message left at Contractor's Help Desk or IMS

2.5.3.1 Within 1 hour during the hours of 7:00 AM to 7:00 PM Pacific Standard Time (PST) on business days.

2.5.3.2 By 8:00 AM on Mondays when the request for service is received between Friday at 6:00 PM and Monday at 6:00 AM PST.

2.5.3.3 Within 3 hours during all other hours.

## **2.6 Ongoing Training**

Should County request additional onsite training beyond the scope set out in Exhibit A (Statement of Work), the parties shall handle such request in accordance with the Agreement.

## **2.7 Location of Services**

The Contractor shall provide Maintenance and Support Services for the Solution from the Contractor's business premises, as necessary to fulfill its obligations under the Agreement.

# **3 HOSTING SERVICES**

3.1 Contractor shall provide and maintain the Hosted Environments and shall provide all other goods and services necessary to host the Solution such that it shall perform in accordance with the Specifications and otherwise with the Agreement (as further defined in the Agreement, collectively, "Hosting Services").

3.2 There shall be a primary secured hosting location within the United States. Other hosting locations can be used for redundancy if part of a Disaster Recovery Plan or Business Continuity Plan, provided that such other hosting locations shall also be within the United States. No more than one Contractor/Subcontractor shall be responsible for hosting separate parts of the System or any data associated with the System.

## **3.3 Hardware Maintenance**

3.3.1 Contractor shall upgrade or replace any Hosted Environment or any of its components as may be required to:

3.3.1.1 Comply with the Solution Performance Warranties set forth in Section 8.0 below; and

- 3.3.1.2 If necessary, to support an Update or Version to the Solution by (including but not limited to):
- i. Re- racking or otherwise reconfiguring the Hosted Environment component;
  - ii. Upgrading the Hosted Environment component, as necessary; and/or
  - iii. Doing whatever else is necessary to comply with Contractor's Maintenance and Support Services obligations, including warranties, set forth herein at no additional cost to County beyond the Hosting Fees.

### 3.4 Performance

3.4.1 The County from time to time may request that the Contractor evaluate and report the Solution performance related to Solution Performance Warranties set forth in Section 8.0 of this Exhibit X.

3.4.1.1 The Contractor shall so evaluate and report on the performance of the System in accordance with a monitoring plan mutually agreed upon between the County's Project Manager and the Contractor's Project Manager upon the County's request.

3.4.1.2 The Contractor shall provide County with access to reports on Solution performance. Any identified Deficiencies impacting the performance or operational integrity of the Solution or Hosted Environment will be logged within the Contractor's Incident Management System IMS as well as all necessary corrective action taken to correct open performance problems in accordance with the applicable time frames required by this Exhibit X.

3.4.1.3 The Successful implementation of the Solution requires that the Users experience the software application as responsive, moving from screen to screen and responding to user input without noticeable lag for routine functions, including but not limited to, retrieving records by a unique identifier, entering data, and navigating from field to field or from screen to screen. In the event that users experience Solution performance problems that materially impact the ability of the users to perform Solution functions, the performance problem shall be characterized as a Deficiency and assigned a Severity Level as defined in Table 1.0.

### 3.5 Scheduled Downtime

For the purpose of this Exhibit X, "Scheduled Downtime" shall mean the period of time that the Solution or any component thereof cannot be accessed due to scheduled

maintenance including, but not limited to, preventive maintenance, updates, upgrades, scheduled reboots and restarts.

3.5.1 The Contractor shall work with the County to determine a mutually agreeable time for Scheduled Downtime.

### **3.6 Solution Backup and Disaster Recovery**

3.6.1 Contractor shall maintain and keep current the Disaster Recovery and Business Continuity Plans approved by County under the Statement of Work.

3.6.2 Contractor shall provide disaster recovery services in accordance with such Disaster Recovery Plan that ensures compliance with this Exhibit X and the Specifications. Systems that have been recovered or restored after a crash or disaster must undergo a System Security Test as described in Exhibit A (SOW). Disaster tests are to be performed minimally once a year, or as requested by County and agreed to by Contractor, but not to exceed twice a year.

## **4.0 CHANGE MANAGEMENT**

4.1 Contractor shall follow the change management process approved by County under Exhibit A (SOW) to manage all changes to the System and Hosted Environment.

4.2 All changes related to Hosted Environment require prior County Project Manager approval and Documentation by Contractor.

4.3 Changes to the System that are Updates and Versions shall be handled in accordance with this Exhibit X.

4.4 All other changes to the System (e.g., Customizations, Enhancements, New Software, etc.) shall be handled in accordance with the Agreement.

## **5.0 SECURITY MONITORING AND REPORTING**

In addition to the other monitoring and reporting requirements of the Agreement, the Contractor shall test, monitor, and report on Solution security as specified in Exhibit Z (Information Security and Privacy Requirements).

## **6.0 PROBLEM RESOLUTION**

### **6.1 Identification of Deficiencies**

6.1.1 Deficiencies, as detailed in Table 1.0 and Table 2.0 of Section 6.2 (Severity Level Deficiency Definitions), may be identified either as a result of Contractor's use of its Remote Management Tool or as discovered by County or Contractor.

6.1.2 Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Help Desk or otherwise during Support Hours via telephone or as

otherwise directed in writing by Contractor for resolution in accordance with this Exhibit X.

- 6.1.3 If a Deficiency of Severity Level 1 or 2 is identified by Contractor, Contractor shall notify County at first available opportunity between 7:00 AM and 5:00 PM Pacific Time during County’s business day.
- 6.1.4 The Severity Level of a Deficiency will be assigned by the County as specified in Table 1.0 and Table 2.0 of Section 6.2 (Severity Level Deficiency Definitions) below (each a "Severity Level").
- 6.1.5 Based on Contractor’s proposed solution to correct the Deficiency and/or workaround(s) for the Deficiency, County may, in its sole discretion, escalate or downgrade the Severity Level of the Deficiency pursuant to Section 6.3 (Resolution of Deficiencies) below.
- 6.1.6 Contractor shall develop a monthly Support Services report for Solution that will document and track the resolution of all reported Deficiencies and service requests related to the Solution. The report shall be delivered to County via e-mail.

**6.2 Severity Level Deficiency Definitions**

County (through its authorized staff identified under 6.3.1 (Resolution Process) below) shall assign one of the Severity Levels described below to each Deficiency. Contractor shall resolve such Deficiencies within the timeframes as follows:

Table 1.0	
Description of Deficiency	Resolution Time Requirement (subject to escalation by COUNTY)
Widespread Solution unavailability; or Production Environment of the Solution is down; or Testing Environment cannot be used on any workstation; or the Production Environment cannot be used or disrupts functionality to the extent the Solution cannot be used.	<b>SEVERITY LEVEL 1: CRITICAL</b> One (1) hour, beginning when County reports the Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first.

<p>A problem that severely degrades the performance of the Production Environment or materially restricts business; or restricts the use of one or more features of the Solution that are required to perform necessary business functions but does not completely restrict usage of the Production Environment; or ability to use the Production Environment, but an important function is not available and operations are severely impacted.</p>	<p><b>SEVERITY LEVEL 2: SEVERE</b> Four (4) hours, beginning when County reports the Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first.</p>
<p>A problem that causes only a minor impact on the use of the Solution (e.g., report generation issues, issues with any non-Production Environment other than as specified above), but the problem can be easily circumvented; or the problem can cause some functional restrictions but does not have a critical or severe impact on operations.</p>	<p><b>SEVERITY LEVEL 3: MINOR</b> Five (5) calendar days beginning when County reports Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first.</p>
<p>Cosmetic defects that do not affect the functionality but affect the general look and feel of the Solution.</p>	<p><b>SEVERITY LEVEL 4: COSMETIC</b> Earlier of (a) the next Version or (b) within six (6) months of when County reports Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first.</p>

**6.3 Resolution of Deficiencies**

6.3.1 Resolution Process

The following shall be the process for tracking and/or resolving the Deficiencies:

- 6.3.1.1 Contractor shall have an industry-recognized Incident Management Solution for Deficiency reporting and tracking.
- 6.3.1.2 County Project Director or his/her designee will identify County staff authorized to access and initiate incident reports/service requests. County will notify Contractor in writing of all such authorized personnel.
- 6.3.1.3 The Severity Level of the Deficiency shall be assigned by County. The identification and Severity Level assignment of Deficiencies shall be subject to the provisions of Section 6.2 (Severity Level Deficiency Definitions) above.

- 6.3.1.4 Contractor shall develop a workaround or a fix, if applicable, and maintain a sustained level of effort until such workaround or fix is available.
- 6.3.1.5 Contractor's Help Desk will address each reported or identified incident in accordance with this Exhibit X.
- 6.3.1.6 Systems patched for a security problem or mitigated with a workaround must be tested for effectiveness of the implemented system and the results of such tests shall be provided to County.

The Contractor shall either resolve or escalate a Deficiency reported by the County in accordance with this Exhibit X.

- 6.3.2.1 County or Contractor may escalate a Deficiency's Severity Level as necessary for resolution.
- 6.3.2.2 Contractor shall assist County with all aspects of Maintenance and Support Services and Deficiency resolution and escalation, as required by County.
- 6.3.2.3 County may engage the support of Contractor at any time and for any aspects of the Solution.
- 6.3.2.4 If any Deficiency is not resolved within the applicable resolution time set forth in Section 6.2 (Severity Level Deficiency Definitions), in addition to other remedies available to County under this Exhibit X, County shall have the right to escalate the problem to the next more severe Severity Level as set forth in this Exhibit X.
- 6.3.3.1 Contractor shall resolve each Deficiency reported hereunder in accordance with the applicable resolution time specified in Section 6.2 (Severity Level Deficiency Definitions).
- 6.3.3.2 The time for resolving each Deficiency shall start tolling when County notifies Contractor of such Deficiency by telephone or otherwise, including Contractor IMS, or upon discovery of Deficiency by Contractor, whichever occurs first.
- 6.3.3.3 The time recorded that the Contractor takes to resolve an issue shall end when Contractor submits a report certifying that the Deficiency has been resolved and the County Project Director approves such resolution.
- 6.3.3.4 If the resolution is approved by the County Project Director, the time of resolution shall revert to the time the report certifying resolution was submitted.

- 6.3.3.5 If the resolution is not approved the time taken to resolve a Deficiency will continue to accumulate.
  - 6.3.3.6 Contractor acknowledges that, as part of corrective measures to resolve a Deficiency, Contractor may be required to repair, replace or reinstall all or any part of Solution, provide other material or update the Solution, including but not limited to the Hosted Environment, to remedy such Deficiency.
  - 6.3.3.7 Contractor shall assign a Contractor technical support team member to diagnose and determine the course of action to resolve Deficiencies.
  - 6.3.3.8 Contractor shall maintain ongoing communication with County regarding the status of correction of all Deficiencies reported or discovered.
  - 6.3.3.9 County may contact Contractor personnel to inquire about the status of resolution of any Deficiency.
  - 6.3.3.10 County will have appropriate resources available throughout the duration of each Deficiency to provide reasonable cooperation and assistance to Contractor.
- 6.3.4 Contractor shall deliver to the County Project Manager a monthly Support Services Report for the Solution that will document and track the resolution of all support requests and reported Deficiencies.

## **7.0 GENERAL WARRANTIES**

General Warranties the Contractor represents, warrants, covenants, and agrees that throughout the term of this Agreement:

- 7.1 The Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements applicable to professional software design meeting industry standards).
- 7.2 All the Solution components shall interface and be compatible with each other; and the Solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
- 7.3 All the Solution components shall be compatible with the specified hardware and Operating Software.
- 7.4 Unless specified otherwise herein, the Solution shall be free from all material Deficiencies.

- 7.5 The Solution Support Services and Hosting Services service levels shall not degrade during the term of the Agreement.
- 7.6 The System shall be fully Compatible with the rest of the System components and any enhancements or upgrades shall be backward compatible with the County's standard browser(s) and operating software version(s) operated on the County workstations.

## **8.0 ADDITIONAL SYSTEM WARRANTIES**

Once Hosting Services commence as set forth in the PCD, Contractor represents, warrants, covenants, and agrees that for so long as Contractor is obligated to provide Maintenance and Support Services and Hosting Services in accordance with the terms hereof and in the Agreement, the System shall meet each of the System performance requirements (hereinafter collectively referred to as "System Performance Warranty") specified below:

### **8.1 System Availability Warranty**

The System will be available 99.9% of the time, exclusive of Scheduled Downtime or any other downtime to the extent not otherwise specifically attributable to a Deficiency, during any given calendar month (hereinafter "System Availability Warranty," "System Availability Requirements," or "Uptime Warranty"). This does not relieve Contractor from its obligations as specified in Section 3.6 (System Backup and Disaster Recovery) of this Exhibit X. Failure by Contractor to meet its obligations as specified under Section 3.6 of this Exhibit X shall also be considered unscheduled downtime against which System availability will be measured

### **8.2 System Response Time Warranty**

8.2.1 Successful implementation of System requires that the Users experience the software application as responsive, moving from screen to screen and responding to user input without noticeable lag for routine functions, including but not limited to, retrieving records by a unique identifier, entering data, and navigating from field to field or from screen to screen. Contractor is responsible to meet System Response Time Specifications as detailed below in Table 3.0.

"System Response Time" shall be defined as the elapsed time to complete the specified User interaction measured from the time the User submits input through a key press, mouse click, or other User interface interaction, to the time the screen is updated, and control returns to the User.

8.3 Contractor will not be held responsible for System Response Time issues to the extent resulting from:

8.3.1 Performance Deficiencies (excluding Compatibility issues) in the County Environment.

8.3.2 County exceeds the maximum number of Concurrent Users than licensed.

In the event that the System does not satisfy the System Response Time Warranty, Contractor shall begin system diagnostics after receiving notice of System Performance Warranty issues. County shall assign a Severity Level to each System Performance Warranty issue as described in this Exhibit X.

The following user interactions carry a System Response Time Warranty as provided in Table 3.0 below:

<b>Table 3.0</b>			
<b>User Interaction</b>	<b>Examples</b>	<b>Reference Time</b>	<b>Warranty</b>
Menu Navigation	Navigating from a workflow page to a previous page (back button), invoking/switching menus	One (1) Second	100% of Interactions
Page Navigation	Tabbing between fields, keying data values, invoking drop-down combo boxes (pick lists), switching tabs, switching between open windows, expanding/collapsing visible regions	One (1) Second	100% of Interactions
Searching	Searching for existing records	Five (5) Seconds	90% of Interactions
		Ten (10) Seconds	100% of Interactions
Database Operations	Save, Update, Delete	Five (5) Seconds	90% of Interactions
		Ten (10) Seconds	100% of Interactions
Reports	Out of the Box Reports, Custom System Reports	Thirty (30) Seconds	100% of Interactions
System Login		Five (5) Seconds	100% of Interactions

**8.4 Additional System Warranties**

8.4.1 Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement.

8.4.2 Unless specified otherwise herein, the System shall be free from any and all material Deficiencies.

- 8.4.3 The Support Services and Hosting Services service levels shall not degrade during the term of the Agreement.
- 8.4.4 The System shall be fully Compatible with the rest of the System components and any enhancements or upgrades shall be backward compatible with the County’s standard browser(s) and operating software version(s) operated on County workstations.

**9.0 INVOICE CREDITS FOR UNACHIEVED SERVICE LEVELS**

Invoice Credits are calculated based on accumulated hours of unachieved Service Levels, as provided in Table 4.0 below.

<b>Table 4.0</b>	
<b>SERVICE LEVEL REQUIREMENTS</b>	<b>TIME ACCUMULATION BEGINS</b>
Solution Response Time Warranty	Follows Time Accumulation of the Deficiency Severity Level it is assigned.
Severity Level 1	Immediately after County notifies Contractor through the Help Desk or otherwise of the existence of Deficiency or upon discovery of Deficiency by Contractor, whichever comes first.
Severity Level 2	Four (4) hours after County notifies Contractor through the Help Desk or otherwise of the existence of Deficiency or upon discovery of Deficiency by Contractor, whichever comes first.
Severity Level 3	Five (5) calendar days after County notifies Contractor through the Help Desk or otherwise of the existence of Deficiency or upon discovery of Deficiency by Contractor, whichever comes first.
Severity Level 4	Six (6) months after County notifies Contractor through the Help Desk or otherwise of the existence of Deficiency or upon discovery of Deficiency by Contractor, whichever comes first.

- 9.1 In the event that Contractor is unable to meet service level requirements defined within Exhibit X, the County may discount the applicable monthly Maintenance/Hosting Fees and License Fees based on Table 5.0 below.
- 9.2 All individual incidences of failure to meet Service Level Requirements are added together to obtain a monthly count of accumulated hours of unachieved Service Levels.

9.3 Should it be necessary for the County to apply Invoice Credits in consecutive calendar months, the Invoice Credit percentage shall be multiplied by the number of consecutive calendar months for which the Invoice Credits are applicable.

9.3.1 For example: If Invoice Credit percentage is 10% for the month of January 2021 and 15% for the month of February 2021, then the Invoice Credit for the month of February will be  $(2 \times 15\%) = 30\%$ .

<b>Table 5.0</b>	
<b>ACCUMULATED HOURS OF UNACHIEVED SERVICE LEVELS</b>	<b>INVOICE CREDIT PERCENTAGE</b>
One (1) hour	None
For every additional hour or portion thereof	5% (Not exceeding 100%)

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit Y (Information Security and Privacy Requirements (together with all addenda attached hereto, the "Exhibit") is attached to and forms a part of that certain Agreement for the Knowledge Management Solution that shall include legally defensible, up-to-date policies which are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. The Agreement between the County of Los Angeles ("County") on behalf of its Probation Department ("Department"), and Lexipol ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

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

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

## 1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

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

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
  - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
  - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
  - Protect against accidental loss or destruction of, or damage to, County Information; and
  - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

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

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

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

### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

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

## 5. SHARING COUNTY INFORMATION AND DATA

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

## 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for

conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through

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

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

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

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

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

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all

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

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

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

The Contractor shall store any County data in a secure government cloud environment in the USA as applicable. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction

is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## 11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

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

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

## **13. ACCESS CONTROL**

- 14.** Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief

Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;

- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## 15. SECURITY AND PRIVACY INCIDENTS

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

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

### County Chief Information Security Officer and Chief Privacy Officer email

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

#### Chief Information Security Officer:

Ralph Johnson

Chief Information Security Officer 320 W Temple, 7th Floor

Los Angeles, CA 90012 (213) 253-5600

#### Chief Privacy Officer:

Lillian Russell

Chief Privacy Officer 320 W Temple, 7th Floor Los Angeles, CA 90012 (213) 351-5363

#### Departmental Information Security Officer:

Name: Zaven Buickians

Departmental Information Security Officer Address: 9150 E. Imperial HWY

City, State Zip : Downey, CA 90242

Telephone Email address: Zaven.Buickians@probation.lacounty.gov

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident,and

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

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

## **16. NON-EXCLUSIVE EQUITABLE REMEDY**

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

## **17. AUDIT AND INSPECTION**

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures,

including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

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

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

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

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

## 18. INTENTIONALLY OMITTED

## 19. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

### ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

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

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

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

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

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

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

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

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Data Center Audit and Certification:** The Contractor agrees to conduct a SOC 2, Type 2 audit of its internal controls for security, Availability, processing Integrity, Confidentiality, and privacy annually. The Contractor shall have a process for correcting control deficiencies that have been identified in the SOC 3 audit, including follow up documentation providing evidence of such corrections. The results of the SOC 3 audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (30) Days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current SOC 3 audit certification upon request.

- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

## ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

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

Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

<b>DELIVERABLES ACCEPTANCE FORM</b>		<b>TRANSMITTAL DATE</b>
(Contractor Name and Address)		<b>AGREEMENT NAME</b> Policy & Procedure Management Solution
		<b>COUNTY CONTRACT NUMBER</b>
<b>FROM:</b> <i>Contractor Project Director</i>  Name: _____  _____ (Signature Required)	<b>TO:</b> <i>County Project Director</i>  Name: _____  Cc: _____ County's Project Manager	
Contractor hereby certifies to County that as of the date of this Deliverables Acceptance Form, it has satisfied all conditions precedent in the above Agreement (including the Exhibits and Attachments thereto and any executed Change Orders or Amendments) to the completion of the Work described below, including satisfaction of all completion criteria applicable to such Work (including obtaining County's approval of any other Work which is a prerequisite to obtaining County's approval of the Work described below). Contractor further represents and warrants that the Work described below has been completed in accordance with the Agreement, including the Exhibits and Attachments thereto and any executed Change Orders and Amendments. County's approval and signature constitutes an acceptance of the Work described below. Capitalized terms used in this Deliverables Acceptance Form without definition have the meanings given to such terms in the Agreement.		
<b>TASK DESCRIPTION</b>	<b>DELIVERABLE DESCRIPTION</b>	<b>OTHER WORK DESCRIPTION</b>
<b>Comments:</b>   Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including the Exhibits and Attachments thereto, and any executed Change Orders and Amendments, and including any additional documentation reasonably requested by County.		
COUNTY <input type="checkbox"/> APPROVAL OR <input type="checkbox"/> DISAPPROVAL IF DISAPPROVAL, CORRECTIVE ACTION REQUIRED: _____  _____  NAME: _____ TITLE: County Project Director  SIGNATURE: _____  DATE: _____		

1. Functional Requirements

• 1.1 General	
FR-1	Contractor shall provide a web-based application (Solution) to manage Los Angeles County Probation Department (Probation) policies, procedures, and similar Departmental communications.
FR-2	Solution shall provide a repository to house and manage Probation policy manuals.
FR-3	Solution shall be easily accessible using a PC, smartphone, or tablet.
FR-4	Solution shall deliver the same functionality whether the Solution is accessed with mobile devices or PCs/laptops.
FR-5	Solution shall employ the use of supervisor-staff and manager-supervisor relationships to support a supervisor's/manager's ability to view system usage of personnel assigned under their supervision.
FR-6	Solution shall provide training materials to include user manuals and instructions to successfully navigate the Solution via a desktop/laptop and via a mobile device.
FR-7	Solution shall provide the ability to search for Probation policies, procedures, bulletins, and training materials using keywords and phrases.

• 1.2 Policy Management	
FR-8	Solution shall provide the ability to upload documents to include policies, procedures, bulletins, and similar Probation documents.
FR-9	Solution shall provide the ability to archive documents.
FR-10	Solution shall limit access to archived documents to designated personnel.
FR-11	Solution shall provide the ability to edit documents that have been uploaded.
FR-12	Solution shall provide the ability to label Probation documents as drafts.
FR-13	Solution shall provide the ability to label Probation documents as final.
FR-14	Solution shall provide the ability to publish final versions of Probation documents.

FR-15	Solution shall provide the ability to disseminate a document or a link to a document to Probation personnel.
FR-16	Solution shall provide the ability to provide instructions to Probation personnel about actions required pertaining to published documents/policies.
FR-17	Solution shall provide the ability to prominently display new Probation documents to users when they access the Solution.
FR-18	Solution shall provide the ability to label documents that have been reviewed by Lexipol personnel.
FR-19	Solution shall provide the ability to capture the date of Lexipol’s review and the person(s) that completed that review.

<ul style="list-style-type: none"> <li>1.3 Policy and Training Administration</li> </ul>	
FR-20	Solution shall provide users the ability to review Probation documents and developed Daily Training Bulletins (DTB).
FR-21	Solution shall record date, time, and user information when Probation documents are reviewed.
FR-22	Solution shall provide users the ability to acknowledge when they have reviewed Probation documents.
FR-23	Solution shall record date, time, and user information when Users acknowledge their review of Probation documents.
FR-24	Solution shall provide the ability to post training materials to include documents, manuals, and DTBs.
FR-25	Solution shall provide the ability to view uploaded training materials including documents and DTBs.
FR-26	Solution shall record date, time, and User information when a User has completed assigned training.
FR-27	Solution shall provide users the ability to acknowledge when they have completed training.
FR-28	Solution shall provide designated Users the ability to view information about when a user has completed a review of Probation documents.

FR-29	Solution shall provide designated Users the ability to view information about when a User has completed assigned training.
FR-30	Solution shall provide designated Users the ability to apply deadlines to the review of documents and/or the completion of training.
FR-31	Solution shall provide designated users the ability to view when a user has not completed review of Probation documents.
FR-32	Solution shall provide designated users the ability to view when a user has not completed assigned training.
FR-33	Solution shall provide the ability to send a User a reminder about documents they have not reviewed and acknowledged by the established deadline.
FR-34	Solution shall provide the ability to send a User a reminder about training they have not completed by the established deadline.
FR-35	Solution shall provide the ability to send supervisors and managers notifications about users that have not completed a review of Probation documents or have not completed assigned training by established deadlines.
FR-36	Solution shall record the following data regarding completion of Daily Training Bulletins: <ul style="list-style-type: none"> <li>• Successful completions</li> <li>• The number of unsuccessful attempts to complete</li> <li>• The number of successful completions during first attempt</li> </ul>

• 1.4 Reporting	
• FR-37	Solution shall provide the ability to create a report of users that have completed a review of select Probation documents for a select period.
• FR-38	Solution shall provide the ability to create a report of users that have not completed a review of select Probation documents for a select period.
• FR-39	Solution shall provide the ability to create a report of users that have acknowledged the review of select Probation documents for a select period.
• FR-40	Solution shall provide the ability to create a report of users that have not acknowledged the review of select Probation documents for a select period.
• FR-41	Solution shall provide the ability to create a report of users that have completed assigned training for a select period.

• FR-42	Solution shall provide the ability to create a report of users that have not completed assigned training for a select period.
• FR-43	Solution shall provide the ability to create a report of policies that were deemed as reviewed by Lexipol personnel during a select period.
• FR-44	Solution shall provide ability to create a report of any newly published policies for a select period.
• FR-45	Solution shall create a report of newly enacted legislation related to Probation operations for a specified period.
• FR-46	Solution shall provide the ability to create a report of policies that require updating based on established criteria. (e.g., Policies that have not been updated in 3 years)
• FR-47	Solution shall provide the ability to create a report detailing successful completion of DTBs and/or attempts to complete those DTBs.

2. Technical Requirements

• 2.1 Technical Requirements	
TR-1	Solution shall provide secured access by delegating authentication and authorization to the County’s Azure Active Directory (Azure AD). County uses two-factor authentication.
TR-2	Solution roles shall be mapped to the appropriate Probation User roles (such as Deputy Probation Officer and Supervising Deputy Probation Officer), as determined through requirements gathering meetings, as specified in Exhibit A (Statement of Work) Subtask 2.5.2.2.2 (User Setup and Security). The Solution shall use the Department’s personnel hierarchy structure to allow supervisors/managers the ability to view information related to a user that reports to him/her.
TR-3	Solution shall provide a secure web-based User interface for User to access the Solution.
TR-4	8 Solution shall provide a fully managed solution hosted on the Azure Government Cloud. All data center(s) and backup/replication regions shall reside in the United States.
TR-5	9 Solution shall provide a device agnostic solution, with respect to devices used for data entry and display, including Windows PCs, MacOS PCs, iOS tablets, and Android tablets.

TR-6	Solution shall provide a browser agnostic solution, including Internet Explorer, Edge, Chrome, Safari, and other web browsers.
TR-7	The Solution database shall be dedicated to County's data and processes and not shared.
TR-8	Solution shall not display the password as clear text (password masking).
TR-9	10 System shall allow County System Administrators to view in real-time a list of Users that are logged on.
TR-10	11 System shall allow the addition of customized messages to the logon screen.
TR-11	12 System shall not allow more than one active session per sign-on identification.
TR-12	Solution shall encrypt sensitive data transmitted between clients and servers using the latest, stable, and National Institute of Standards and Technology (NIST) recommended version of Transport Layer Security (TLS).
TR-13	Solution shall restrict Users from directly accessing the database.
TR-14	13 System shall provide administrative ability to block Users' access during pre-defined off-hours in order to facilitate planned system maintenance.
TR-15	Solution shall encrypt cookies with sensitive data (e.g., authentication cookies).
TR-16	Solution shall provide the ability to restrict access based on User account privileges.
TR-17	Solution shall allow restriction of rights, privileges, or access at the User and group level.
TR-18	Solution shall allow for the restriction of rights, privileges, or access of processes to the minimum required for authorized tasks.
TR-19	Solution shall allow administrators to manage restrictions or privileges associated with Users, groups and processes including:
a	Define levels of access;
b	Assign levels of access;
c	Modify a level of access;
d	Remove a level of access;
e	View access levels, privileges, and memberships.
TR-20	Solution shall allow revocation of the access privileges of a User without requiring the deletion of the User.

TR-21	Solution shall allow association of permissions with a User with the following access controls:
a	User-based (i.e., access rights assigned to each User);
b	Role-based (i.e., Users are grouped, and access rights assigned to these groups);
TR-22	Solution shall allow the assignment of all of the following rights to Users:
a	Full;
b	Read;
c	Write;
d	Modify;
e	Delete.
TR-23	14 System shall allow County to define custom security roles/access.
TR-24	Solution shall not rely exclusively on client-side validation. The Solution must protect against malicious User input via server-side validation.
TR-25	Solution shall validate data for type, length, format, and range. Solution shall maintain consistent data validation across the solution.
TR-26	Solution shall validate and sanitize all input parameters (including form fields, query strings, cookies, and HTTP headers).
TR-27	Solution shall not pass sensitive data in query strings or form fields.
TR-28	Solution shall not rely on HTTP header information for security decisions.
TR-29	Solution shall apply HTML encoding to strings before accepting or displaying them, so that the strings do not include any executable elements.
TR-30	Solution shall use least-privileged accounts.
TR-31	Solution shall authenticate the User before any access is allowed to protected resources.
TR-32	Solution shall provide measures to prevent, detect, and log unauthorized attempts to access the solution.
TR-33	Solution shall prohibit direct access to database tables on all Hosted Environments except for the reporting environment. Solution shall restrict database access to the reporting environment to authorized accounts only.

TR-34	Solution shall identify all account IDs that are used by the solution and the resources accessed by each account.
TR-35	Solution shall require Azure Active Directory authentication for administration User interface.
TR-36	Solution shall secure remote administration channels (e.g., TLS).
TR-37	Solution shall secure configuration stores (e.g., web.config, httpd.conf) from unauthorized access and tampering.
TR-38	Solution shall not hold configuration credentials and authentication tokens in plain text in configuration files (e.g., ssh client config file with remote login ID and password.)
TR-39	Solution shall require User accounts and service accounts used for configuration management to have only the minimum privileges required for the task.
TR-40	Solution shall log all actions, including last login time and source location, in a non-refutable immutable way.
TR-41	Solution shall have measures to detect and protect against unintentional and unauthorized changes to information. Example includes enabling audit logs.
TR-42	Solution shall not store sensitive data and secrets (e.g., password challenge phrases, credential and authentication tokens) hardcoded in programming code.
TR-43	Solution shall encrypt stored secrets, database keys, connections, and passwords. They must not be stored in plain text.
TR-44	Solution shall encrypt application logs that contain sensitive data.
TR-45	Solution shall provide database/file encryption for protection of sensitive data at rest.
TR-46	15 Solution shall provide measures to prevent, detect, log and alert County administrators of unauthorized attempts, successful and unsuccessful, to access County Data. Solution shall log authorized access to County Data and detect and alert County administrators of unusual or suspicious access/download/printing activity (e.g., unusually large and/or frequent exports or reporting) involving County Data by any User.
TR-47	Solution shall protect session state from unauthorized access.
TR-48	Solution shall not pass session identifiers in query strings.
TR-49	Solution must remove temporary objects on session termination; memory must be released.
TR-50	16 Solution must automatically timeout a session if it is idle for a pre-specified and configurable duration.

TR-51	17 System must warn the User before the timeout and prompt the User to re-authenticate within a specified period of time.
TR-52	Solution shall use a Federal Information Processing Standards Publication (FIPS) 140-3 compliant encryption solution and at minimum use industry standard cryptography available for the platform (e.g., Advance Encryption Standard (AES) 256).
TR-53	Solution shall securely deliver information over the internet using encryption (e.g., Advance Encryption Standard (AES-256) or equivalent).
TR-54	Solution shall use the latest stable and National Institute of Standards and Technology (NIST) recommended version of TLS to deliver data over the internet.
TR-55	Solution shall use a cryptographic algorithm with a key size equal to or greater than AES-256 for data encryption.
TR-56	Solution shall secure encryption keys.
TR-57	Solution shall define key management procedures to secure and manage the encryption keys.
TR-58	18 System shall provide system generated reports verifying the used encryption algorithm, key size and encrypted mediums that host or process County data.
TR-59	Solution shall provide exception handling to minimize information disclosure in case of an exception.
TR-60	Solution shall return generic error messages to the client, to avoid disclosure of sensitive information (e.g., database error, application error).
TR-61	Solution shall log Solution errors.
TR-62	Solution shall encrypt and protect sensitive and confidential data such as Personally Identifiable Information (PII).
TR-63	Solution shall send security alerts in response to security events. The criteria for determining the security events that are to be delivered shall be configurable.
TR-64	19 System shall allow the County to configure the mechanism (e.g., email, short message service (SMS)) and recipients for delivering the security alerts.
TR-65	Solution shall include auditing and logging of events, to include, at a minimum:
a	Authenticated access;
b	Configuration changes;
c	Privileged access such as use of administrative rights and change of rights and privileges.

TR-66	Solution shall include the following logged parameters:
a	User or Solution account ID;
b	Date/time stamp;
c	Event source;
d	IP address;
e	Error/event code and type;
f	Type of transaction;
g	User device or peripheral device involved in transactions;
h	Outcome (success or failure) of the event.
TR-67	20 System shall generate an audit record for all activity of each User (i.e., a trail of all User activity within the solution).
TR-68	Solution shall generate an audit record for activity associated with a transaction, from creation to completion, including logging of data additions, changes, and deletions.
TR-69	Solution shall provide a mechanism to view the audit trail of all transactions, including, but not limited to, User's login ID, date and time stamp.
TR-70	Solution shall provide a mechanism to select transactions and Solution functions to be logged.
TR-71	Solution shall provide a mechanism to select data elements to be logged.
TR-72	Solution shall track the before and after record of modified data elements.
TR-73	Solution shall restrict Solution administrator from changing log activity.
TR-74	Solution shall secure audit records in the following ways:
a	Allows read access to authorized Users only;
b	Protects stored audit records from unauthorized deletion;
c	Prevents modifications to the audit records.
TR-75	21 Solution shall log and track all changes to the Solution Hosted Environment. Change control reports shall be available for review.
TR-76	Solution shall backup Solution log files.

TR-77	22 The County must have the ability to review all vulnerability assessment/audit reports.
TR-78	Solution shall provide access to Configuration, User accounts, roles and privileges to authorized administrators only.
TR-79	Solution shall implement Network Intrusion Prevention System (NIPS) or Network Intrusion Detection System (NIDS) for the internal network.
TR-80	Solution shall implement Host Intrusion Prevention System (HIPS) on the servers.
TR-81	Communications between Contractor-hosted and County-hosted systems shall be configured and secured in accordance with the Lexipol Solution Network Diagram attached as Attachment A.1.1 to this Exhibit A.1 or as otherwise agreed to by Contractor and County.
TR-82	Solution shall provide an alerting system for the Hosted Environment to notify appropriate personnel and report unauthorized transmission of sensitive data out of the Hosted Environment.
TR-83	Antimalware Endpoint Protection software (antivirus/antispysware) shall be installed on all Solution platforms.
TR-84	All Solution software installed on servers, workstations and other devices must be authorized, licensed, and documented.
TR-85	Solution web server(s) that support the internet facing component of the Solution shall:
a	Be located in a 'Demilitarized Zone' (DMZ) - an area that is isolated from the internet and other internal networks by firewalls;
b	Run on dedicated virtual servers;
c	Run with 'least privileges';
d	Prevent initiating network connections to the internet;
e	Be configured so that scripts can only be run from the specified file locations.
f	Be protected by a web application firewall (WAF).
TR-86	Solution connections between web servers and back office systems shall:
a	Be protected by firewalls that only allow required ports and services required by the Solution;
b	Restrict to code generated by web server applications, rather than by client applications;
c	Be based on documented and standardized application programming interfaces (APIs);

d	Support mutual authentication.
TR-87	Solution web servers shall check for and deny expired, revoked or improperly signed digital certificates.
TR-88	Background checks shall be required for all Contractor Information Technology staff to include subcontractors.
TR-89	Solution application vulnerability scans shall be part of the risk assessment program.
TR-90	Solution vulnerability scans shall be conducted periodically for: (a) application; (b) servers; (c) network; and (d) endpoints that store or process County Data. The vulnerability scans shall include both static application security testing (source code vulnerability assessment) and dynamic application security testing (vulnerability assessment of the application in a running state).
TR-98	Solution penetration testing shall be conducted periodically against Solution application as needed
TR-99	Solution penetration testing shall be conducted periodically against Solution infrastructure.
TR-100	Contractor shall describe protocols in the event of a security breach that will be used to mitigate further losses.
TR-101	County Data shall be available for Production Use at the backup sites (Backup Central Site) in the event of a disaster.
TR-102	The Business Continuity/Disaster Recovery Plan shall be fully tested semi-annually.
TR-103	Solution backup processes shall be automated.
TR-104	Solution shall utilize backup and recovery solutions that provide security against unauthorized access.
TR-105	Solution shall be capable of performing continuous data protection backups of Solution production environment database.
TR-106	Solution shall include the ability to be restored to a state that reflects the state of all County Data as of the last fully processed transaction with a Recovery Point Objective (RPO) of zero (0) hrs. and a Recovery Time Objective (RTO) of two (2) hrs.
TR-107	Solution shall complete incremental and full backups during Off Prime Business Hours, with no adverse effect on Solution performance.

TR-108	Solution shall, for the Primary Central Site and Backup Central Site, unless otherwise requested by County, secure and retain all County Data backup media for periods specified by County.
TR-109	Solution shall ensure that failover needed to keep Solution available to the Users is transparent to the Users. This includes automated switchover to the backup data center to meet performance requirements in the event that the primary site suffers a loss of availability.
TR-110	Solution shall encrypt data during the backup processes.
TR-111	Solution backups shall minimize disruption to User daily operations.
TR-112	Solution shall encrypt all data that exists on backup media.
TR-113	Solution shall include a strategy for securing backup media during transit and storage.
TR-114	Solution shall create and maintain log files of all backups in order to detect anomalies and errors during the backup process.
TR-115	Solution shall have the following Hosted Environments:
a	Test — a test environment shall be able to support multiple testing scenarios, including system integration testing, User Acceptance Testing (UAT), and system performance testing (pre-migration to production testing)
b	Staging – a staging environment for use before putting final changes into Production Use
c	Production Environment — a fully tested and integrated environment accessible by County personnel to perform their duties as it pertains to Solution in Production Use
d	Reporting – a copy of the production database to be used for standard and ad hoc reporting; and
e	Training - an environment used to train Users by using sample data.
TR-116	Solution environments shall be accessible to County-specified Users, as determined by County.
TR-117	Solution test and staging environments shall support all testing activities as specified in Exhibit A (Statement of Work) for all Solution integration, Enhancements, Customizations, and Configurations prior to implementation in the production environment.
TR-118	Solution shall use a Web Application Firewall (WAF).
TR-119	Contractor shall use a security event and information management (SEIM) system.

TR-120	Contractor shall use formalized change management procedures, including adequate separation of duties.
TR-121	Contractor shall ensure physical access controls are in place to ensure appropriate access to IT resources.
TR-122	Contractor shall maintain compliance with the latest, stable and industry recommended version of the following standards: International Organization for Standardization (ISO) 27001, Payment Card Industry Data Security Standard (PCI DSS) 3.2.1, Azure Center for Internet Security (CIS) 1.1.0, Service Organization Control Trust Service Principals (SOC TSP).
TR-123	Contractor shall ensure encryption keys are centrally managed and consistent with NIST Special Publication 800-57 (or the latest, stable and industry recommended version the publication).
TR-124	Contractor shall ensure application developers are required to complete information security training to include at least "KnowBe4" training on a yearly basis.
TR-125	Contractor shall perform web application vulnerability testing/scanning at a minimum on an annual basis, or after any changes/updates to the application.
TR-126	Contractor shall perform Incident Response Plan testing on an annual basis.
TR-127	Contractor shall ensure incident response team members have clearly defined roles and responsibilities.

## SOLE SOURCE CHECKLIST

Department Name: Probation

- New Sole Source Contract  
 Sole Source Amendment to Existing Contract Date  
 Existing Contract First Approve:

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> <b>Identify applicable justification and provide documentation for each checked item.</b>
✓	<ul style="list-style-type: none"> <li>➤ 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>” Lexipol is the industry leader in offering a web-based platform for legally defensible law enforcement policies and procedures. Lexipol is the only company with public safety professionals and attorneys working together to provide legally defensible policies for community corrections and juvenile detention.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Compliance with applicable statutory and/or regulatory provisions.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Compliance with State and/or federal programmatic requirements.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Services provided by other public or County-related entities.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Services are needed to address an emergent or related time-sensitive need.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ 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.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ 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.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ 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.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ It is more cost-effective to obtain services by exercising an option under an existing contract.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ 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.</li> </ul>

\_\_\_\_\_

Chief Executive Office

\_\_\_\_\_

Date



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242  
(562) 940-2501



**RAY LEYVA**

Interim Chief Probation Officer

April 2, 2020

TO: Each Supervisor

FROM: Ray Leyva   
Interim Chief Probation Officer

SUBJECT: **NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE  
CONTRACT WITH LEXIPOL, LLC**

In accordance with your Board's motion on March 2, 1999 (revised August 4, 2015), I am informing you of our intent to negotiate a sole source contract approximately \$550,000 for a one-year period, funded under net-county cost. The proposed contract will be with Lexipol, LLC (Lexipol) to provide a customized web-based policy and procedures platform for Probation staff.

Lexipol is the industry leader in offering a web-based platform for legally defensible law enforcement policies and procedures. Lexipol is the only company with public safety professionals and attorneys working together to provide legally defensible policies for community corrections and juvenile detention.

Should we successfully negotiate a sole source contract with Lexipol, we will bring it to your Board for consideration and approval. Following Board approval, Lexipol will provide the services under a proposed one (1) year contract term with an option to extend for up to three (3) additional years. To this end, we will proceed with negotiating the sole source contract with Lexipol in four (4) weeks, unless otherwise instructed by your Board.

If you have any questions or require additional information regarding this notification, please feel free to contact me or Robert Smythe, Administrative Deputy, at (562) 940-2516.

RL:th

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



**Chief  
Information  
Office**

**Peter Loo**  
ACTING CHIEF INFORMATION OFFICER

**DRAFT**

**CIO**

**ANALYSIS**

Attachment IV



BOARD AGENDA DATE:

11/15/2022

SUBJECT:

**APPROVAL OF A SOLE SOURCE CONTRACT WITH LEXIPOL, LLC TO PROVIDE A WEB-BASED POLICY AND PROCEDURE MANAGEMENT SOLUTION**

CONTRACT TYPE:

New Contract     Sole Source     Amendment to Contract #: Enter contract #

SUMMARY:

Description:

Probation Department (Probation) is requesting Board authorization to execute a Sole Source Contract with Lexipol, LLC (Lexipol) in the amount of \$1,462,207 for two (2) years to provide a web-based policy and procedure management solution. Probation is further requesting delegated authority to the Chief Probation Officer or designee to prepare and execute contract amendments to extend the term for two (2) additional one-year for an annual amount of \$456,000 (bringing the maximum contract amount to a total of \$2,374,207). Finally, Probation is requesting delegated authority to the Chief Probation Officer or designee to approve: 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of service or contract sum, and, if necessary, 3) termination of, in whole or in part, the contract with Lexipol.

The Lexipol Adult Probation and Juvenile Custody Policy Subscriptions provide a web-based policy and procedures management solution (Solution) for Probation that will replace a manual process of posting and storage in a policy repository on the Probation intranet (PROBNET). Probation has thousands of policies of which hundreds are estimated to be out of date, so a more robust and automated system is needed to ensure polices are in line with other agencies across the state/nation and in compliance with any applicable laws and mandates.

The Solution includes access to a Knowledge Management System (KMS) which, in addition to serving as a repository of policies and a dedicated place to store procedures, provides electronic policy acknowledgment tracking, automatic archiving of policy versions, and efficient distribution of policies and training to staff. Daily Training Bulletins specific to Probation policy will be provided each month during the subscription period. The Solution platform provides twenty-four (24) hour accessibility for approximately

APPROVAL OF A SOLE SOURCE CONTRACT WITH LEXIPOL, LLC TO PROVIDE A WEB-BASED POLICY AND PROCEDURE MANAGEMENT SOLUTION

5,500 sworn and non-sworn Probation staff, as well as access to a mobile application of the Solution with the same end-user viewing functionality.

As part of this contract, Lexipol will review Probation’s existing policies, procedures, and training directives to identify areas of alignment and misalignment between their Probation Master Policy Manual content and Probation’s current policies, procedures, and training directives. Lexipol will consult with Probation and assist in creating policy and procedures that are applicable, practical, and functional for Probation, however the latter will still have the capability to edit the policies, procedures, and training bulletins in the Solution as needed.

Lexipol will host this SaaS Solution and allow Probation staff to log into the Solution by using their County (Microsoft Azure AD) username and password. The data content uploaded into the Solution will not be sensitive information and the user-specific information will be only for tracking when a Probation user accessed, viewed, and acknowledged a policy or procedure or successfully completed a Daily Training Bulletin.

When fully implemented, the Solution is expected to enable Probation to update, manage, communicate, and apply its policies and procedures more effectively.

Maximum Contract Amount: \$2,374,207

FINANCIAL ANALYSIS:

Initial Term (2-Year) Costs:

One-Time: Planning, Implementation, Integration, Documentation, & Training.....	\$	550,207
Ongoing: Lexipol Annual Subscriptions .....	\$	912,000 <sup>1</sup>
<b>Sub-Total Initial Term Costs: .....</b>	<b>\$</b>	<b>1,462,207</b>

Optional Terms (1-Year) Costs:

Ongoing: Lexipol Annual Subscriptions (Year 3)..	\$	456,000
Ongoing: Lexipol Annual Subscriptions (Year 4)..	\$	456,000
<b>Sub-Total Optional Term Costs: .....</b>	<b>\$</b>	<b>912,000<sup>2</sup></b>

<b>Sub-Total One-Time Costs: .....</b>	<b>\$</b>	<b>550,207</b>
<b>Sub-Total Ongoing Costs: .....</b>	<b>\$</b>	<b>1,824,000</b>
<b>Total Contract Maximum Costs: .....</b>	<b>\$</b>	<b>2,374,207</b>

Notes:

<sup>1</sup> Lexipol Annual Subscriptions for the Adult Probation (2 x \$228,000) and Juvenile Custody (2 x \$228,000) environments for two (2) initial term years.

<sup>2</sup> Lexipol Annual Subscriptions for the Adult Probation (2 x \$228,000) and Juvenile Custody (2 x \$228,000) environments for the two (2) optional term years.

APPROVAL OF A SOLE SOURCE CONTRACT WITH LEXIPOL, LLC TO PROVIDE A WEB-BASED POLICY AND PROCEDURE MANAGEMENT SOLUTION

RISKS:

- **Project Management and Governance** – Strong project governance and a dedicated project manager are needed to ensure adherence to scope schedule and budget, to monitor project progress, ensure necessary project resources, manage project risks, and resolve any major projects issues. Probation has a mature Project Management Office and will employ a Project Director and Project Manager under whose auspices the deliverables of this contract will be overseen and met. As written, the Statement of Work outlines a robust project management methodology to which the vendor will need to adhere, including archetypical artifacts such as a project control document, project schedule/detailed work plan (including work breakdown structure), deliverables list, milestone chart, communication plan, training plan, risk register, issue escalation and dispute resolution procedures, change management processes, and a monthly status report.
- **Contractor Performance** – The contract includes safeguards to ensure compliance and satisfactory performance, including requirements for the following:
  - A Quality Control Plan with methods to identify and prevent deficiencies in the quality of service before the level of performance becomes unacceptable, as well as a log of inspections and corrective actions.
  - A Quality Assurance Plan which specifies that the Lexipol’s performance under this agreement will be evaluated on not less than an annual basis. Such evaluation will include assessing their compliance with all the agreement terms and performance standards. Any deficiencies not redressed by the appropriate remedial action will subject the agreement to termination or other penalties identified in the agreement.
  - A Performance Requirements Summary Chart outlining standards for compliance with scope, tasks and deliverables, quality control, and standard terms and conditions, with liquidated damages of either up to \$100 per occurrence or \$100 per day until rectified.
- **Cost** – Probation seeks to forgo a competitive bid process and enter into a sole source agreement with Lexipol. While other policy and procedure management systems exist in the competitive marketplace, Lexipol is the only company in the space that specializes exclusively on law enforcement policies and provides professional services to assist departments in developing policies that are consistent with state, federal, and local legislation/requirements. Probation has deemed this industry-specific specialization and enhanced services as necessary requirements for a successful implementation.

APPROVAL OF A SOLE SOURCE CONTRACT WITH LEXIPOL, LLC TO PROVIDE A WEB-BASED POLICY AND PROCEDURE MANAGEMENT SOLUTION

- **Information Security** – The County’s Chief Information Security Officer has reviewed Probation’s contract and determined that no confidential and/or sensitive information is being used or handled during the contract term.
- **Contract Risks** – No contract risks have been identified. County Counsel participated in its negotiation and approved the contract as to form.

PREPARED BY:

\_\_\_\_\_  
(NAME) DEPUTY CHIEF INFORMATION OFFICER

\_\_\_\_\_  
DATE

APPROVED:

\_\_\_\_\_  
PETER LOO, ACTING CHIEF INFORMATION OFFICER

\_\_\_\_\_  
DATE

**DRAFT**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/26/2022	
<b>BOARD MEETING DATE</b>	11/15/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Regional Planning Department of Public Works	
<b>SUBJECT</b>	Wireless Facility Ordinance – Titles 16 and 22	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Adopt an ordinance amending Title 16 and Title 22 of the Los Angeles County Code to regulate wireless facilities	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Board motion of 3/9/2019 directing Regional Planning to adopt an ordinance for wireless facilities Board motion of 10/13/2020 directing several County departments, including Regional Planning, to explore strategies to bridge the Digital Divide for underserved communities in the County.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: These ordinances will be a component of the Digital Divide initiatives to bring internet services to underserved communities by facilitating streamlined procedures for personal wireless services.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: This is from a Board motion in 2019.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: DRP – Amy Bodek, Director, 213.974.6401, ABodek@planning.lacounty.gov	

November 15, 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:

**HEARING ON WIRELESS FACILITIES ORDINANCE  
PROJECT NO. R2021-002931-(1-5)  
ADVANCE PLANNING CASE NO. RPPL2021007939  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**SUBJECT**

The recommended action is to amend Title 16 (Highways) and Title 22 (Planning and Zoning) of the Los Angeles County Code with the Wireless Facilities Ordinance (Ordinance), to establish application requirements and development standards for wireless communication facilities (wireless facilities), including small cell facilities (SCF), on private property and in the public right-of-way for the unincorporated areas of Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,**

1. Find the adoption of the Ordinance is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project;
2. Indicate its intent to approve the proposed Ordinance (Advance Planning Case No. RPPL2021007939), including the amendments to Title 22 as recommended by the Regional Planning Commission (RPC), and with additional modifications as proposed by the Department of Regional Planning, and to approve the amendments to Title 16; and
3. Introduce, waive reading, and place on a subsequent Board agenda for the adoption of the amendments to Title 16 and Title 22.

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

On March 5, 2019, the Board approved a motion that directed the Director of Regional Planning to prepare an ordinance that, at a minimum, defines and establishes standards for the location, height, and design of wireless facilities; conduct outreach to residents, wireless service providers, and other interested parties; and present the ordinance and the appropriate environmental document to RPC and the Board for their consideration. Furthermore, recent wildfires and the COVID-19 pandemic have disclosed systemic inequities in digital access across Los Angeles County, and in response, the Board adopted a number of motions in October 2020 and February 2021, directing various County departments to report back on recommendations and strategies to address these inequities, broadly known as the “digital divide.”

Small cell facilities (SCF) are a subset of wireless facilities comprised of smaller equipment that are typically installed on streetlight and utility poles and other structures. Due to a large number of applications submitted for SCF in the public-right-of-way over the past few years, Regional Planning partnered with Public Works to create a new framework that would streamline permitting for wireless facilities, including SCF. Under this framework, Regional Planning will review wireless facilities on private property and in the public right-of-way, and Public Works will now oversee the review of SCF in the public right-of-way. The proposed Ordinance will satisfy a key component of the Chief Information Officer’s Digital Divide Regional Strategy for improving access to broadband services and digital resources. Additionally, the After Action Review (AAR) of the Woolsey Fire Incident, submitted to the Board in November 2019, identified communication services and delivery as an area in need of improvement. The AAR included a recommendation to increase the availability of communication systems for public notifications of evacuations, which may include wireless services.

Currently, Regional Planning processes applications for all types of wireless facilities, including SCF in the public right-of-way, through a Departmental policy memo dated July 26, 2010. The policy memo has not been updated to accommodate the growth of wireless services or advances in wireless technology, nor recent federal and state regulations, orders, and case law. The memo did not include any standards for SCF in the public right-of-way, which is an emerging and prevalent technology in wireless communications. The proposed Ordinance will supplant the policy memo and shift the intake, review, and processing of applications for SCFs in the public right-of-way from Regional Planning to Public Works through the Title 16 amendment and establish new development standards and review of all other wireless facilities by Regional Planning through the Title 22 amendment of the Ordinance.

### **Key Components**

The amendment to Title 16 will add Chapter 16.25 – SCF to establish development standards for SCF in highways and other public rights-of-way, and streamlines the review process with Public Works prior to issuance of a road encroachment permit for the installation, replacement, or maintenance of an SCF. Proposed SCFs on County-owned streetlights and traffic signals shall obtain and comply with additional standards listed in Public Works’ Master Licensing Agreements. No approval from Regional Planning is required unless it is a new SCF located in a Coastal Zone, Significant Ecological Area, or a Scenic Highway. Placement of SCF are given preference in the following order: 1) existing support structures such as streetlights and utility poles; 2) replacement support structures; 3) traffic signal poles; and 4) new towers. SCF shall conform to development standards which include the following: 1) use stealth designs to conceal the SCF; 2) shall not obstruct or interfere with the public use of the highway or County use of its infrastructure on the highway; 3) shall not obstruct any illumination from the support structure; 4) shall maintain the structural integrity of the support structure; 5) be placed at least eight feet above the ground on the support structure; and 6) if placed on a extension arm, be at most six feet from the support structure. SCF that are unpermitted, for which an agreement is revoked, or where relocation is required, are to be removed within 90 days at the owner’s expense.

The Title 22 amendment for wireless facilities establishes application requirements and land use regulations, including zoning and development standards, for wireless facilities subject to review by Regional Planning. Existing standards for wireless facilities in community standards districts or specific plans will take precedence. Additionally, the proposed Ordinance will not apply to areas covered by a local coastal program. The Santa Monica Mountains Local Coastal Program has existing regulations in place specifically for wireless facilities, but the remaining local coastal programs will be amended for wireless facilities at a later time.

The Title 22 amendment proposes to permit wireless facilities in most zones, with development and design standards for each type of wireless facility: structure-mounted (including monopoles and faux trees), ground-mounted, roof-mounted, facade-mounted, architectural towers, temporary facilities, and SCF on private property. The standards require screening, shrouding and/or camouflaging, and encourage streamlined designs to reduce visual impacts to the extent technically feasible. Depending on the type of wireless facility and whether it is a new or existing facility, different applications are required that align with the Federal Communication Commission’s Rules and Orders on the maximum number of days to approve each type of wireless facility. These applications may range from a Ministerial Site Plan Review with a maximum 60-day review period, to a Conditional Use Permit (CUP) with a maximum 150-day review period. Additional regulations apply to wireless facilities in sensitive areas, such as

significant ecological areas, significant ridgelines, scenic highways and on properties containing historical resources. Wireless facilities that require a CUP shall meet additional findings that the facilities comply with additional development standards, is the least visually intrusive as technically feasible, is necessary to meet a coverage gap, and does not create a safety hazard. Waivers from development standards may be provided through the CUP if a development standard effectively prohibits wireless services, results in a design that is technically infeasible, or conflicts with federal and state regulations.

After the RPC made its recommendation on the Title 22 portion of the Ordinance at its hearing on March 23, 2022, non-substantive changes were made to the Title 22 amendments, which are shown as redlines in the attachment. These changes include expansion of the statement for the Ordinance; corrections to spelling, grammar, capitalization, and punctuation; changes to section numbers; changes to references to federal and other laws; replacement of “structure” with “base station or tower;” addition of “qualified architectural historian” to do historic resource assessments; edit to clarify that chimneys and chimney-like textures as concealment are prohibited; and removal of the superfluous Severability section as Title 22 already has such a controlling provision at Section 22.02.100.

### **General Plan Consistency**

The proposed Ordinance is consistent with the General Plan and supportive of its policies, including Policy PS/F (Public Services and Facilities) 6.2: Improve existing wired and wireless telecommunications infrastructure; and Policy PS/F 6.3: Expand access to wireless technology networks, while minimizing visual impacts through colocation and design.

### **Implementation of Strategic Plan Goals**

Adoption of the proposed Ordinance will promote Goal II – Fostering Resilient and Vibrant Communities, through Strategy II.1 – Drive Economic and Workforce Development in the County. Readily available broadband access for County consumers, students, and workers will enhance access to online information, educational opportunities, and web-enabled information systems, which in turn will drive economic vitality for the County’s communities. The proposed Ordinance will also promote Goal III – Realize Tomorrow’s Government Today through Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, in which the County’s assets can be maximized for the delivery of broadband services by all users in the County, and to streamline the County’s review of applications for wireless facilities.

### **FISCAL IMPACT/FINANCING**

Adoption of the proposed Ordinance will not result in additional costs to the County. Applications for wireless facilities will be offset by fees that are to be collected at the time of application submittals. Certain wireless facilities that will be streamlined by ministerial review will have lower fees associated with ministerial applications. Because a safe harbor amount for fees has been established by federal rules for SCF, they will be processed ministerially. Implementation and enforcement of the proposed Ordinance is an ongoing responsibility of Public Works and Regional Planning, and thus covered by both departments' operating budgets.

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

The amendments contained in the Ordinance are consistent with applicable federal and state law.

In addition to the public hearing conducted by the RPC on March 23, 2022, for the Title 22 amendments, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code and Section 65856 of the California Government Code. Required notice was given pursuant to the requirements set forth in Section 22.222.180 of the County Code.

### **ENVIRONMENTAL DOCUMENTATION**

This project (Wireless Facilities Ordinance) is exempt from the California Environmental Quality Act (CEQA). The project will establish application requirements and development standards for wireless facilities within the unincorporated County, including authorization for modifications to existing facilities as well as for minor alterations to land with the construction or conversion of small structures. Both actions are within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in section 15301 and 15303 of the State CEQA Guidelines and Class 1 and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Honorable Board of Supervisors  
November 15, 2022  
Page 6

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

**IMPACT ON CURRENT SERVICES OR PROJECTS**

Approval of the proposed Ordinance will not significantly impact County services.

For further information on Title 16 amendment of the Ordinance, please contact Barbara Childers, Principal Engineer, Road Encroachment Unit at (626) 458-4995 or [bchilders@dpw.lacounty.gov](mailto:bchilders@dpw.lacounty.gov). For further information on Title 22 amendment of the Ordinance, please contact Bruce Durbin, Supervising Regional Planner, Ordinance Studies Section at (213) 974-6432 or [bdurbin@planning.lacounty.gov](mailto:bdurbin@planning.lacounty.gov).

Respectfully submitted,



Amy J. Bodek, AICP  
Director of Regional Planning

Reviewed by,



Mark Pestrella, PE  
Director of Public Works

MP:AJB:CC:BD:AS:ar

Attachments:

1. Project Summary for Title 22
2. Proposed Ordinance for Titles 16 and 22
3. RPC Hearing Proceedings for Title 22 Ordinance
4. RPC Resolution for Title 22 Ordinance
5. Guidelines for Wireless Facilities in Title 22
6. Notice of Exemption

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

**Project Information**  
**(Legislative Actions)**

<b>Project No.</b>	<u>2021-002931</u>
<b>Project Location</b>	<u>Los Angeles County</u>
<b>Unincorporated Community</b>	<u>Countywide</u>
<b>Zoned District</b>	<u>All Zoned Districts</u>
<b>Project RPC Approval Date</b>	<u>3/23/2022</u>
<b>Board Meeting Set Date</b>	<u>11/15/2022</u>

<b>Planner Name</b>	<u>Bruce Durbin</u>
<b>Phone #</b>	<u>(213) 974-6432</u>
<b>E-mail</b>	<u>bdurbin@planning.lacounty.gov</u>

<b>Applicant(s)/Agent Name</b>	<u>LA County Department of Regional Planning</u>
--------------------------------	--

<b>Mailing Address</b>	<u>320 W. Temple St., Los Angeles CA 90012</u>
------------------------	--

<b>Phone #</b>	<u>(213) 974-6411</u>
<b>E-mail</b>	<u>info@planning.lacounty.gov</u>

<b>Additional Information (If any)</b>	<u> </u>
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<b>Owner Name</b>	<u> </u>
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<b>Mailing Address</b>	<u> </u>
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<b>Phone #</b>	<u> </u>
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<b>E-mail</b>	<u> </u>
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<b>Additional Information (If any)</b>	<u> </u>
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# Los Angeles County Department of Regional Planning

*Planning for the Challenges Ahead*



**Amy J. Bodek, AICP**  
Director of Regional Planning

**Dennis Slavin**  
Chief Deputy Director,  
Regional Planning

## PROPOSED ENVIRONMENTAL DETERMINATION

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DETERMINATION DATE: March 23, 2022  
PROJECT NUMBER: 2021-002931  
PERMIT NUMBER(S): RPPL2021007939  
SUPERVISORIAL DISTRICT: 1-5  
PROJECT LOCATION: Countywide  
OWNER: N/A  
APPLICANT: Los Angeles County  
CASE PLANNER: Alyson Stewart, Senior Regional Planner  
astewart@planning.lacounty.gov

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Los Angeles County (“County”) completed an initial review for the above-mentioned project. Based on examination of the project proposal and the supporting information included for the project, the County proposes that an Exemption is the appropriate environmental documentation under the California Environmental Quality Act (CEQA).

This project (Ordinance) qualifies for a Categorical Exemption, (Class 1 – Existing Facilities, and Class 3 – New Construction or Conversion of Small Structures) under the California Environmental Quality Act (CEQA) and County environmental guidelines. The project includes authorization for modifications to existing facilities as well as for minor alterations to land with the construction or conversion of small structures. Both actions will not have a significant effect on the environment.

# Notice of Exemption

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**To:**

Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

County Clerk  
County of: Los Angeles, Business Filings  
12400 E. Imperial Hwy., #1201  
Norwalk, CA 90650

**From:**

Public Agency: LA County Regional Planning  
320 W. Temple Street, 13<sup>th</sup> Floor  
Los Angeles, CA 90012

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

Project Applicant: \_\_\_\_\_

Project Location - Specific: \_\_\_\_\_

Project Location - City: \_\_\_\_\_ Project Location - County: \_\_\_\_\_

Description of Nature, Purpose and Beneficiaries of Project: \_\_\_\_\_

Name of Public Agency Approving Project: Los Angeles County Department of Regional Planning

Name of Person or Agency Carrying Out Project: \_\_\_\_\_

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemption. State code number: \_\_\_\_\_
- Exemptions for Agricultural Housing, Affordable Housing, and Residential Infill Projects. State type and section number: \_\_\_\_\_
- Others: \_\_\_\_\_

Reasons why project is exempt: \_\_\_\_\_

Lead Agency

Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: \_\_\_\_\_

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency

Signed by Applicant

Date Received for filing at OPR: \_\_\_\_\_

## ANALYSIS

This ordinance amends Title 22 – Planning and Zoning of the Los Angeles County Code, to establish regulations for wireless facilities on private property in the unincorporated areas of Los Angeles County and associated provisions will provide a land use review and permit approval process that meets the requirements imposed by the Federal Communications Commission and other applicable law. It will establish standards to regulate the placement, design, and aesthetics of wireless facilities to minimize visual and physical impacts to surrounding properties; create streamlined permitting procedures for the installation, operation, and modification of wireless facilities while protecting the public health, safety, and welfare of County residents; require conditional use permits for macro-wireless facilities that do not meet development standards or require a waiver for special circumstances; and help facilitate the provision of equitable, high-quality wireless communications service infrastructure to serve the current and future needs of the County's residents, visitors, businesses, and local governments.

DAWYN R. HARRISON  
Acting County Counsel

By



ROLAND TRINH  
Senior Deputy County Counsel  
Property Division

RT:bh

Requested: 08-02-2022

Revised: 09-21-2022

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code, to establish regulations for wireless facilities on private property in the unincorporated areas of Los Angeles County and associated provisions will provide a land use review and permit approval process that meets the requirements imposed by the Federal Communications Commission and other applicable law. It will establish standards to regulate the placement, design, and aesthetics of wireless facilities to minimize visual and physical impacts to surrounding properties; create streamlined permitting procedures for the installation, operation, and modification of wireless facilities while protecting the public health, safety, and welfare of County residents; require conditional use permits for macro-wireless facilities that do not meet development standards or require a waiver for special circumstances; and help facilitate the provision of equitable, high-quality wireless communications service infrastructure to serve the current and future needs of the County's residents, visitors, businesses, and local governments.

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

**SECTION 1.** Section 22.14.230 is hereby amended to read as follows:

**22.14.230 W.**

...

Winery. A facility that is used for processing grapes or other agricultural products into wine, including mobile bottling or crushing facilities, operated under a Type 02

license issued by the California Department of Alcoholic Beverage Control, where processing involves the fermentation, crushing, bottling, testing, or aging of wine.

Wireless facility. The following terms are defined for the purposes of Section 22.140.760 (Wireless Facilities).

Associated equipment. As defined in Title 47 of the Code of Federal Regulations section 1.6002(c), or any successor provision, equipment, switches, wiring, cabling, power sources, shelters, or cabinets associated with an antenna, located at the same fixed location as the antenna, and when collocated on a structure, is mounted or installed at the same time as such antenna.

Antenna facility. As defined in Title 47 of the Code of Federal Regulations section 1.6002(d), or any successor provision, an antenna and associated equipment.

Architectural tower. A stand-alone tower that incorporates architectural elements and is constructed for the purpose of supporting and concealing wireless facilities, such as a faux belfry, minaret, cupola, water tower or tank, silo or other agricultural-type structure, clock tower, windmill, or another similar structure.

Base station. As defined in Title 47 of the Code of Federal Regulations section 1.6100(b)(1), or any successor provision, a structure or equipment at a fixed location that enables the Federal Communications Commission-licensed or authorized wireless communications between user equipment and a communications network. A base station includes a structure where a wireless facility may co-locate on, but is not built for the sole or primary purpose of supporting a wireless facility. This term does not include a tower or any equipment associated with a tower.

Collocation. As defined in Title 47 of the Code of Federal Regulations section 1.6002(g)(1) and (2), or any successor provision, (1) mounting or installing an antenna facility on a pre-existing structure, and/or (2) modifying a pre-existing structure for the purpose of mounting or installing an antenna facility on that structure.

Eligible Facilities Request. As defined in Title 47 of the Code of Federal Regulations section 1.6100(b)(3), or any successor provision, a request for modification of an existing tower or base station that, within the meaning of the Spectrum Act, does not substantially change the physical dimensions of that tower or base station, and involves collocation, removal, or replacement of transmission equipment. For the purposes of eligible facilities requests, collocation is as defined in Title 47 of the Code of Federal Regulations section 1.6100(b)(2), or any successor provision.

Faux rock outcroppings. Artificial rocks that are used to conceal a wireless facility and are designed to mimic actual rocks typically found in proximity to the proposed project site and appropriate for that location.

Faux tree. An artificial tree that is used to conceal a wireless facility and is designed to mimic an actual tree typically found in proximity to the proposed project site and appropriate for that location.

FCC. The Federal Communications Commission or its lawful successor.

Macro facility. A wireless facility that does not meet the requirements of a small cell facility or an eligible facilities request.

Personal wireless services. As defined in Title 47 of the United States Code section 332(c)(7)(C)(i), or any successor provision, commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services.

Personal wireless services facility. As defined in Title 47 of the United States Code section 332(c)(7)(C)(ii), or any successor provision, a wireless facility that is used for the provision of personal wireless services.

Small cell facility. As defined in Title 47 of the Code of Federal Regulations section 1.6002(l), or any successor provision, a "small wireless facility" is a personal wireless services facility that meets the following conditions:

1. The facility is mounted on a structure up to 50 feet in height, including antennas, as defined in Title 47 of the Code of Federal Regulations section 1.1320(d), or any successor provision, or is mounted on a structure and extends no more than 10 percent in height above other adjacent structures, whichever is greater;

2. Each antenna associated with the facility, excluding associated antenna equipment (as defined under "antenna" in Title 47 of the Code of Federal Regulations section 1.1320(d), or any successor provision), is no more than three cubic feet in volume;

3. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;

4. The facility does not require antenna structure registration under Title 47 of the Code of Federal Regulations Part 17, or any successor provisions;

5. The facility is not located on Tribal lands, as defined under Title 36 of the Code of Federal Regulations section 800.16(x), or any successor provision; and

6. The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in Title 47 of the Code of Federal Regulations section 1.1307(b), or any successor provision.

Substantial change. As defined in Title 47 of the Code of Federal Regulations section 1.6100(b)(7), or any successor provision.

Support structure. As defined in Title 47 of the Code of Federal Regulations section 1.6002(m), or any successor provision, for "structure," a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether on its own or comingled with other types of services).

Temporary facility. A wireless facility used to provide wireless services on a temporary or emergency basis, such as, but not limited to, a large-scale special event, following a duly proclaimed local or State emergency as defined in California Government Code section 8558, or any successor provision, or during repair, maintenance, or upgrading of existing facilities. Temporary facilities include, without

limitation, cells on wheels, sites on wheels, cells on light trucks, or other similar wireless facilities, and shall:

1. Be in place for no more than six months (or such other longer time as the County may allow in light of the event or emergency);

2. Provide notice to the Federal Aviation Administration;

3. Not require marking or lighting under Federal Aviation Administration regulations;

4. Be less than 200 feet in height; and

5. Either involve no excavation or involve excavation only as required to safely anchor the facility, including footings and other anchoring mechanisms, by no deeper than 24 inches below ground if the ground is undisturbed, or no deeper than 12 inches above the depth of any previous disturbance if the ground is disturbed.

Tower. A structure that is built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas, including on-site fencing, equipment, switches, wiring, cabling, power sources, shelters, or cabinets associated with that tower but not installed as part of an antenna. This definition does not include utility poles.

Wireless facility. The antenna facility used for the provision of wireless services at a fixed location, including, without limitation, any associated support structure(s).

...

**SECTION 2.** Section 22.16.030 is hereby amended to read as follows:

**22.16.030 Land Use Regulations for Zones A-1, A-2, O-S, R-R,**

**and W.**

...

**C. Use Regulations.**

1. Principle Uses. Table 22.16.030-B, below, identifies the permit or review required to establish each principal use.

<b>TABLE 22.16.030-B: PRINCIPAL USE REGULATIONS FOR AGRICULTURAL, OPEN SPACE, RESORT AND RECREATION, AND WATERSHED ZONES</b>						
	A-1	A-2	O-S	R-R	W	Additional Regulations
...						
Transportation, Electrical, Gas, Communications, Utilities, and Public Service Uses						
...						
Water reservoirs, dams, treatment plants, gauging stations, pumping stations, wells, and tanks, and any other use normal and accessory to the storage and distribution of water, except for shared water wells and associated tanks	CUP	CUP	CUP	CUP	SPR	
<u>Wireless facilities, in compliance with Section 22.140.760.D.1</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>Section 22.140.760</u>
<u>Wireless facilities, in compliance with Section 22.140.760.D.2</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>Section 22.140.760</u>
...						

**SECTION 3.** Section 22.18.030 is hereby amended to read as follows:

**22.18.030 Land Use Regulations for Zones R-A, R-1, R-2, R-3, R-4,**

**and R-5.**

...

**C. Use Regulations.**

1. Principal Uses. Table 22.18.030-B, below, identifies the permit or review required to establish each principal use.

<b>TABLE 22.18.030-B: PRINCIPAL USE REGULATIONS FOR RESIDENTIAL ZONES</b>							
	R-A	R-1	R-2	R-3	R-4	R-5	Additional Regulations
...							
Transportation, Electrical, Gas, Communications, Utilities, and Public Service Uses							
...							
Water reservoirs, dams, treatment plants, gauging stations, pumping stations, wells and tanks, and any other use normal and accessory to the storage and distribution of water, except for shared water wells and associated tanks	CUP	CUP	CUP	CUP	CUP	CUP	
<u>Wireless facilities, in compliance with Section 22.140.760.D.1</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>Section 22.140.760</u>
<u>Wireless facilities, in compliance with Section 22.140.760.D.2</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>Section 22.140.760</u>
...							

**SECTION 4.** Section 22.20.030 is hereby amended to read as follows:

**22.20.030 Land Use Regulations for Zones C-H, C-1, C-2, C-3, C-M, C-MJ, and C-R.**

...

C. Use Regulations.

1. Principal Uses. Table 22.20.030-B, below, identifies the permit or review required to establish each principal use.

<b>TABLE 22.20.030-B: PRINCIPAL USE REGULATIONS FOR COMMERCIAL ZONES</b>								
	C-H	C-1	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
...								
Transportation, Electrical, Gas, Communications, Utilities, and Public Service Uses								
...								
Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal or accessory to the storage and distribution of water	CUP	CUP	CUP	CUP	CUP		CUP	
Wireless facilities, in compliance with Section 22.140.760.D.1	<u>SPR</u>	Section 22.140.760						
Wireless facilities, in compliance with Section 22.140.760.D.2	<u>CUP</u>	Section 22.140.760						
...								

**SECTION 5.** Section 22.22.030 is hereby amended to read as follows:

**22.22.030 Land Use Regulations for Zones M-1, M-1.5, M-2, and**

**M-2.5.**

...

C. Use Regulations.

1. Principal Uses. Table 22.22.030-B, below, identifies the permit or review required to establish each principal use.

<b>TABLE 22.22.030-B: PRINCIPAL USE REGULATIONS FOR INDUSTRIAL ZONES</b>					
	M-1	M-1.5	M-2	M-2.5	Additional Regulations
...					
Transportation, Electrical, Gas, Communications, Utilities, and Public Service Uses					
...					
Wharves	SPR	SPR	SPR	CUP	SPR
<u>Wireless facilities, in compliance with Section 22.140.760.D.1</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>Section 22.140.760</u>
<u>Wireless facilities, in compliance with Section 22.140.760.D.2</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>Section 22.140.760</u>
...					

**SECTION 6.** Section 22.22.040 is hereby amended to read as follows:

**22.22.040 Land Use Regulations for Zone M-3.**

A. Permitted Uses. Premises in Zone M-3 may be used for any use, except that a use listed in Subsections B and C, below, is permitted only as provided in such sections, below, and uses listed in Subsection D, below, are prohibited. In addition, the following uses are permitted in Zone M-3:

...

4. Wireless facilities, in compliance with Section 22.140.760.D.1.

...

C. Other Permits Required. If an application for a specified permit has first been approved, premises in Zone M-3 may be used for the following:

...

5. Wireless facilities, in compliance with Section 22.140.760.D.2.

...

**SECTION 7.** Section 22.22.050 is hereby amended to read as follows:

**22.22.050 Land Use Regulations for Zones B-1 and B-2.**

Table 22.22.050-A, below, identifies the permit or review required to establish each use.

<b>TABLE 22.22.050-A: LAND USE REGULATIONS FOR ZONES B-1 AND B-2</b>			
<b>Use or Structure</b>	<b>B-1</b>	<b>B-2</b>	<b>Additional Regulations</b>
...			
Surface mining operations	SMP	SMP	
<u>Wireless facilities</u>	=	=	
...			

**SECTION 8.** Section 22.24.030 is hereby amended to read as follows:

**22.24.030 Land Use Regulations for Rural Zones.**

...

C. Use Regulations.

1. Principal Uses. Table 22.24.030-B, below, identifies the permit or review required to establish each principal use.

<b>TABLE 22.24.030-B: PRINCIPAL USE REGULATIONS FOR RURAL ZONES</b>			
	C-RU	MXD-RU	Additional Regulations
...			
Transportation, Electrical, Gas, Communications, Utilities, and Public Service Uses			
...			
Water reservoirs, dams, treatment plants, gauging stations, pumping stations, wells, and tanks, and any other use normal and accessory to the storage and distribution of water, except for shared water wells and associated tanks	CUP	CUP	
<u>Wireless facilities, in compliance with Section 22.140.760.D.1</u>	<u>SPR</u>	<u>SPR</u>	<u>Section 22.140.760</u>
<u>Wireless facilities, in compliance with Section 22.140.760.D.2</u>	<u>CUP</u>	<u>CUP</u>	<u>Section 22.140.760</u>
...			

**SECTION 9.** Section 22.26.020 is hereby amended to read as follows:

**22.26.020 Institutional Zone.**

...

B. Land Use Regulations.

...

3. Use Regulations.

a. Principal Uses. 22.26.020-B, below, identifies the permit or review required to establish each use.

TABLE 22.26.020-B: LAND USE REGULATIONS FOR ZONE IT		
		Additional Regulations
...		
Transportation, Electrical, Gas, Communications, Utilities, and Public Service Uses		
...		
Police stations	CUP	
<u>Wireless facilities, in compliance with Section 22.140.760.D.1</u>	<u>SPR</u>	<u>Section 22.140.760</u>
<u>Wireless facilities, in compliance with Section 22.140.760.D.2</u>	<u>CUP</u>	<u>Section 22.140.760</u>

...

**SECTION 10.** Section 22.26.030 is hereby amended to read as follows:

**22.26.030 Mixed Use Development Zone.**

...

B. Land Use Regulations.

...

3. Use Regulations.

a. Principle Uses.

i. Table 22.26.030-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.26.030-B: PRINCIPAL USE REGULATIONS FOR ZONE MXD		
		Additional Regulations
...		
Transportation, Electrical, Gas, Communications, Utilities, and Public Service Uses		
...		

TABLE 22.26.030-B: PRINCIPAL USE REGULATIONS FOR ZONE MXD		
		Additional Regulations
...		
Transportation, Electrical, Gas, Communications, Utilities, and Public Service Uses		
Stations, bus, railroad, and taxi	CUP	
<u>Wireless facilities, in compliance with Section 22.140.760.D.1</u>	SPR	<u>Section 22.140.760</u>
<u>Wireless facilities, in compliance with Section 22.140.760.D.2</u>	CUP	<u>Section 22.140.760</u>
...		

**SECTION 11.** Section 22.26.040 is hereby amended to read as follows:

**22.26.030 Specific Plan Zone.**

...

B. Land Use Regulations.

...

3. Wireless Facilities. If a zone or land use category within a Specific Plan is silent with regard to wireless facilities, the Director may accept an application for a wireless facility if the Director determines that a wireless facility is similar to another use permitted within such zone or land use category, in accordance with the following:

a. If the wireless facility is in compliance with Section 22.140.760.D.1, the Director may accept a Ministerial Site Plan Review application (Chapter 22.186); or

b. If the wireless facility is in compliance with Section 22.140.760.D.2, the Director may accept a Conditional Use Permit application (Chapter 22.158).

c. This provision shall not apply if the Specific Plan Zone is within a local coastal program.

...

**SECTION 12.** Section 22.26.060 is hereby amended to read as follows:

**22.26.060 Parking Restricted Zone.**

...

B. Land Use Regulations.

...

3. Use Regulations.

a. Principal Uses. Table 22.26.060-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.26.060-B: PRINCIPAL USE REGULATIONS FOR ZONE P-R		
		Additional Regulations
...		
Surface mining operations	SMP	
<u>Wireless facilities, in compliance with Section 22.140.760.D.1</u>	SPR	<u>Section 22.140.760</u>
<u>Wireless facilities, in compliance with Section 22.140.760.D.2</u>	CUP	<u>Section 22.140.760</u>
...		

**SECTION 13.** Section 22.140.760 is hereby added to read as follows:

**22.140.760 Wireless Facilities.**

A. Purpose. The purpose of this Section is to:

1. Facilitate wireless communications service providers to provide equitable, high-quality wireless communications service infrastructure to serve the current and future needs of the County's residents, visitors, businesses, and local governments quickly, effectively, and efficiently.

2. Establish streamlined permitting procedures for the installation, operation, and modification of wireless facilities, while protecting the public health, safety, and welfare of the County residents.

3. Establish standards to regulate the placement, design, and aesthetics of wireless facilities to minimize visual and physical impacts to surrounding properties.

4. Comply with all applicable federal and State laws and regulations regarding wireless facilities.

B. Applicability. This Chapter applies to all wireless facilities located on private property and public property, except for small cell facilities to be located in the public right-of-way which are subject to Chapter 16.25 (Small Cell Facilities) in Title 16 (Highways) of the County Code. Wireless facilities shall be permitted in all zones except Zones B-1 and B-2, subject to the required application as specified in Subsection D, below. Where another regulation in Title 22 applies to a wireless facility, that regulation shall take precedence over this Section. This Section shall not apply to areas within a local coastal program.

C. Exemptions. The following shall be exempt from the provisions of this Section:

1. A single ground or building-mounted antenna not exceeding the maximum height permitted by this Chapter, including any mast, is subject to the following restrictions:

a. A satellite dish antenna 39.37 inches or less in diameter and (a) intended for the sole use of a person occupying the same parcel to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; or (b) a hub or relay antenna used to receive or transmit fixed wireless services that are not classified as telecommunications services, is permitted anywhere on a lot provided it is no higher than needed to receive or transmit an acceptable quality signal and in no event higher than 12 feet above the roofline.

b. A non-satellite dish antenna 39.37 inches or less in diameter or diagonal measurement and (a) intended for the sole use of a person occupying the same parcel to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite; or (b) a hub or relay antenna used to receive or transmit fixed wireless services that are not classified as telecommunications services, is permitted anywhere on a lot.

2. Amateur radio antennas that are in compliance with Section 22.140.040 (Amateur Radio Antennas).

3. Like-kind equipment replacements to an existing cabinet, vault, shroud, or generator that do not increase pre-existing visual or noise impacts and are substantially similar in appearance and the same or less in size, dimensions, and weight.

4. The following temporary facilities that will be placed for less than seven consecutive days, provided any necessary building permit or other approval is obtained and the property owner's written consent is provided to the County:

a. Facilities installed and operated for large-scale events;

b. Facilities needed for coverage during repairs, upgrades, or the temporary relocation of an existing and already-approved facility; and

c. Emergency generators to provide auxiliary power to wireless facilities for seven or fewer days, provided they are to be located on private property, and comply with the Noise Ordinance in Title 12 (Environmental Protection) and other applicable law.

D. Application Requirements.

1. Ministerial Site Plan Review. A Ministerial Site Plan Review (Chapter 22.186) application is required to authorize the following:

a. Installation and operation of a small cell facility located on private property and public property that is not a public right-of-way;

b. An Eligible Facilities Request, as defined in Section 22.14.230 (W), for an existing facility that was previously approved with a Ministerial Site Plan Review (Chapter 22.186), but does not include a small cell facility

located in the public right-of-way, which instead is subject to Chapter 16.25 (Small Cell Facilities) of the County Code;

c. Installation and operation of a macro facility on an existing base station or tower that meets all standards in Subsection E, below, and does not require a waiver;

d. Installation and operation of a temporary facility other than those described in Subsection C.4, above; and

e. Placement and operation of an emergency generator to provide auxiliary power to a wireless facility for more than seven days, but no more than 90 days, provided the generator is not located in the public right-of-way, and complies with the Noise Ordinance in Title 12 (Environmental Protection) and other applicable law.

2. Conditional Use Permit. A Conditional Use Permit (Chapter 22.158) application is required to authorize the following:

a. Installation and operation of a new macro facility not installed on an existing base station or tower.

b. Installation and operation of any wireless facility, of any type, that requires a waiver from one or more of the design standards specified in Subsection E, below.

3. Revised Exhibit "A." A Revised Exhibit "A" (Chapter 22.184) application is required to collocate a macro facility on an existing base station or tower with an approved and unexpired discretionary permit that currently hosts another macro

facility, or to make modifications to an existing macro facility with an approved and unexpired discretionary permit, including an Eligible Facilities Request for the macro facility. Certain conditions prescribed as part of the approval of the discretionary permit shall not be binding for modifications to a facility as part of an Eligible Facilities Request only to the extent that the Eligible Facility Request seeks to rectify those conditions (i.e., size, dimensions, or height), and all other conditions shall continue to apply.

4. For every new application, the applicant shall prepare and submit to the Director a report on the radio frequency emissions levels of each wireless facility demonstrating that such emissions comply with adopted FCC guidelines.

E. Development Standards.

1. General Standards. All wireless facilities, except for facilities as part of Eligible Facilities Requests and small cell facilities, shall comply with the following standards. If a waiver is required for one or more of these standards due to technical infeasibility, Subsection D.2.b, above, shall apply.

a. Compliance with all regulations. The facility shall comply with State and federal requirements, standards, and law.

b. Location.

i. Wireless facilities shall not encroach into any required setbacks for structures.

ii. In Residential Zones, including in the public right-of-way, wireless facilities shall be placed no further than five feet from any common property line shared with adjoining lots, and shall be stealth or use

concealment techniques.

iii. Wireless facilities shall be located in compliance with regulations as specified in Chapter 22.102 (Significant Ecological Areas), Division 10 (Community Standards Districts), and Division 11 (Non-Coastal Specific Plans), where applicable.

iv. New wireless facilities shall not be installed on buildings or structures listed or eligible for listing on the National, California, or County historic registers. New towers and support structures installed on the grounds of properties listed or eligible for listing on the National, California, or County historic registers shall be located and designed to eliminate impacts to the historic resource. A historic resource assessment, prepared to the satisfaction of the Director by a qualified architectural historian, may be required for a facility to be located on a site containing an eligible resource to identify impacts to historic resources, and identify mitigation to minimize impacts.

c. Height.

i. In Industrial, Rural, Agricultural, Open Space, Resort-Recreation, and Watershed Zones, the maximum height of a non-building-mounted wireless facility shall be 75 feet.

ii. In Zones R-1, R-2, and R-3, the maximum height of a wireless facility shall be 35 feet.

iii. In all other zones except Zones R-1, R-2, and R-3, the maximum height of a non-building-mounted wireless facility shall be 65 feet.

iv. The height of a wireless facility, including those located within an Airport Influence Area, shall comply with the applicable FAA requirements.

d. Design standards.

i. Cables. All cables that serve the wireless facility shall be located within the interior of the structure, sheathed, or hidden to the fullest extent technically feasible.

ii. Color. All pole-mounted equipment not concealed shall be treated with exterior coatings of a color and texture to match the predominant visual background or existing architectural elements to visually blend in with the surrounding development.

iii. Associated Equipment. Associated equipment shall not be visible, and, if placed on the ground, shall be located in an enclosed structure, such as a building or underground vault (with the exception of required electrical panels), or screened and secured by solid fencing, walls, and gates, and shall conform to the height of the applicable zone. Radio units need not be enclosed but shall use concealment techniques.

iv. Fencing. Barbed wire shall be prohibited.

2. Additional standards for monopoles.

a. To the extent technically feasible, antennas shall be mounted directly on the structure for a streamlined design. If mounting equipment shall be required to make the facility feasible, the maximum length of each mounting

equipment, such as a side arm, bracket, or extension, shall be two feet from the structure.

b. Wireless facilities designed as flagpoles are prohibited.

3. Additional standards for facilities mounted on structures other than towers or buildings. A facility mounted on a structure other than a tower or building, such as an architectural tower, bridge, pole sign, lamppost, monumental sign, outdoor advertising sign, stadium light, utility pole, water tank, or windmill, shall also comply with the following standards:

a. Non-ground mounted equipment shall be shrouded or contained within the structure to the extent technically feasible.

b. Cables shall be flush-mounted or fully sheathed to the structure to prevent visible gaps between the cables and the structure, unless expressly prohibited by a state regulation. Cables shall not be visibly loose or spooled.

c. Shroud and cables shall be finished to match the structure exterior in color.

d. Architectural towers. Architectural towers shall:

i. Completely conceal equipment, including antennas; and

ii. Blend in with the architecture of buildings located near the tower location.

4. Additional standards for roof-mounted facilities.

a. Roof-mounted facilities shall be completely concealed and not visible from any public right-of-way at ground level. Acceptable concealment includes screening or architectural features appropriate to the building such as parapets, penthouses, cupolas, steeples, chimneys, or architectural towers finished to match the building exterior.

b. Chimneys and chimney-like textures as concealment shall not be permitted for the roofs of commercial buildings.

5. Additional standards for façade-mounted facilities.

a. Façade-mounted equipment shall be flush mounted, architecturally integrated, or completely screened.

b. Architecturally integrated and screening elements shall be finished to match the building exterior.

F. Development Standards for Small Cell Facilities.

1. Setbacks. Small cell facilities shall not encroach into any required setbacks for structures.

2. Height and size. The height and size of the small cell facility shall not exceed the dimensions specified in Section 22.14.230 (W) for "small cell facility."

3. Design standards.

a. All antennas, cables, and equipment shall be concealed or located within the antenna shrouds, pole, conduits, and other stealth apparatus.

b. The small cell facility shall be finished with matching colors to blend in with the structure.

G. Modifications to Existing Macro Facilities. Existing macro facilities may be eligible for either:

1. A Ministerial Site Plan Review (Chapter 22.186) application if such facilities are redesigned with shorter mounting equipment that extends no more than two feet from the structure, or with removal of any existing mounting equipment, and with additional screening techniques, such as shrouds or walls, that blend in with the structure, including color and texture, and conforms to all standards in Subsection E, above, and does not require a waiver; or

2. A Revised Exhibit "A" (Chapter 22.184) application for modifications to a facility where such modifications will not bring the facility into conformity with the standards in Subsection E, above, or which requires a waiver.

3. An Eligible Facilities Request may be processed with a Ministerial Site Plan Review (Chapter 22.186) application if minor modifications will bring the facility in conformance with all standards in Subsection E, above, and does not require a waiver. Otherwise, the Eligible Facilities Request may be processed with a Revised Exhibit "A," in accordance with Subsection D.3, above.

H. Standards for Wireless Facilities Subject to Conditional Use Permit. All facilities that are subject to a Conditional Use Permit (Chapter 22.158), pursuant to Subsection D.2, above, shall comply with the following standards:

1. Location.

a. Wireless facilities shall be located and designed to minimize visual impacts to vistas from adopted scenic highways and ridgelines.

b. Wireless facilities shall be located to minimize visual impacts on adjacent residences and historic resources.

2. Design standards. Wireless facilities shall incorporate the following concealment measures appropriate for the proposed location:

a. Monopoles. Monopoles shall be designed as follows:

i. Monopoles shall be located to utilize existing natural or man-made features including topography, vegetation, buildings, or other structures in the immediate surroundings to provide the greatest amount of visual screening.

ii. If mounting equipment shall be required for the monopole, the maximum length of each mounting equipment, such as a side arm, bracket, or extension, shall be eight feet from the structure.

b. Faux Trees. Any proposed faux tree shall be designed as follows:

i. Wherever possible, faux trees shall be located within 50 feet of an existing grove of at least two live trees, and shall be similar in appearance to the species of the live trees.

ii. The faux tree species shall be appropriate for the climate and environment of the location.

iii. Antennas shall be painted, coated, or covered

to match their background (e.g., leaves, branches, or trunk) and shall not extend beyond the tree branches or fronds.

iv. Faux branches or fronds shall conceal the antennas to the extent technically feasible and shall be weather-resistant.

v. Faux bark cladding shall be provided from the ground to five feet beyond where the faux branches begin; above the faux bark cladding, the pole shall be painted a flat non-reflective paint of the same color as the bark cladding.

c. Faux Rock Outcroppings. Faux rock outcroppings, shall contain all equipment, including antennas, and shall be similar in appearance to real rocks in the immediate vicinity with respect to color, texture, and scale.

d. Architectural Towers. Architectural towers shall:

i. Completely conceal equipment, including antennas; and

ii. Blend in with the architecture of buildings located near the tower location.

I. Findings. If a wireless facility is subject to Subsection D.2, above, the following additional findings shall be made:

1. The facility complies with all applicable standards in this Section, unless a waiver has been requested, pursuant to Subsection L, below;

2. The design of the facility is the least visually intrusive that is technically feasible and appropriate for the location;

3. For new wireless facilities, the facility at the proposed location is necessary to close a significant gap in coverage; and

4. For new wireless facilities, the location of the facility does not create a safety hazard.

J. Conditions of Approval. For wireless facilities subject to Subsection D.2, above, the Commission or the Hearing Officer may impose conditions to ensure that the approval will be in accordance with the findings required by the application. Such conditions may involve any pertinent factors that could affect the establishment, operation, and maintenance of the facility.

K. Permit Duration. A Conditional Use Permit to authorize a wireless facility may be valid for a period of 15 years.

L. Waivers.

1. For wireless facilities subject to Subsection D.2, above, the Commission or Hearing Officer may grant a waiver to one or more of the development standards in this Section if the Commission or Hearing Officer determines that the applicant has established that the denial of an application would:

a. Prohibit or effectively prohibit the provision of personal wireless services, pursuant to Title 47 of the United States Code section 332(c)(7)(B)(i)(II), or any successor provision;

b. Otherwise violate applicable laws or regulations; or

c. Require a technically infeasible design or installation of a wireless facility.

2. When a determination is made to grant a waiver, one or more of the applicable design or location standards may be waived, but only to the minimum extent required to avoid the prohibition, violation, or technically infeasible design or installation, and that does not compromise public safety.

**SECTION 14.** Section 22.250.010 is amended to read as follows:

**22.250.010 Filing Fees and Deposits.**

A. For the purpose of defraying the expense involved in connection with any application or petition required or authorized by this Title 22, the following fees, as provided in Table 22.250.010-A, below, shall accompany the application or petition. Table 22.250.010-A may be referred to as the Filing Fee Schedule.

<b>TABLE 22.250.010-A: FILING FEE SCHEDULE</b>		
...		
Site Plan Review, Ministerial	...	
	Residential, hillside areas	\$1,259
	Small cell facilities on existing structures – for up to five facilities	\$500
	Small cell facilities on existing structures – for each facility beyond the first five facilities	\$100
	Small cell facilities on new structure – for each new structure	\$1,000
...		

[2214230RTCC]

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/26/2022	
<b>BOARD MEETING DATE</b>	11/15/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Board of Supervisors, Executive Office	
<b>SUBJECT</b>	Authorize the Executive Officer of the Board of Supervisors (Executive Officer) to execute Master Agreements (MAs) for Civil Service Commission (CSC) Hearing Officer Services.	
<b>PROGRAM</b>	Civil Service Commission Hearing Officer Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current CSC Hearing Officer Services MAs expire December 12, 2022.	
<b>COST &amp; FUNDING</b>	<b>Total cost:</b> \$1,100,000	<b>Funding source:</b> Funding is available in the Executive Office's Adopted Budget and is offset by billing County departments and contract cities who require this service.
	<b>TERMS (if applicable):</b> The MA term shall consist of three (3) years, with two (2) one (1) year renewal options and one six-month extension, for a maximum total MA term of five (5) years and six (6) months.	
	<b>Explanation:</b> Rates are standardized for all contractors under the MA. Services are used on an as-needed basis with an estimated annual cost of \$1,100,000.	
<b>PURPOSE OF REQUEST</b>	Approve and authorize the Executive Officer to execute MAs for CSC Hearing Officer Services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• Total number of contractors – 16</li> <li>• Contractors will provide Hearing Officer Services to the CSC. Hearing Officers shall preside over administrative hearings and comply with all Civil Service Rules and Procedures. Additionally, Hearing Officers may participate in the optional Mediation Program as a Mediator to provide all parties the opportunity to resolve their appeals through Mediation.</li> <li>• In February of 2022, Hearing Officer rates were amended for the current CSC Hearing Officer Master Agreements to include compensation for mediation services. The current CSC solicitation shall sustain the rates reflected in the current CSC Hearing Officer Master Agreements.</li> <li>• Currently, the CSC has one MOU with the City of Inglewood for CSC Hearing Services; however, CSC has previously provided services to the following cities: Bell, Beverly Hills, Claremont, Compton, Downey, El Segundo, La Canada Flintridge, Lakewood, Lancaster, La Verne, Lynwood, Manhattan Beach, Maywood, Palos Verdes Estates, Pomona, Redondo Beach, Rolling Hills Estates, San Fernando, South Gate, Vernon, and West Covina.</li> </ul>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	<b>Name, Title, Phone # &amp; Email:</b> <ul style="list-style-type: none"> <li>• Susan Huff, Acting Administrative Deputy, (213) 893-2509, <a href="mailto:shuff@bos.lacounty.gov">shuff@bos.lacounty.gov</a>.</li> <li>• Craig Hoetger, Executive Director, (323) 578-6315, <a href="mailto:choetger@bos.lacounty.gov">choetger@bos.lacounty.gov</a>.</li> </ul>	

**EXECUTIVE OFFICE**



BOARD OF SUPERVISORS  
CELIA ZAVALA  
EXECUTIVE OFFICER

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

KENNETH HAHN HALL OF ADMINISTRATION  
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**MEMBERS OF THE BOARD**

HILDA L. SOLIS

HOLLY J. MITCHELL

SHEILA KUEHL

JANICE HAHN

KATHRYN BARGER

November 15, 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:

**RECOMMENDATION TO APPROVE MASTER AGREEMENT FOR CIVIL SERVICE  
COMMISSION HEARING OFFICER SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request to approve a Master Agreement for Civil Service Commission Hearing Officer Services (Master Agreement) and authorize the Executive Officer of the Board of Supervisors (Executive Officer) to enter into and execute additional master agreements with other contractors throughout the term of the Master Agreement. The Executive Office of the Board of Supervisors, through the Master Agreement process, will be able to secure necessary hearing officer and mediation services to be used for Civil Service Commission appeals (Hearing Officer Services).

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Executive Officer, or her designee, to execute a new non-exclusive Master Agreement for Civil Service Commission Hearing Officer Services with 16 qualified contractors listed in Attachment I, in a format substantially similar to the sample Master Agreement provided in Attachment II, which has been approved as to form by County Counsel, effective upon Board approval for a term of three (3) years, with two one-year renewal options and one six-month extension exercisable by the Executive Officer.
2. Delegate authority to the Executive Officer, or her designee, to enter into and execute master agreements for Civil Service Commission Hearing Officer Services with additional contractors throughout the Master Agreement term upon the recommendation of the Executive Director of the Civil Service Commission, provided these contractors meet the minimum requirements and qualifications as outlined in the Request for Statement of Qualifications (RFSQ) released June 22, 2022.

3. Delegate authority to the Executive Officer, or her designee, to assign cases, hearings, or mediation services to contractors as a hearing officer or mediator and to approve and execute amendments to the Master Agreement for Civil Service Commission Hearing Officer Services, providing the amendments do not exceed the maximum term or significantly modify the pricing schedule of the Master Agreement, are consistent with your original Board-approved intent of the Master Agreement, are in accordance with any mandatory or otherwise Board-ordered contract provisions, and have been approved as to form by County Counsel.
4. Delegate authority to the Executive Officer of the Board of Supervisors, or her designee, to authorize non-material changes to the Master Agreements, pursuant to a change notice, for general County updates; and to terminate the Master Agreements for convenience, when such action is deemed by the Executive Office of the Board of Supervisors, in its sole discretion, to be in the County's best interest.
5. Delegate authority to the Executive Officer, or her designee, to execute, amend, or terminate Memorandum of Understandings (MOU) to provide Hearing Officer Services through the Master Agreement with contract cities, towns, or other public entities within the County of Los Angeles, provided a General Service Agreement (GSA) with said City is already in place.

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

The purpose of this recommendation is to replace the existing Master Agreement for the Los Angeles County Civil Service Commission (Commission) Hearing Officer Services for which the current agreement extension expires on December 12, 2022. In order to continue providing Hearing Officer Services, it is necessary to approve agreements with 16 contractors (Hearing Officers) for the Commission. The new Master Agreement also provides the Executive Officer with delegated authority to add qualified contractors (Hearing Officers) to the list upon the recommendation of the Executive Director of the Commission.

The Commission is a County Charter mandated independent commission, which serves as the administrative appellate body for classified employees who have received major discipline, such as discharges, reductions, suspensions in excess of five days, as well as for discrimination complaints filed by County employees. The Commission also hears appeals of the scored portions of employment examinations. The Commission utilizes as-needed Hearing Officers to preside over administrative hearings. The list of qualified contractors (Hearing Officers) will serve as a resource for parties litigating appeal hearings before the Commission. Additionally, the Commission presides over optional mediation meetings to provide all parties the opportunity to resolve their disputes through use of a mediator. The mediation program is a voluntary program and both parties must agree to participate.

The Commission also provides Hearing Officer Services to contract cities, towns, and/or public entities with an existing GSA in place. These services are provided through execution of an MOU, which cites all the applicable terms and conditions, scope, the City's and the County's responsibilities and appointees, and costs of services. The Commission has previously provided Hearing Officer Services to the following cities: Bell, Beverly Hills, Claremont, Compton, Downey, El Segundo, Inglewood, La Canada Flintridge, Lakewood, Lancaster, La Verne,

Lynwood, Manhattan Beach, Maywood, Palos Verdes Estates, Pomona, Redondo Beach, Rolling Hills Estates, San Fernando, South Gate, Vernon, and West Covina.

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

This action is consistent with the County's Strategic Plan Strategy III.3.4 Complete Business Continuity Planning.

### **FISCAL IMPACT/FINANCING**

Rates are standardized for all contractors under the Master Agreement. Services are used on an as-needed basis with an estimated annual cost of \$1,100,000. Funding for this service is available in the Executive Offices' Fiscal Year 2022-23 Adopted Budget. These costs are reimbursed to the Executive Office by County Departments, whose employees have been granted hearings and/or mediation before the Commission, and contract cities utilizing Hearing Officer Services.

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

The Commission is authorized to assign matters for hearing and/or mediation by hearing officers pursuant to Article IX, Section 34, of the County Charter and Rule 4 of the Civil Service Rules.

The Commission will assign cases to the hearing officers on a rotational basis. Rates are standardized for all contractors under the Master Agreement. The Executive Officer is also requesting authorization to execute Agreements with additional qualified contractors throughout the term of the Master Agreement. Doing so will ensure the availability of a sufficient number of hearing officers to ensure that administrative hearings continue to be conducted efficiently and in a timely manner.

The Master Agreement has been approved as to form by County Counsel and includes all of the Board required contract provisions such as Consideration of GAIN/GROW Program Participants for Employment, Recycled Bond Paper, Local Small Business Enterprise (SBE) Preference Program, Compliance with the County's Jury Service Program, Safely Surrendered Baby Law, County Lobbyist Ordinance Certification, the Defaulted Property Tax Reduction Program, and Zero Tolerance on Human Trafficking.

There is no impact to County employees as these services supplement current resources and are intermittent in nature.

### **CONTRACTING PROCESS**

In accordance with the County's contracting procedures and requirements, the Request for Statement of Qualifications (RFSQ) was released on June 22, 2022. The RFSQ was posted on the County's website and notification was emailed to existing contractors and numerous BAR associations. All questions received in response to the RFSQ were answered and posted on the County's website on July 20, 2022, as an addendum to the RFSQ. A total of 16 responses were received by September 9, 2022 and reviewed for compliance with the RFSQ. All 16 contractors (Hearing Officers) were determined to be qualified and are being recommended for Agreements.

The Honorable Board of Supervisors

11/15/2022

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

Approval of the Master Agreement will ensure continued uninterrupted services and assist in providing a well-rounded pool of qualified hearing officers to preside over hearings and mediation.

Respectfully submitted,

Celia Zavala  
Executive Officer, Board of Supervisors

CZ:AO:kn

Attachments

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

**Approved CSC Hearing Officer SOQs**

1. H. Stuart Waxman
2. Brent J. Rosenbaum
3. Steven Presberg
4. Sheri E. Ross
5. Sylvia Marks-Barnett
6. Irene Ayala
7. Elizabeth Moreno
8. Stephen M. Biersmith
9. Robert Klepa
10. The ADR Coach, Inc., Angela Shaw
11. Willie Hudson
12. Joseph P. Scully
13. David Beauvais
14. Ross Cerny
15. Barbara Miller
16. Dale Nowicki



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS**

**AND**

**(CONTRACTOR)**

**FOR**

**CIVIL SERVICE COMMISSION  
HEARING OFFICER SERVICES**

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**Appendix G**

Sample Master Agreement

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS  
AND**

---

**FOR  
CIVIL SERVICE COMMISSION  
HEARING OFFICER SERVICES**

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

**RECITALS**

WHEREAS, the County may contract with private businesses for as-needed Hearing Officer Services and optional Mediator Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Hearing Officer Services and optional Mediation Services; and

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

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

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

**1.0 APPLICABLE DOCUMENTS**

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

**Standard Exhibits:**

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Statement of Work
- 1.7 Exhibit G Pricing Schedule
- 1.8 Exhibit H Forms Required For Each Work Order Before Work Begins
  - H1 - COVID-19 Vaccination Certification of Compliance
  - H2 - Contractor Acknowledgment and Confidentiality Agreement

**Unique Exhibits:**

- 1.9 INTENTIONALLY OMITTED
- 1.10 INTENTIONALLY OMITTED
- 1.11 INTENTIONALLY OMITTED

1.12 EXHIBIT L - Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004

1.13 INTENTIONALLY OMITTED

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 Intentionally Omitted.**
- 2.4 Intentionally Omitted**
- 2.5 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 Intentionally Omitted.**
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Executive Officer:** Executive Officer of the Board of Supervisors.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Executive Office of the Board of Supervisors.
- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.15 Intentionally Omitted**

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit F. The execution of this Master Agreement does not guarantee a Contractor any minimum amount of business.

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

- 4.1 This Master Agreement is effective upon the date of its execution by Executive Officer of the Board of Supervisors or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 12, 2025 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and one six (6) month extension, for a maximum total Master Agreement term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.  
  
The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Executive Office of the Board of Supervisors at the address herein provided in Exhibit A.

### **5.0 CONTRACT SUM**

- 5.1 The Pricing Schedule is set forth in Exhibit G – Pricing Schedule. This section should cover the proposed fees for the requested services.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

5.3.1 The provisions of this Master Agreement shall continue to apply to all hearings and matters assigned to the Contractor but not completed prior to the expiration or termination of this Master Agreement. The County has the right to determine, in its sole discretion, whether the Contractor may continue providing services on cases, hearings or matters assigned to, but not completed by, the Contractor prior to the expiration or termination of this Master Agreement. Upon receiving written notification from the County's Project Manager, the Contractor shall provide all services required by this Master Agreement in accordance with all applicable terms thereof, including matters resubmitted by the CSC on cases or matters pending prior to the expiration or termination of the Master Agreement, and the Contractor shall be paid at the same rates specified herein for any such services rendered by the Contractor.

5.3.2 No new hearings, cases, or other matters will be assigned to the Contractor after expiration or termination of this Master Agreement. If any hearing, case or other matter is assigned to the Contractor after expiration or termination of the Master Agreement, the Contractor shall immediately notify the CSC of such assignment and shall refrain from performing services with regard to such assignment. The Contractor shall not be paid for any services rendered for any such new hearing, case or other matter assigned after expiration or termination of the Master Agreement.

## 5.4 Invoices and Payments

- 5.4.1 The Contractor shall invoice the County for providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement. Contractor shall separately invoice County for each assigned hearing on a fixed price per deliverable basis (see Exhibit G – Pricing Schedule).
- 5.4.2 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.3 All work performed by, and all invoices submitted by, Contractor issued hereunder must receive the written approval of County's Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.4 The Contractor's invoice shall contain at a minimum, the Contractor's name, address, payment remittance address, invoice date, invoice number, case number and any other description which would assist in identifying the work for which payment is claimed.

### 5.4.5 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in Exhibit G – Pricing Schedule.

#### **Fixed Price Per Deliverable:**

Each invoice submitted by Contractor shall specify:

- County number of the Contractor's Master Agreement;
  - Period of performance of work being invoiced;
  - Name(s) of persons who performed the work;
  - A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
  - Total amount of the invoice.
- 5.4.6 Invoices under this Master Agreement shall be submitted via email to the following:

Karen Magsino-Natividad  
[KNatividad@bos.lacounty.gov](mailto:KNatividad@bos.lacounty.gov)

**5.4.7 Local Small Business Enterprises – Prompt Payment Program** (if applicable)

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

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

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

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

**6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY**  
**COUNTY ADMINISTRATION**

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

**6.1 INTENTIONALLY OMITTED**

**6.2 INTENTIONALLY OMITTED**

**6.3 INTENTIONALLY OMITTED**

**6.4 County's Project Manager**

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

**7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

**7.1 Contractor's Project Manager**

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

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis.

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

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

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

**7.3 Approval of Contractor's Staff**

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

**7.4 Contractor's Staff Identification**

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

## **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

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

of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an extension letter shall be prepared and approved by the Executive Officer of the Board of Supervisors or his/her designee and shall be submitted to the Contractor prior to the expiration of the term of the Master Agreement.

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

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

## **8.3 Authorization Warranty**

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

#### **8.4 Complaints**

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

- 8.4.1 Within fifteen (15) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

#### **8.5 Compliance with Applicable Laws**

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and

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

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

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

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

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

### 8.7.2 Written Employee Jury Service Policy

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

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

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

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

## **8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List**

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

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

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

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

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

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

### **8.11.2 Chapter 2.202 of the County Code**

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

years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### 8.11.3 Non-responsible Contractor

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

#### 8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed

decision and recommendation of the Contractor Hearing Board.

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

#### 8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

8.13.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.14 County’s Quality Assurance Plan**

The County or its agent(s) will monitor the contractor’s performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor’s compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement

in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

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

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

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

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

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

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

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

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

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

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

#### **8.19 Force Majeure**

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events"). Covid-19 shall not be considered a force majeure event.

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

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

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

## **8.21 Independent Contractor Status**

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

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

## **8.22 Indemnification**

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

8.22.2 Hearing Officer and Mediation functions are quasi-judicial in nature and are protected by quasi-judicial immunity. The County will provide a defense to Hearing Officers who are sued in the scope of Hearing Officer duties.

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

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

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

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

certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Kyler Nathan, Contract Analyst  
Executive Office, Board of Supervisors  
500 W. Temple Street, Rm. 383  
Los Angeles, CA 90012  
E-mail: [solicitations@bos.lacounty.gov](mailto:solicitations@bos.lacounty.gov)

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

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

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

#### 8.23.3 Cancellation of or Changes in Insurance

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

#### 8.23.4 Failure to Maintain Insurance

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

#### 8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

#### 8.23.11 Application of Excess Liability Coverage

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

#### 8.23.12 Separation of Insureds

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

#### 8.23.13 Alternative Risk Financing Programs

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

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

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

### **8.24 Insurance Coverage**

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

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

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

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

- Professional Liability/Errors and Omissions

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

- Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall

be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

## **8.25 Liquidated Damages**

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

## **8.26 Most Favored Public Entity**

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

## **8.27 Nondiscrimination and Affirmative Action**

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

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

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

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

## **8.28 Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall

not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.29 Notice of Delays**

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

### **8.30 Notice of Disputes**

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

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

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

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

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

### **8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten

(10) days' prior written notice thereof to the other party. The Executive Officer of the Board of Supervisors or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

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

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

### **8.35 Public Records Act**

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

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

### **8.36 Publicity**

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify

its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

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

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

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

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

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal

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

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

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

### **8.38 Recycled Bond Paper**

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

### **8.39 Subcontracting**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall

provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

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

Kyler Nathan, Contracts Analyst  
E-mail: [solicitations@bos.lacounty.gov](mailto:solicitations@bos.lacounty.gov)

before any subcontractor employee may perform any work hereunder. Please include Contract Number in body of the email.

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

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

**8.41 Termination for Convenience**

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

**8.42 Termination for Default**

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Manager:
- Contractor has materially breached this Master Agreement;
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required as determined by the County either under this Master Agreement or any Work Order issued hereunder as deter; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or

negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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

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

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

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

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

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

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

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

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

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

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

#### **8.47 Validity**

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

#### **8.48 Waiver**

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

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

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

**8.52 Time off For Voting**

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

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

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

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

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

**8.54 INTENTIONALLY OMITTED**

**8.55 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment

Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

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

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

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

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

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel

coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

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

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

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Health Insurance Portability and Accountability Act of 1996**

**(HIPAA)**

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

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

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

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

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

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

**9.3 INTENTIONALLY OMITTED**

**9.4 INTENTIONALLY OMITTED**

**9.5 INTENTIONALLY OMITTED**

**9.6 Social Enterprise (SE) Preference Program**

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

## **9.7 INTENTIONALLY OMITTED**

## **9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
  2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**AUTHORIZATION OF MASTER AGREEMENT FOR  
CIVIL SERVICE COMMISSION HEARING OFFICER SERVICES**

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Executive Officer  
Board of Supervisors

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

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

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

**MASTER AGREEMENT FOR  
CIVIL SERVICE COMMISSION HEARING OFFICER SERVICES**

**TABLE OF CONTENTS OF EXHIBITS**

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- B CONTRACTOR'S ADMINISTRATION**
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- E SAFELY SURRENDERED BABY LAW**
- F STATEMENT OF WORK**
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## COUNTY'S ADMINISTRATION

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

### COUNTY PROJECT MANAGER:

Name: Karen Magsino-Natividad

Title: Deputy Compliance Officer

Address: Civil Service Commission, Hall of Administration, Rm. 522

500 W. Temple Street

Los Angeles, CA 90012

Telephone: (213) 974-2411

Facsimile: (213) 974-2534

E-Mail Address: KNatividad@bos.lacounty.gov

# CONTRACTOR'S ADMINISTRATION

\_\_\_\_\_  
CONTRACTOR'S NAME

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

**CONTRACTOR'S PROJECT DIRECTOR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

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

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

# *Safely* Surrendered *Baby Law*



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

No shame. No blame. No names.

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

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



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

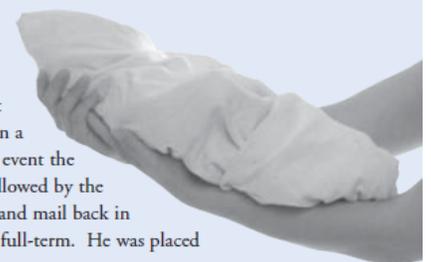
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



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



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

Sin pena. Sin culpa. Sin nombres.

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

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



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



# EXHIBIT F

## STATEMENT OF WORK

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# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

The County of Los Angeles, Executive Office of the Board of Supervisors ("Department") is seeking qualified contractors to enter into Master Agreements with the County to provide Hearing Officer Services and Mediator Services for the Civil Service Commission ("CSC").

Under this Master Agreement, a Hearing Officer is a Contractor who presides over administrative hearings to determine whether certified issues have been proven ("hearings"). The Hearing Officer rules on the admissibility of evidence, determines the credibility of witnesses, weighs facts presented, applies legal principles, complies with Civil Service Rules and Procedures, complies with the time frames set forth therein and prepares timely advisory reports with recommended findings of fact and conclusions of law for consideration by the CSC.

Additionally, the Hearing Officer may choose to participate in the Mediation Program as a Mediator to provide County departments and employees the opportunity to resolve their appeals through mediation.

Under this Master Agreement, a Mediator is a Contractor who presides over alternative dispute resolution meetings between parties to a CSC hearing ("Mediation"). The Mediation Program is a voluntary program and both parties of a case must agree to participate.

## 2.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

### 2.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

### 2.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **3.0 INTENTIONALLY OMITTED**

## **4.0 SPECIFIC WORK & COMPENSATION**

### **4.1 HEARING OFFICERS**

- 4.1.1 Contractor shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC (“Appeals”), as set forth in this SOW. Such services are contingent upon the availability of the Contractor to so act and the SOW by the Contractor to undertake such specific assignment or assignments in accordance with this SOW.
- 4.1.2 Said services under this SOW shall be performed as provided in this SOW and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Procedural Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.
- 4.1.3 The Contractor shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this SOW. At the time of assignment of an Appeal to the Contractor, the CSC shall establish the issues to be submitted for determination and recommendation by the Contractor. The Contractor shall render services only in regard to those specified issues and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.
  - 4.1.3.1 The Contractor must be available to commence a hearing within 45 business days.
  - 4.1.3.2 The Contractor must retain case files until the Commission issues its final decision on the assigned case or up to 12 months from the report submission date, whichever occurs first.
  - 4.1.3.3 The Contractor shall not grant more than three (3) continuance requests for each party per case without the prior written approval of the Executive Director.
  - 4.1.3.4 The Contractor must respond to all inquiries made by Commission staff within five (5) business days.
- 4.1.4 After conducting a hearing assigned by the CSC, the Contractor shall submit a written report as provided herein, which shall meet all the

requirements set forth in this SOW. Unless otherwise provided by this SOW, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

- 4.1.5 The Hearing Officer's reports shall include, at a minimum, (1) an executive summary; (2) a concise statement of the facts; (3) a discussion and analysis of each of the issues presented and, if appropriate, each of the charges alleged; (4) findings of fact that address each of the issues presented and, if appropriate, each of the charges alleged; (5) conclusions of law; and (6) recommendations for action by the Commission. The report shall be in a format as provided by the Commission, which may be revised from time to time. The recommendation shall be supported by the findings and the findings shall be supported by the evidence.
- 4.1.6 A full day shall include one 15-minute break in the morning and one 15-minute break in the afternoon. The lunch period shall be one hour. Half-day hearings shall include one 15-minute break.

## **4.2 HEARING OFFICER TRAINING**

- 4.2.1 The Contractor shall attend mandated hearing officer annual training(s) at the direction of the Civil Service Commission's Executive Director. Hearing officer training will be provided at no expense to the Contractor.
- 4.2.2 All Hearing Officer training required by the Contract and the SOW will be monitored by the County pursuant to Paragraph 5.0 of this SOW.

## **4.3 HEARING OFFICER COMPENSATION**

- 4.3.1 Compensation for Hearings: For the purpose of determining compensation for hearings assigned by CSC under this SOW, a hearing shall consist of being present at the CSC or at a location as approved by the Commission for the purpose of conducting the assigned hearing. A pre-hearing conference may consist of a meeting with the Hearing Officer assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing.
- 4.3.2 At the time an Appeal is assigned to the Contractor, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer Services pursuant to this SOW. Regardless of the amount of time spent in providing Hearing Officer services, the Contractor shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable hours so established

unless the CSC Executive Director has provided prior written authorization for such services.

- 4.3.3 If a scheduled date for a hearing or pre-hearing conference assigned to the Contractor is canceled, with five (5) business days' notice or less, the Contractor shall be compensated for an eight (8) hour day only if the cancellation is because the hearing is not held as a result of a withdrawal of an appeal; or the nonappearance of appellant or appellant's counsel that constitutes a withdrawal under CSR 4.08B; or a hearing which has commenced but consumes less time than was originally estimated, resulting in the end of the hearing phase of the case (no further hearing dates needed).
- 4.3.4 If the Contractor has more than three (3) personal cancellations, without good cause, the contract may be terminated.
- 4.3.5 The CSC Executive Director may authorize that the Contractor receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Contractor must review specialized material of a technical, scientific or legal nature; or when the Contractor is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of competent jurisdiction for which the Contractor is required to review the record of the prior hearing. Said authorization must be in writing and approved by the CSC Executive Director. If so authorized, the Contractor shall be entitled to receive compensation at the rate of \$150 per hour with a maximum daily rate of \$1200 per day for the authorized hours as established in Subparagraph 4.2.2 above.
- 4.3.6 Compensation for Hearing Officer Reports: The Contractor is entitled to compensation for reports prepared for the CSC as provided in the **Pricing Schedule—Exhibit G**. The Contractor is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.
- 4.3.7 The Commission, or its representative may, in its sole discretion and at no additional cost, remand any report for clarification or further findings of fact. If the Commission remands the report to the Contractor more than twice during the term of the Contractor's contract due to inefficiencies, the Contractor's contract may be terminated.
- 4.3.8 The annual Hearing Officer training(s) will be compensated at the hourly rate, up to the maximum daily rate, for a maximum of two (2) full days, as specified in the Pricing Schedule (Exhibit G).

- 4.3.9 The County reserves the right to cancel Hearing Officer training(s) at any given time and date, for any reason, including force majeure or other unforeseeable events that render the execution of the training impossible. The Contractor shall not be compensated for any trainings that have been cancelled, including trainings that are cancelled within 24 hours of the scheduled training date.

#### **4.4 MEDIATORS**

- 4.4.1 Upon the County's approval, Contractors with the requisite experience and mediation training may be selected to act as a Mediator for the CSC in connection with Mediator services as set forth in this SOW. Mediation services include conducting Mediation, i.e., a conflict resolution process in which a neutral mediator assists parties through constructive discussion and negotiation of their issues in order to reach a mutually acceptable resolution, and pre-mediation conference. Said services are at the County's sole discretion and contingent upon the availability of the Contractor to undertake such specific assignment in accordance with this SOW.
- 4.4.2 Mediator services shall be performed as provided in this SOW and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Procedural Rules of the CSC, and any and all specific requirements or directives imposed by the CSC.
- 4.4.3 The Contractor shall conduct Mediator services as assigned by the CSC and in accordance with the terms of this SOW.
- 4.4.4 After conducting a Mediation assigned by the CSC, the Contractor's Mediator services terminate for that case and the Contractor is not required to submit a written report in connection with the mediated case.
- 4.4.5 A Mediation Session shall consist of a pre-mediation conference and a Mediation. The pre-mediation conference is optional and may occur via telephone or video conference platform. The pre-mediation conference will be held for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions at issue to be presented at the mediation. The Mediator will not receive any additional compensation for pre-mediation conferences. The parties will then meet with the assigned Mediator at the CSC or at a location approved by the Executive Director of the CSC for the purpose of conducting the Mediation.

A Mediation Session for a designated CSC case shall consist of a maximum one (1) hour optional pre-mediation conference with the

parties, and a maximum three (3) hour Mediation, for a maximum amount of four (4) hours. The Mediator shall read all mediation briefs submitted by the parties and meet with the parties for a maximum time of three (3) hours to resolve all conflicts and reach an agreement.

The Mediator shall not grant additional time for the parties to reach an agreement. Any additional time allotted by the Mediator will not be compensated. Drafting of the agreement will be the sole responsibility of the parties, and not the Mediator. If the parties fail to reach an agreement, the Appeal will proceed to hearing with the assigned hearing officer, who shall not be the same hearing officer that conducted the mediation.

- 4.4.6 The Contractor shall not schedule more than two (2) Mediations in one day. A full day shall include one (1) Mediation in the morning and one (1) Mediation in the afternoon.
- 4.4.7 Contractor must be impartial, competent, and ensure each party is able to participate fully in the mediation process. Mediation Sessions must be kept confidential. If the dispute is not resolved at the Mediation and goes to hearing or judicial proceeding, any discussions that took place during the Mediation will not be considered in the CSC hearing. Parties will be required to sign an agreement to this effect prior to the Mediation.

#### **4.5 MEDIATOR TRAINING**

- 4.5.1 If the Contractor is qualified and approved by the County as a Mediator, the Contractor must attend additional annual training for mediators at the direction of the Civil Service Commission's Executive Director. Hearing officer training will be provided at no expense to the Contractor.
- 4.5.2 All Mediator training required by the Contract and the SOW shall constitute services that will be monitored by the County pursuant to Paragraph 5.0 of this SOW.

#### **4.6 MEDIATOR COMPENSATION**

- 4.6.1 For the purpose of determining compensation for Mediator services under this SOW, the maximum amount of compensable time allowable for providing Mediator services for one (1) CSC case pursuant to this SOW is one (1) Mediation Session. Regardless of the amount of time spent in providing Mediation services, the Contractor shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable Mediation Sessions.
- 4.6.2 The Contractor is entitled to a cancellation fee if either party fails to attend the scheduled Mediation unless it can be rescheduled on a mutually agreeable date prior to the date of the CSC hearing.

- 4.6.3 The Contractor will not be compensated for attending mediator training.
- 4.6.4 The County reserves the right to cancel Mediator training(s) at any given time and date, for any reason, including force majeure or other unforeseeable events that render the execution of the training impossible. The Contractor shall not be compensated for any trainings that have been cancelled, including trainings that are cancelled within 24 hours of the scheduled training date.

## **5.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) chart, Attachment 1 of Exhibit F-1, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

**EXHIBIT F**

**STATEMENT OF WORK  
ATTACHMENTS**

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1 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART .....	1

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Exhibit F – Statement of Work (4.1.2)	Pursuant to CSC Procedural Rule 5.06, absent extraordinary circumstances, a hearing officer shall only continue a matter one time and for no more than fifteen (15) business days	Inspection of case file(s)	Failure to document the extraordinary circumstances may result in termination of the contract
Exhibit F – Statement of Work (4.1.2)	The Contractor shall conclude the case within 24 (twenty-four) months of the date the appeal is filed to the day the report is submitted.	Inspection of case file(s)	Failure to conclude a case in a timely manner may result in termination of the contract
Exhibit F – Statement of Work (4.1.3.3)	The Contractor shall not grant more than three (3) continuances per each party per case regardless of any circumstances.	Inspection of case file(s)	Continuances granted in excess of maximum allowed may result in termination of the contract
Exhibit F – Statement of Work (4.1.3.4)	The Contractor must timely respond to all inquiries made by Commission staff within five (5) business days.	Documentation	Failure to timely respond to inquiries made by Commission staff may result in non-assignment of a case and/or termination of the contract.
Exhibit F – Statement of Work (4.1.4)	Contractor shall submit a written report after conducting a hearing within thirty (30) calendar days.	Documentation	Failure to submit the report timely may result in termination of the contract
Exhibit F – Statement of Work (4.1.6)	Contractor shall observe the work hours.	Documentation as provided by the Contractor in the hearing notes	Failure to adhere to set work schedule, without prior authorization, may result in termination of the contract

Exhibit F – Statement of Work (4.3.2)	The CSC Executive Director shall establish, in writing, the maximum number of compensable days for hearings.	Documentation	No compensation for additional services if not pre-authorized
Exhibit F – Statement of Work (4.3.4)	Contractor shall have no more than three (3) personal cancellations without good cause.	Documentation	More than three (3) personal cancellations without good cause may result in termination of the contract
Exhibit F – Statement of Work (4.1.2, 4.1.3.1)	Contractor must be available to commence a hearing within 45 business days.	Documentation	Failure to commence the hearing within 45 business days may result in termination of the contract
Exhibit F– Statement of Work (4.1.5)	The Contractor's report shall be in compliance with the approved format.	Inspection of case file(s)	More than two (two) remands by the Commission may result in termination of the contract
Exhibit F– Statement of Work (4.1.3.2)	The Contractors must retain case files until the Commission issues its final decision on an assigned case or up to 12 months from the report submission date, whichever occurs first.	Inspection of case file(s)	Failure to adhere to the records retention policy may result in non-assignment of a case and/or termination of the contract.
Exhibit F – Statement of Work (4.2.1, 4.5.1)	The Contractor shall attend all applicable annual trainings as directed by the CSC Executive Director.	Documentation	Failure to attend required annual trainings may result in termination of the contract

# EXHIBIT G

## PRICING SCHEDULE

### A. Exhibit G Pricing Schedule is hereby to read as follows:

#### 1. Hearing Officer Services

**Hearing Services:** Compensation to the Contractor for Hearing Officer Services rendered for Civil Service Commission (hereinafter "CSC") pursuant to this Master Agreement shall be \$150 per hour with a maximum daily compensation rate of \$1,200 per day. A full day of hearing shall be from the hours of 9:00 a.m. to 5:00 p.m., with one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. The lunch period shall be one (1) hour. A half-day of hearing shall be compensated for four (4) hours and will include a fifteen (15) minute break.

**Hearing Officer Training:** Compensation to the Contractor for attendance of mandated Hearing Officer Trainings for CSC pursuant to this Master Agreement shall be compensated at the hourly rate, up to the Hearing Officer Services maximum daily rate, for a maximum of two (2) full days. The Contractor shall not be compensated for any trainings which have been cancelled.

**Cancellations:** The Contractor may request a \$1,200 cancellation fee, should either party need to reschedule or cancel a hearing, due to "extraordinary circumstances". As used in this Exhibit G, extraordinary circumstances do not include any cancellation or continuance of any scheduled hearing that results from, or is due to, the negligence or misconduct of the Contractor. If the Contractor grants a request for continuance made less than five (5) business days from the scheduled hearing date, the Contractor must submit a written request to the CSC Executive Director to receive compensation for the cancelled or continued hearing date. The written request must be submitted to the CSC Executive Director at least two (2) weeks prior to the submission of their invoice. The CSC Executive Director shall determine if the continuance or cancellation was necessary due to the cited extraordinary circumstances and may award any amount up to \$1,200 as a cancellation fee. The Contractor will not receive compensation for any cancellation or continuance that is granted more than five (5) business days from the scheduled hearing date.

**Hearing Officer Report:** For each report the Contractor is entitled to compensation, not to exceed, as provided herein, he or she shall be paid \$112.50 per hour for the time period allotted for preparation of the report ("Maximum Allowable Write-Up Period") according to the following schedule:

<u>Days of Hearing</u>	<u>Maximum Allowable Write-Up</u>
1 – 2	\$900 - \$1,350
3 – 4	\$2,700 - \$3,150

For Appeals requiring hearings in excess of seven (7) days, if the Contractor reasonably believes that he or she requires time in addition to the Maximum Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional hours, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Contractor before acting upon said request. The Contractor may be compensated for preparation of reports with prior written approval by the CSC Executive Director.

The Contractor is entitled to compensation for reports prepared for the CSC as provided in this SOW. The Contractor is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

The Commission, or its representative may, in its sole discretion and at no additional cost, remand any report for clarification or further findings of fact. If the Commission remands the report to the Contractor more than twice during the term of the Contractor's contract due to inefficiencies, the Contractor's contract may be terminated.

## 2. Mediation Services and Training

**Mediation Services:** Compensation to the Contractor for Mediation Services rendered for the CSC pursuant to this Master Agreement shall be \$1,000 per Mediation Session with a Mediation Services maximum daily compensation rate of \$2,000 per day for two (2) mediation sessions per day. The Mediator will not receive any additional compensation for pre-mediation conferences, or any time spent in preparation of the Mediation Session. A full day of mediation shall be from the hours of 9:00 a.m. to 12:00 p.m. for the morning session or 1:00 p.m. to 4:00 p.m. for the afternoon session, with one (1) fifteen (15) minute break in each session and inclusive of pre-mediation preparation that occurs outside of the scheduled full session time, including the optional pre-mediation conference with the parties.

**Mediator Training:** Contractor attendance for CSC Mediation Services trainings pursuant to this Master Agreement will not receive additional compensation. Contractors selected to provide Mediation Services are required to attend all CSC Mediation Program trainings.

**Cancellations:** The Contractor is entitled to a \$1,000 cancellation fee if either party fails to attend the scheduled Mediation unless it can be rescheduled on a mutually agreeable date prior to the date of the CSC hearing.

# EXHIBIT H1

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

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

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

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

\*Contractor Personnel includes subcontractors.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County. Work cannot begin until County receives this executed document.)

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

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

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

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

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of Signer (please print)

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/26/2022	
<b>BOARD MEETING DATE</b>	11/15/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Board Office SD2	
<b>SUBJECT</b>	Approve a new 5-yr Lease for 2,099 square feet of office space and 6 on site parking spaces at 20101 Hamilton Ave, Torrance	
<b>PROGRAM</b>	Field Office for SD2	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The program needs to have the lease expedited to meet SD2 program goals.	
<b>COST &amp; FUNDING</b>	Total cost: \$888,000	Funding source: Funded 100 percent with Executive Office's (EO) existing resources and there will be no impact on net County costs.
	TERMS (if applicable): The proposed will have an annual lease cost of \$270,298 in year 1, which includes the Lump sum payment to ISD for the Low Voltage/ Telecommunications systems. The first year's base rent is \$62,970, plus an additional rent for the turnkey buildout of \$72,038, for a first-year total rent of \$135,008. Because the rental rate is inclusive of the Turnkey Buildout Costs, there are no TI allowances specified in this lease. If actual costs exceed the construction budget, they will be the landlords' responsibility.	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the lease term is included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to the Executive Office. The costs for Low Voltage items will be paid ISD, billed to the Executive Office, and are not part of the proposed lease costs.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and provide the necessary office space needs for BOS SD2.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The facility adequately meets the office space needs of EO SD2.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Michael Navarro CEO-Real Estate Division 213-974-4364; MNavarro@ceo.lacounty.gov	



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT  
Chief Executive Officer

Board of Supervisors  
HILDA L. SOLIS  
First District

HOLLY J. MITCHELL  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

November 15, 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:

**FIVE-YEAR LEASE  
BOARD OF SUPERVISORS  
20101 HAMILTON AVENUE, TORRANCE  
(SECOND DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed new five-year lease for 2,099 square feet of office space, and six on-site parking spaces for the Executive Office, Board of Supervisors (EO) Second District (SD2) field office.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Omninet Hamilton L.P. (Landlord), for 2,099 square feet of office space, and six on-site parking spaces located at 20101 Hamilton Avenue, Torrance, CA 90502 to be occupied by SD2. The estimated maximum first year rental cost including base rent and additional rent for the turnkey tenant improvement work is \$135,008. The estimated total lease cost, including parking, estimated utilities and low voltage is \$888,000 over the five-year term. The costs will be funded 100 percent with the EO's existing resources and there will be no impact on net county cost.

3. Authorize the EO to contract with and direct the Internal Services Department (ISD), in coordination with the Chief Executive Officer, or her designee, to contract with the Landlord for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low Voltage Items) at a total cost not to exceed \$120,534 to be paid in a lump sum. The cost for the Low Voltage Items is in addition to the rental costs.
4. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the terms of the proposed lease.

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

Due to the change in supervisorial district boundaries, SD2 has determined there is a need for an additional field office in the South Bay area. The proposed 2,099 square feet of office space and six tandem parking spaces will provide SD2 constituents with direct and local access to the SD2 staff who serve as an administrative branch. The facility will house four staff. The facility is freeway accessible, in proximity to the 110 and 405 freeways. The location is served by local public transportation services. The facility is in the southern part of the City of Los Angeles and in close proximity to the cities of Hawthorne, Lawndale, Inglewood, Redondo Beach, Compton, Carson, and El Segundo, as well as various unincorporated communities. The facility will allow SD2 to operate out of a new facility with adequate parking for staff and visitors.

The facility houses two other County Departments, Mental Health (DMH) and Public Social Services (DPSS). DMH occupies 21,164 square feet to operate an administrative program known as the Continuum of Care Reform Clinical Operations South, serving the youth. There are no client visitors under this program. DPSS recently completed their lease buildout consisting of 133,272 square feet. DPSS programs will consist of In-Home Supportive Services, Welfare Fraud Prevention & Investigations, and Medi-Cal programs.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal 3 of *“Realize Tomorrow’s Government Today”* directs that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

The proposed lease is also consistent with the Strategic Asset Management Goal of strengthen connection between service priorities and asset decisions and Key Objective No. 3 Optimize Real Estate Portfolio.

The proposed lease supports the above goals and objective by providing SD2 with a district field office where they currently have no presence in a central location, providing easy access to information and services to SD2 residents and constituents. In addition, co-housing SD2 in a facility that is already occupied by two other County Departments, wherein the larger tenants can make their conference rooms and other general circulation areas available to each other, maximizing the use of their leased space.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

### **FISCAL IMPACT/FINANCING**

The aggregate cost associated with the proposed lease over the entire term is \$888,000 as shown on Enclosure B. The Fiscal Year (FY) 2022-23 Final Adopted Budget includes funding for the annual lease and one-time low voltage costs in the Provisional Financing Uses budget and will be transferred to the EO during the Mid-Year budget Adjustment.

In addition, sufficient funding for the proposed lease costs for the first year of the proposed lease term is included in the FY 2022-23 Rent Expense budget and will be billed back to the EO. The costs for Low Voltage Items will be paid by ISD, billed to the EO, and are not part of the proposed lease costs.

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

In addition to the terms previously stated, the proposed lease also includes the following provisions:

- In the first year, the base rent is \$62,970 or \$30 per square foot and additional rent, which is landlord's cost to construct the tenant improvements on a turnkey basis, is \$72,038 or \$34.32 per square foot, for a first-year total rent of \$135,008 or \$64.32 per square foot.
- Base rent is subject to fixed annual increases of 2 percent per annum.
- The tenant improvement (TI) costs are to be provided entirely by the Landlord through the turnkey lease agreement, wherein the TI buildout costs are factored into the rental rate as additional rent.
- There are no TI allowances nor change orders involved in this turnkey lease.
- The lease will not include the cost of procuring furniture such as workstations, conference room furniture, chairs, and other personal property, as that will be procured directly by the EO.

- The County will pay \$120,534 for the lump sum cost of the Low Voltage Items. There is no Telecommunication Equipment Service Management Agreement contract, thereby the Low Voltage costs cannot be paid in installments.
- The Landlord is responsible for the operating, maintenance, and janitorial cost of the building, and the County is responsible for electricity costs, including after-hours heating, ventilation, and air conditioning costs. The County is not subject to the building's operating expense increases.
- Parking for six on-site spaces will be at a separate cost of \$100 per tandem parking space, or \$600 per month, or \$7,200 per year.
- A five-year initial term with no option to extend the proposed lease. The County will renegotiate the rental rate if they elect to renew at the end of the initial term.
- The County does not have the right to terminate the proposed lease early.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will increase by 10 percent of the base rent at the time of the lease expiration. The increase will be waived by the Landlord if the County pursues negotiations for a lease renewal.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence 30 days after completion of the TIs by the Landlord and acceptance of the premises by the County.
- The County agrees to indemnify the Landlord and Landlord parties from all liability and claims for damages which arise out of the presence of hazardous materials on the premises caused by the County or the County's contractors, agents or employees.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website. No responses were received for this small office requirement. SD2 toured and considered other County-leased facilities, however, SD2 found the subject property to be the most suitable layout with its own separate entrance, a garden courtyard and adequate parking. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$25.56 and \$42.00 per square foot, per year on a full-service gross basis. The base annual rental rate of \$30.00 per square foot, per

year for the proposed lease represents a rate that is within the market range for the area. When factoring in the additional rent for turnkey TI buildout, the all-inclusive rental rate becomes \$64.32 per square foot per year. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the proposed facility as the most suitable to meet the County's space requirements.

SD2 indicated co-working space was not suitable for their program, as they intend to utilize the proposed leased facility to serve as a community office for staff as well as a location for community member meetings.

Enclosure C shows all County-owned and leased facilities within the surveyed areas and there are no suitable County-owned or leased facilities available for this space requirement. The Department of Public Works has inspected the facility and found it suitable for County occupancy. Construction of the TIs on a turnkey basis by the Landlord will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter to the City of Los Angeles has been sent in accordance with Government Code section 25351.

County Counsel has reviewed the enclosed lease and has approved it as to form. The proposed lease is authorized by Government Code section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will provide a suitable office location for the SD2's administrative branch, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Enclosure D.

## **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor TIs within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

The Honorable Board of Supervisors

November 15, 2022

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Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

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

The proposed lease will adequately provide the necessary office space, and parking spaces for this County requirement. SD2 concurs with the proposed lease and recommendations.

**CONCLUSION**

It is requested that the Executive Office, Board of Supervisors, return one certified copy of the Minute Order, and an adopted, stamped copy of this Board letter to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:MN:FC:gb

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Internal Services

**BOARD OFFICE SECOND SUPERVISORIAL DISTRICT  
20101 HAMILTON AVENUE, TORRANCE  
Asset Management Principles Compliance Form<sup>1</sup>**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>		X	
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>		X	
C	Does this lease centralize business support functions? <sup>2</sup>		X	
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>Approximately 524 sq.ft. per person (based on 4 staff) due to the sharing of conference rooms, breakrooms and common areas.</b>		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> <b>Approximately 1.91/1000</b>		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	X		
2. <u>Capital</u>				
A	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long-term County program?		X	
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report enclosed as Enclosure C?	X		
G	Was build-to-suit or capital project considered? <sup>2</sup> <b>This was intended as a short term lease.</b>		X	
3. <u>Portfolio Management</u>				
A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			X
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. ____ No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. <u>X</u> The Program is being co-located.(DPSS and DMH in the same facility)			
E	Is lease a full-service lease? <sup>2</sup> <b>Lease is modified gross (net electricity)</b>		X	
F	Has growth projection been considered in space request?	X		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	X		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

**OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS**

20101 Hamilton Avenue, Suite 170  
 Board of Supervisors

Leased Area (sq.ft.)	2,099	
Term (months)	60	
Annual Rent Adjustment	2%	
	<b>Cost Per RSF Per Month</b>	<b>Cost Per RSF Per Year</b>
Rent	\$5.36	\$64.32
Parking Rent (\$100 per space)	\$600.00	\$7,200.00
Utility (Electricity) Costs	\$0.30	\$7,556.40
	<b>Lump Sum</b>	
LV (TESMA Labor & Materials)	\$120,534.00	

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	Total 5 Year Rental Costs
Annual Rent Costs <sup>(1)</sup>	\$135,008	\$136,267	\$137,552	\$138,862	\$140,198	<b>\$688,000</b>
Annual Parking Costs <sup>(2)</sup>	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	<b>\$36,000</b>
Utilities Costs <sup>(3)</sup>	\$7,556	\$8,085	\$8,651	\$9,257	\$9,905	<b>\$44,000</b>
Total Cost Paid to Landlord	\$149,764	\$151,552	\$153,403	\$155,319	\$157,303	<b>\$768,000</b>
Low Voltage Costs (ISD Labor & Materials) <sup>(4)</sup>	\$120,534	\$0	\$0	\$0	\$0	<b>\$121,000</b>
<b>Total Annual Lease Costs</b>	<b>\$270,298</b>	<b>\$151,552</b>	<b>\$153,403</b>	<b>\$155,319</b>	<b>\$157,303</b>	<b>\$888,000</b>

**Footnotes**

- <sup>(1)</sup> The Base Rent \$2.50 per sf per month is subject to fixed two percent (2%) increases per annum. The Turnkey TI costs component is the additional rent of \$310,584, amortized at 6% over 5 years and amounts to \$2.86 per sf per month. The \$2.86 per sf per month additional rent added to \$2.50 per sf per month Base Rent totals \$5.36 per sf per month. The total Costs Paid to Landlord for the first year is \$149,764 (inclusive of parking and utilities).
- <sup>(2)</sup> Tenant is responsible for parking fee of \$100 per space per month x 6 tandem spaces = \$600/month or \$7,200 annually.
- <sup>(3)</sup> Tenant is responsible for the cost of electricity supplied to the Premises. (estimated at \$0.30/SF/month), with estimated annual increases of 7 % per year.
- <sup>(4)</sup> Low Voltage/Telecommunications costs based upon an estimate from ISD. To be paid via Lump Sum payment. This cost is to be paid by BOS to ISD direct.

## ENCLOSURE C

**BOARD OFFICE SECOND SUPERVISORIAL DISTRICT  
SPACE SEARCH – 3 MILE RADIUS  
20101 HAMILTON AVENUE, TORRANCE**

<b>PROPERTY ID</b>	<b>Name</b>	<b>Address</b>	<b>Ownership Type</b>	<b>Gross Sq Ft</b>	<b>Net Sq FT</b>	<b>Vacant</b>
T525	Sheriff - Carson Station Trailer - Mcad	21356 S Avalon Blvd Carson 90745	Owned	672	605	NONE
2114	Harbor - County Transportation Office H - 1	1000 W Carson St. Torrance 90502	Owned	830	670	NONE
2963	Harbor - DHS - CHDP Office Cottage #14	1000 W Carson St. Torrance 90502	Owned	875	678	NONE
2964	Harbor - Nursing (Home Health Care) Cottage #16	1000 W Carson St. Torrance 90502	Owned	875	678	NONE
2965	Harbor - Pediatrics Cottage #18	1000 W Carson St. Torrance 90502	Owned	875	678	NONE
X904	Harbor - REI Emergency Medicine Office N - 7	1000 W Carson St. Torrance 90502	Owned	1,011	672	NONE
2958	Child Health Disability & Prevention N - 34	1000 W Carson St. Torrance 90502	Owned	1,125	874	NONE
4479	Animal Control #3 - Administration Building	216 W Victoria St. Carson 90248	Owned	1,495	662	NONE
X907	Harbor - Nursing Practice Affairs Building N - 18	1000 W Carson St. Torrance 90502	Owned	2,160	1,586	NONE
A451	DMH - Gardena Wellness Center	1300 W 155th St. Gardena 90247	Leased	2,160	2,052	NONE
2061	Harbor - Medical Records Building N - 6	1000 W Carson St. Torrance 90502	Owned	2,257	1,824	NONE
A389	PW - Inc City Office/Area 1 Fire Prevention Office	701 E Carson St. Carson 90745	Gratis Use	2,439	2,439	NONE
2054	Harbor - Public Health Programs Building N - 22	1000 W Carson St. Torrance 90502	Owned	2,650	2,120	NONE
T606	Harbor - Environmental Health & Safety Building N - 32	1000 W Carson St. Torrance 90502	Owned	3,600	3,144	NONE
2869	Harbor - Medical Records Office F - 8	1000 W Carson St. Torrance 90502	Owned	3,616	2,239	NONE
2093	Harbor - REI Medicine Offices E - 2	1000 W Carson St. Torrance 90502	Owned	4,007	3,611	NONE

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease for the Second District (SD2) – 20101 Hamilton Avenue, Torrance.

**A. Establish Service Function Category** – This location provides a field office and administrative program for the Second Supervisorial District.

**B. Determination of the Service Area** – The proposed lease will allow SD2 to establish a presence in the neighboring communities within their District. The site is located within close proximity to the Interstate 110 freeway.

### C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: The proposed facility is in proximity to the communities of Hawthorne, Inglewood, City of Redondo Beach, Carson and the city of Los Angeles (South, Southeast and unincorporated areas). This will serve as a field office for SD2.
- Need for proximity to existing County facilities: SD2 need not be located within proximity to other County facilities.
- Need for proximity to Los Angeles Civic Center: The current site will serve residents and constituents in the Southeast County Area. The location is 17 miles from downtown Los Angeles, the Board Office headquarters.
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., the Torrance Transit System as well as the LA Metro Bus System, and is within ¼ mile proximity of the 110 freeway and ½ mile proximity to the 405 freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There is no adequate space available in existing County-owned buildings to meet SD2's service needs.

- Compatibility with local land use plans: The City of Los Angeles (Torrance Post Office) has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The first year annual base rent of \$62,970 or \$30 per square foot and additional rent, which is landlord's cost to construct the tenant improvements on a turnkey basis, is \$72,038 or \$34.32 per square foot, for a first year total rent of \$135,008 i.e., \$64.32 per square foot, plus \$7,200 for annual parking costs, plus electric utility costs estimated as \$7,556 per year, and \$120,534 in low-voltage costs total approximately \$270,298 over the first year of the proposed lease.

#### **D. Analyze results and identify location alternatives**

Based upon the space and services needs of SD2, staff surveyed the immediate area to determine the availability of comparable and more economical site alternatives.

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$25.56 and \$42.00 per square foot per year on a full-service gross basis. The base annual rental rate of \$30.00 for the proposed lease represents a rate that is within the market range for the area. When factoring in the additional rent for turnkey buildout, the all-inclusive rate becomes \$64.32 per square foot per year.

#### **E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria**

The proposed lease will provide adequate and efficient office space for SD2 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant**

**OMNINET HAMILTON, LP – Landlord**

**20101 HAMILTON AVENUE**

**SUITE 170**

**TORRANCE, CALIFORNIA**

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## **EXHIBITS**

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Landlord's Work Letter

**ADDENDUM NO. 1** – Additional Terms to Lease Agreement

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between OMNINET HAMILTON LP, a Delaware limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

<p>(a) Landlord's Address for Notices:</p>	<p>OMNINET HAMILTON, LP 9420 Wilshire Blvd., Suite 400 Beverly Hills, CA 90212 Attn: Michael Danielpour Email: <a href="mailto:Michael@omninet.com">Michael@omninet.com</a></p> <p>With a copy to:</p> <p>Omninet Property Management, Inc. 9420 Wilshire Boulevard, Suite 400 Beverly Hills, CA 90212 Attention: Commercial Operations</p> <p>All Rent payments shall be delivered to:</p> <p>Omninet Hamilton, LP 9420 Wilshire Boulevard, Suite 400 Beverly Hills, CA 90212 Attention: Accounts Receivable</p> <p>If by ACH or wire transfer to:</p> <p>ABA number: 122243156 Account number: 4805594 Account Name: Omninet Hamilton LP Bank: Israel Discount Bank of New York</p> <p>Bank Address:</p> <p>888 S. Figueroa St. Suite 3550</p>
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	Los Angeles, CA 90017
(b) Tenant's Address for Notices:	<p>County of Los Angeles  Chief Executive Office - Real Estate Division  320 West Temple Street, 7th Floor  Los Angeles, CA 90012  Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles  Office of the County Counsel  648 Kenneth Hahn Hall of Administration  500 West Temple Street, Suite 648  Los Angeles, CA 90012-2713  Attention: Property Division</p>
(c) Premises:	Approximately 2,099 rentable square feet, designated as Suite 170, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 20101 Hamilton Avenue, Torrance, California, which is currently assessed by the County Assessor as APN 7351-033-017 (the "Property");
(e) Term:	Five (5) years, commencing thirty (30) days after the date of Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the fifth annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	May 1, 2023
(g) Irrevocable Offer Expiration Date: (see Section 33)	December 1, 2022

(h) Base Rent:	\$2.50 per rentable square foot per month  (i.e., \$5,247.50 per month or \$62,970.00 per year), on a modified gross basis, as provided in Section 11.2 (rent adjustable only as provided in Section 5.3 hereof).
(i) Additional Rent	\$2.86 per rentable square foot per month for the cost of amortized tenant improvements (see Section 5.2)
(j) Rentable Square Feet in the Premises:	2,099 rentable square feet
(k) Initial Departmental Use:	General office use for the Board of Supervisors, District 2, subject to Section 6.
(l) Parking Spaces:	Six (6) exclusive reserved spaces (tandem spaces) at a cost to Tenant of \$600 per month.
(m) Normal Hours of Operation:	6 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays, excepting Holidays (New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles
(n) Asbestos Report:	A report dated May 11, 2018 prepared by Magnolia Environmental, a licensed California Asbestos contractor (previously provided by Landlord).
(o) Seismic Report	A report dated December 7, 2017 prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated April 1, 2020 prepared by CASp Experts LLC.

1.2 Intentionally Omitted

1.3 <u>Exhibits to Lease</u>	Exhibit A - Floor/Space Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Outline Specifications, Space Plan, Low Voltage/Telecom Plan
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**2. PREMISES**

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

**3. COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

**4. COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises in writing. The terms "Substantial Completion" or "Substantially Complete" as used in this Lease shall mean compliance with all of the following:

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;

- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;
- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and
- (e) If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

Notwithstanding any contrary provision contained in this Lease, if there shall be any Tenant Delays (defined below), then, notwithstanding anything to the contrary set forth in the Lease and regardless of the actual date of the Substantial Completion of the Improvements in the Premises, the date of Substantial Completion thereof shall be deemed to be the date that Substantial Completion would have occurred if no Tenant Delay or Delays had occurred. As used herein, "Tenant Delays" shall mean any delay of Landlord's performance of the Tenant Improvements due to Tenant's failure or refusal to give authorizations or approvals within three (3) business days after request by Landlord, or any other act or omission by Tenant which interferes or delays Landlord's performance of the Tenant Improvements. Further, if Substantial Completion of the Tenant Improvements is delayed by any Force Majeure Delay(s) under this Lease (as defined in Section 34 below), then Landlord's performance of the Tenant Improvements (and the Commencement Date) shall be extended on a day for day basis for the period of Force Majeure Delays.

#### 4.2 Termination Right

If the Commencement Date has not occurred within one hundred and eighty 180 days following the date of Landlord's receipt of the final governmental building permits granting Landlord the right to perform such work, subject to extension for Tenant Delay(s) and/or Force Majeure Delays, and/or Change Authorizations, as provided in Landlord's Work Letter executed concurrently herewith, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of at least sixty (60) days prior written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

#### 4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Commencement Date nor the Termination Date,

and Tenant shall not pay Base Rent nor any other charges for such early entry period.

4.4 Intentionally Omitted

4.5 Intentionally Omitted

**5. RENT**

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1 and below during the Term hereof (a) within 15 days after the Commencement Date, and (b) the first day of each calendar month thereafter, provided that prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following 12 months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.2. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until 15 days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month. The Base Rent is subject to two percent (2%) annual increases as set forth in Section 5.3 below.

5.2 Additional Rent

In addition to Base Rent, Tenant agrees to pay to Landlord as additional rent ("Additional Rent") the fixed amount of \$6,003.14 (i.e., \$2.86/SF) per month for the first sixty (60) months of the Lease Term, which is the sum attributed to the cost of amortized tenant improvements over the first sixty (60) months of the Term. Additional Rent shall be fixed and shall only be paid during the first sixty (60) months of the Term.

5.3 Base Rent Adjustments

The Base Rent found in Section 5.1 is subject to two (2) percent annual increases as follows:

<b>Months</b>	<b>Rate per sq. ft. / Month</b>	<b>Monthly Base Rate*</b>	<b>Monthly Base Rent + Additional Rent</b>
1-12	\$ 2.50	\$ 5,247.50	\$ 11,250.64
13-24	\$ 2.55	\$ 5,352.45	\$ 11,355.59
25-36	\$ 2.60	\$ 5,459.50	\$ 11,462.64
37-48	\$ 2.65	\$ 5,568.69	\$ 11,571.83
49-60	\$ 2.71	\$ 5,680.06	\$ 11,683.20

\* Base Rent subject to two percent (2%) annual increases.

**6. USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other administrative office for governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Hours of Operation, after Normal Hours of Operation, and on weekends and holidays.

**7. HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord, or ninety (90) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease prior to holdover period commencement, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. During the first five (5) months of the holdover period, if any, Base Rent shall be equal to the last monthly Base Rent payable under this Lease prior to the holdover period commencement (i.e., \$2.71/SF per month). Commencing on the sixth (6th) month of the holdover period, if any, Base Rent shall be equal to \$2.98/SF per month, subject to two percent (2%) annual Base Rent increases during the holdover period on each anniversary of the commencement of the holdover period, if any. Notwithstanding the foregoing or any language to the contrary contained within this Lease, if Landlord and Tenant are engaged in good faith negotiations for the extension of the Term of this Lease during the holdover period, Base Rent shall remain \$2.71/SF per month during the period of good faith negotiations during the holdover period and not be increased to \$2.98/SF per month.

**8. COMPLIANCE WITH LAW**

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

**9. DAMAGE OR DESTRUCTION**

**9.1 Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 210 days, then Landlord shall promptly, at Landlord's expense, repair such damage to the extent of proceeds received and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten days, cause

an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

#### 9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than two hundred ten (210) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

#### 9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

#### 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

## 10. REPAIRS AND MAINTENANCE

### 10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof, to Landlord's actual knowledge:
- i. Subject to the reports provided in Section 1.1 above, the Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;
  - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
  - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

If, as of the Commencement Date, Landlord is ordered, in writing, by an applicable governmental agency (other than the Tenant department set forth in Section 1.1(k) above) to correct a violation of any of the foregoing representations, then, as Tenant's sole remedy, Landlord shall, at Landlord's cost, perform such work as may be required in order to correct such representation.

- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and subject to the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

- (c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:  
*[Check the appropriate box]*

Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection

report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all reasonable damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1, but only to the extent of direct damages caused solely by Landlord and not contributed to by Tenant.

## 10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:

- i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
  - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:
- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed);
  - ii. interior partitions;
  - iii. doors;
  - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
  - v. signage;
  - vi. emergency exit signage and battery replacement; and
  - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide any reports, maintenance records, or other similar documentation as may be requested from time to time.

### 10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, but subject to Section 20.5 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;

- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

#### 10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than seven (7) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.
- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000.00, as part of a separate purchase order issued by the County on Tenant's behalf. Tenant shall reimburse Landlord for the cost of such costs within thirty (30) days after completion and Tenant's receipt of an invoice. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to Tenant Improvements, as defined in Section 24.

### 11. SERVICES AND UTILITIES

#### 11.1 Services

- (a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and

occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises. Tenant shall pay for such electricity upon the terms and conditions set forth in Section 11.2 below and 11.1(a) above.

Tenant hereby acknowledges that Landlord shall, at Landlord's sole cost and expense, separately meter the Premises (through the use of a submeter) for electricity as part of the Tenant Improvements to be constructed by Landlord. Landlord shall cause the submeter to be read on a monthly basis and accordingly, Tenant shall pay to Landlord, within thirty (30) days after Landlord's delivery of an applicable invoice, for all electricity consumed at the Premises by Tenant as evidenced by such submeter, as further set forth in Section 11.2 below. Tenant shall be responsible, at Tenant's sole cost for repairing, maintaining and replacing such submeter, but only to the extent of any damage caused by Tenant.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards for drinking purposes.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

(h) After Hours HVAC

Landlord also shall provide HVAC services during hours other than Tenant's Hours of Operation ("After Hours HVAC"), subject to the following terms and conditions:

(1) Landlord shall provide the After Hours HVAC if Tenant gives Landlord advance notice of its need for such service no later than 3:00 p.m. on Monday through Friday (except holidays referred to above) that Tenant requires the services, and no later than 5:00 p.m. on the last business day preceding the weekend or holiday that Tenant requires the service. In addition and notwithstanding the foregoing, Tenant may contact the Building manager or on-site Building engineer at any reasonable time to order After Hours HVAC, and Landlord shall, to the extent reasonably practicable, provide After Hours HVAC service as requested by Tenant, even if Tenant failed to give notice within the time periods specified above.

(2) Landlord will provide the After Hours HVAC at "Actual Cost", defined herein as the actual costs incurred by Landlord in providing any particular service (including Landlord's reasonable estimate of related administrative cost for the cost of such service (to the extent not duplicative of costs included in Operating Costs) and applicable depreciation related to the increased utilization of equipment used in providing the service). There shall be no start-up charges and minimum usage for After Hours HVAC service. The foregoing direct charges shall be payable by Tenant as Additional Rent. The rate for After Hours HVAC currently is Ten Dollars (\$10.00) per hour, which Landlord and Tenant acknowledge is appropriate in accordance with the foregoing. Landlord shall be entitled to increase such charge from time to time, upon at least thirty (30) days prior written notice to Tenant, but only to reflect increases in the cost of labor, electricity, water and water treatment in connection therewith.

11.2 Utilities

(a) Common Area. Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas,

heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters.

(b) Premises.

(1) Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, gas, heating, trash removal service, fire/life safety systems, payable with respect to the Premises.

(2) Tenant agrees to pay when due, all charges for the use of electricity ("Electricity Costs") accruing or payable in connection with the Premises during the Term of this Lease, or any renewal, extension, or holdover period, which shall be separately metered or submetered. Landlord and Tenant hereby agree that Tenant shall not be responsible for utility costs for the Premises other than separately metered Electricity Costs attributable to Tenant's use of the Premises.

In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

**12. TAXES**

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

**13. LANDLORD ACCESS**

Tenant shall permit Landlord and its agents to enter the Premises during Normal Hours of Operations upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant thereafter.

**14. TENANT DEFAULT**

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

#### 14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

#### 14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

### 15. LANDLORD DEFAULT

#### 15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within ten (10) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such ten (10) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;

- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

#### 15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

#### 15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default after delivering written notice of such default to Landlord and providing Landlord a reasonable cure period where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

#### 15.4 Limitation on Liability

Notwithstanding anything to the contrary set forth in this Lease, Landlord, its managers, members, shareholders, partners, limited partners, general partners, officers, directors, contractors, agents and employees (collectively, "Landlord Parties") shall not be liable for any injury to Tenant's business or any consequential, punitive, special or exemplary damages, however occurring, unless caused by gross negligence or willful misconduct of Landlord Parties. Without limiting the foregoing, Landlord and the Landlord Parties shall not be liable for any claims, losses, liabilities or damages (collectively, "Losses") to the personal property of Tenant or its employees, invitees, customers, agents or contractors for any cause unless caused by gross negligence or willful misconduct of Landlord Parties. Landlord and the Landlord Parties shall not be liable to Tenant for any Losses caused by any other tenant of the Property unless caused by gross negligence or willful misconduct of Landlord Parties.

### 16. **ASSIGNMENT AND SUBLETTING**

#### 16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

## 16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) Written evidence of the transfer of the Property (e.g., a recorded deed), or a letter from the transferor confirming that the Property was transferred to the new owner.
- (b) A signed letter from the new owner including the following information:
  - i. Name and address of new owner or other party to whom Base Rent should be paid
  - ii. Federal tax ID number for new owner
  - iii. Name of contact person and contact information (including phone number) for new owner
  - iv. Proof of insurance
- (c) A W-9 form for new owner.

## 17. ALTERATIONS AND ADDITIONS

### 17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

**18. CONDEMNATION**

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably

determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

**19. INDEMNIFICATION**

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

**20. INSURANCE**

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

## 20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. 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 Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

### (a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant'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 Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and at least thirty (30) days in advance for any other cancellation or policy change.

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and reasonably acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to the Common Areas under this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Tenant maintained

insurance or self-insurance coverage for the Common Area shall be in excess of and not contribute to any Landlord coverage for the Common Area. Tenant's insurance policies shall be primary with respect to any claims related to the Premises, except to the extent caused by Landlord's negligence or willful misconduct. Landlord's policies shall be secondary and non-contributing with respect to any claims related to the Premises, except to the extent caused by Landlord's negligence or willful misconduct.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR.

(i) Per Occurrence Coverage

Required Insurance shall be maintained by Landlord and Tenant on a per occurrence basis. Landlord understands and agrees that it shall maintain such coverage until the date of Landlord's sale of the Building.

(j) Application of Excess Liability Coverage

Landlord 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.

(k) Separation of Insureds

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

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 3 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

#### 20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 5 million
Personal and Advertising Injury:	\$ 3 million
Each Occurrence:	\$ 3 million

Landlords shall be permitted to maintain such insurance pursuant to an umbrella or excess policy(ies) of insurance.

- (b) Commercial Property Insurance. Such insurance shall:
- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
  - ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

### 21. PARKING

#### 21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved tandem parking spaces set forth in Section 1.1, charging \$600//month, for the Term of this Lease. Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all other unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable. During any period in which Landlord is not able to provide all or any of

the number of exclusive reserved tandem parking spaces set forth in Section 1.1, Landlord shall provide Tenant with an equal number of reserved parking spaces in an alternative area of the parking area serving the Building.

## **22. ENVIRONMENTAL MATTERS**

### **22.1 Hazardous Materials**

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

### **22.2 Landlord Indemnity**

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and reasonable expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas caused by Landlord or Landlord's other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises in violation of applicable laws. Landlord's

obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

- 22.3 Tenant Indemnity. Tenant agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from and against all liability, expense (including defense costs, legal fees and response costs imposed by law) and claims for damages which arise out of the presence of Hazardous Materials on the Premises caused by Tenant or Tenant's contractors, agents or employees.

The indemnification provisions of this Section 22 shall survive the expiration or earlier termination of this Lease.

**23. ESTOPPEL CERTIFICATES**

Tenant shall, within 30 days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

**24. TENANT IMPROVEMENTS**

Effective upon execution of this Lease by the parties hereto, and prior to the Commencement Date, Landlord at its sole expense, shall immediately commence the construction work of the Tenant Improvements to the Premises in the manner set forth in Exhibit A (Space Plan) and Exhibit I (Tenant Outline Specifications) attached hereto (collectively, the "Improvements"). Tenant shall have no right to request any change orders with respect to any of the work described in the Space Plan or otherwise modify the Tenant Improvements.

**25. LIENS**

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

**26. SUBORDINATION AND MORTGAGES**

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

**27. SURRENDER OF POSSESSION**

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

**28. SIGNAGE**

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Any changes to any of such initial signage shall be at Tenant's expense. Tenant shall be permitted to install signs in the Premises that conform with any and all applicable laws and ordinances.

**29. QUIET ENJOYMENT**

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

**30. GENERAL**

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant and approved by Landlord's lender, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ.

Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

**31. AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

**32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

**32.1 Consideration of GAIN Program Participants**

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

**32.2 Solicitation of Consideration**

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

### 32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation (other than an assignment of this Lease in connection with the sale of the Building or Property), is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code after written notice and at least thirty (30) days for Landlord to cure, will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$100,000 or up to 2% of the aggregate principal portion of all rental payments payable by the Tenant from the date of the uncured violation through the Expiration Date of the Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by

reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity other than purchasers, lender and prospective purchasers and lenders and all of their legal representatives or brokers on a need to know basis, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.
- (h) Notwithstanding any contrary provision contained in this Lease, Landlord shall have the right at any time and from time to time, to refinance the Building or transfer Landlord's right, title and interest in and to the Building or Property without Tenant's consent.

### **33. IRREVOCABLE OFFER**

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

- 34. FORCE MAJEURE.** Except for the payment of monetary amounts, if either party is delayed or hindered from performing any act required under this Lease by reason of strike, lock out labor troubles, inability to provides materials not related to the price thereof, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, delay in the issuance of a building permit or other required governmental approval or other reasons of like nature beyond the control of such party, then performance of such acts shall be

excused and extended for such period of delay. Nothing in this section shall prevent Tenant from exercising any of its rights under the Lease with respect to an emergency.

35. **COVID-19.** Landlord shall comply with all applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

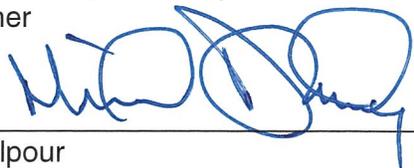
[Signatures on the following page.]

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

**OMNINET HAMILTON, LP,**  
a Delaware limited partnership

By: Omninet Three GP, LLC,  
a California limited liability company  
Its: General Partner

By:   
\_\_\_\_\_  
Michael Danielpour  
Manager of General Partner

TENANT:

**COUNTY OF LOS ANGELES,**  
a body corporate and politic

**FESIA A. DAVENPORT**  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

**ATTEST:**

**DEAN C. LOGAN**  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

**DAWYN R. HARRISON**  
Acting County Counsel

By: \_\_\_\_\_  
Senior Deputy

# EXHIBIT A FLOOR PLAN OF PREMISES



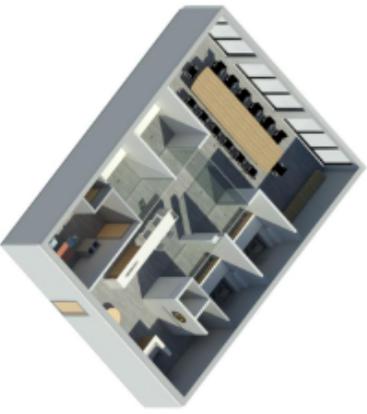
OFFICE 113



CONFERENCE ROOM



ENTRY



AXONOMETRIC

<b>OWNER</b> COUNTY OF LOS ANGELES BOARD OF SUPERVISORS HAMILTON 20101 HAMILTON AVE, STE 110, TORRANCE, CA 90502	<b>PROJECT</b> COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT FACILITIES OPERATION SERVICES 1100 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90001	<b>DATE</b> 11/20/2023	<b>SCALE</b> AS SHOWN
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<b>REVISIONS</b>	<b>DATE</b>

<b>LEGEND</b>	<b>PROJECT SITE</b>

<b>LEGEND</b>	<b>PROJECT SITE</b>

**EXHIBIT B**

**COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and OMNINET HAMILTON, L.P., a Delaware Limited Partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 20101 Hamilton Avenue, Torrance, CA ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 4) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_ ("Possession Date");
- 5) Tenant has accepted possession of the Premises and now occupies the same;
- 6) The Lease commenced on \_\_\_\_\_ ("Commencement Date");
- 7) The Premises contain \_\_\_\_\_ rentable square feet of space; and

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

Landlord:

OMNINET HAMILTON, LP,  
a Delaware Limited Partnership

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By: Omninet Three GP, LLC,  
a California limited liability company  
Its General Partner

By: \_\_\_\_\_  
Michael Danielpour  
Manager of General Partner

## **EXHIBIT C**

### **HEATING, VENTILATION AND AIR CONDITIONING**

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

## EXHIBIT D

### CLEANING AND MAINTENANCE SCHEDULE

#### A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, consisting of paper supplies and soap.

#### B. WEEKLY

14. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
15. Window sills, ledges and wood paneling and molding dusted.

#### C. MONTHLY

16. Floors washed and waxed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Upholstered furniture vacuumed, plastic and leather furniture wiped
19. Picture moldings and frames dusted.
20. Wall vents and ceiling vents vacuumed.

21. Carpet professionally spot cleaned as required to remove stains.
22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

23. Light fixtures cleaned and dusted, but not less frequently than quarterly.
24. Wood furniture polished.
25. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
26. HVAC units serviced for preventative maintenance purposes, all filters changed, excluding any supplemental HVAC unit(s) exclusively serving Tenant's Premises.

E. SEMI-ANNUALLY

27. Windows washed as required inside and outside but not less frequently than twice annually.
28. All painted wall and door surfaces washed and stains removed.
29. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

30. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
31. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
32. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

33. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
34. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
35. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator and approved by Landlord.

36. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
- i. heavy traffic areas cleaned as needed, with a minimum frequency of every three (3) months, or up to four (4) times per year;
  - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
  - iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.



1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: Omninet Hamilton, LP  
9420 Wilshire Blvd, 4<sup>th</sup> Floor  
Beverly Hills, California 90212  
Attention: Michael Danielpour

With a copy to:

Omninet Property Management, Inc.  
9420 Wilshire Blvd, 4<sup>th</sup> Floor  
Beverly Hills, California 90212  
Attention: Commercial Operations

To Tenant: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER: OMNINET HAMILTON, LP,  
A Delaware limited partnership

By: Omninet Three GP, LLC,  
A California limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Name: Michael Danielpour  
Title: Manager

LENDER: [*Insert name of Lender*],

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT F**

**TENANT ESTOPPEL CERTIFICATE**

To: [Insert name of party to rely on document]

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

Attn: \_\_\_\_\_

Re:   Date of Certificate:           \_\_\_\_\_

      Lease Dated:                    \_\_\_\_\_

      Current Landlord:            \_\_\_\_\_

      Located at:                     \_\_\_\_\_

      Premises:                       \_\_\_\_\_

      Commencement Date of Term: \_\_\_\_\_

      Expiration Date:               \_\_\_\_\_

      Current Rent:                   \_\_\_\_\_

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1.     Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2.     (a)    A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

      (b)    The current Rent is set forth above.

      (c)    The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

      (d)    Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

      (e)    Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3.     (a)    The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: \_\_\_\_\_.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT G**

**COMMUNITY BUSINESS ENTERPRISE FORM**

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

**I. Minority/Women Participation in Firm** (Partners, Associate Partners, Managers, Staff, etc.)

1. Firm Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Contact Person/Telephone Number: \_\_\_\_\_

4. Total number of employees in the firm: \_\_\_\_\_

5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

**II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM**

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) \_\_\_\_\_

2. Total Number of Ownership/Partners, Etc.: _____			<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>	
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:	
Black/African American			State of California?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Hispanic/Latin American			City of Los Angeles?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Asian American			Federal Government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Portuguese American			<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>	
American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.	
All Others			Firm Name: _____	
			Signature/Title: _____	
			Date: _____	

**EXHIBIT H**

**MEMORANDUM OF LEASE**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

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**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated \_\_\_\_\_, 20\_\_ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on \_\_\_\_\_, 20\_\_, and ending on a date \_\_\_\_\_ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_.

LANDLORD:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT:

**COUNTY OF LOS ANGELES,**  
a body corporate and politic

**FESIA A. DAVENPORT**  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

**ATTEST:**

**DEAN C. LOGAN**  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

**DAWYN R. HARRISON**  
Acting County Counsel

By: \_\_\_\_\_  
Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me,  
\_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT I**

TENANT BUILDING OUTLINE SPECIFICATIONS.

SPACE PLAN

TELECOMMUNICATIONS LOW VOLTAGE PLAN

*(attached)*