



**OPERATIONS CLUSTER  
AGENDA REVIEW MEETING**

**DATE:** June 14, 2023  
**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 AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023 ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023**

**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 – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
  - A) Board Letter:  
REQUEST FOR APPROVAL AND AWARD OF COMMUNICATIONS SERVICES MASTER AGREEMENTS  
CEO/Countywide Communications - Lennie LaGuire, Director and Neonika Walker, Public Affairs Manager
  - B) Board Letter:  
APPROVAL OF AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS AND THE LOS ANGELES MEMORIAL COLISEUM COMMISSION  
BOS/EO - Susan Huff, Administrative Deputy and Angel Ortega, Chief Fiscal Officer

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- C) Board Letter:  
APPROVAL OF PAYMENT TO PREFUND THE CALPERS PENSION  
OBLIGATION OF THE LOS ANGELES MEMORIAL COLISEUM  
COMMISSION  
BOS/EO - Lorayne Lingat, Assistant Executive Officer and  
Susan Huff, Administrative Deputy  
LA Memorial Coliseum Commission - Al Naipo, Executive Director
- D) Board Letter:  
APPROVE AN AGREEMENT WITH ORANGE, RIVERSIDE AND  
SAN DIEGO COUNTIES FOR ONGOING OWNERSHIP AND  
MAINTENANCE OF THE ELECTRONIC RECORDING DELIVERY SYSTEM  
RR/CC-CIO - Nanette Herrera, Departmental Finance Manager II and  
Monique Blakely, Assistant RR/CC
- E) Board Letter:  
2023 TECH EMPOWERMENT DAY AND COMPUTER DEVICES FOR  
CONSTITUENTS IN NEED  
ISD - Selwyn Hollins, Director

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) CEO/CLASS - COUNTYWIDE CLASSIFICATION/COMPENSATION  
ACTIONS
- B) LACDA/CIO - AMENDMENT TO THE PROJECT TRACKING SOFTWARE  
AND DATABASE SERVICES CONTRACT WITH HKA GLOBAL, INC.
- C) LACDA/CIO - APPROVE PURCHASE ORDER WITH TWE SOLUTIONS,  
INC. FOR ARISTA HARDWARE EQUIPMENT
- D) CEO/RE - REQUEST FOR AUTHORITY TO THE CHIEF EXECUTIVE  
OFFICER TO CONSUMMATE RENEWALS OF ADMINISTRATIVE AND  
BOARD APPROVED MINOR LEASES, LICENSES, SPACE USE  
AGREEMENTS, AND PERMITS FOR VARIOUS DEPARTMENTS

- E) CEO/RE - APPROVE A DISPOSITION AND DEVELOPMENT AGREEMENT WITH LINC HOUSING CORPORATION FOR THE POTENTIAL DEVELOPMENT OF 12617 AND 12625 SOUTH WILLOWBROOK AVENUE, COMPTON
- F) CEO/OPS - FY 2023-24 FINAL CHANGES BUDGET BRIEFING OPERATIONS

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|   |  |  |
|---|--|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>   | 6/14/2023  |  |
| <b>BOARD MEETING DATE</b>   | 6/27/2023  |  |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>  | <input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>   |  |
| <b>DEPARTMENT(S)</b>  | Chief Executive Office (CEO)   |  |
| <b>SUBJECT</b>  | Request for approval and award of Communications Services Master Agreements  |  |
| <b>PROGRAM</b>  | Communications Services Master Agreement   |  |
| <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  |  |
| <b>DEADLINES/ TIME CONSTRAINTS</b>  |  |  |
| <b>COST &amp; FUNDING</b>   | Total cost:<br>There is no Net County Cost impact associated with this Master Agreement.   | Funding source:<br>Individual departments will use existing funding to pay for services. |
|   | TERMS (if applicable): Initial five-year term, with three additional one-year extension options and six month-to-month extension options, for a total Master Agreement term of eight years and six months.   |  |
|   | Explanation:<br>Expenditures under the agreements will vary from year to year based on the needs of County departments, which are responsible for identifying and ensuring adequate funding within their budgets.  |  |
| <b>PURPOSE OF REQUEST</b>   | The Master Agreement will enable County departments to respond to Board directives and public information needs through access to a pool of readily available, prequalified contractors to implement culturally competent, multilingual, multi-platform communications to residents and communities. Because the Master Agreement will remain continuously open, new vendors and communications specialties will be regularly added to meet emerging needs.  |  |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | This Master Agreement will replace the Video Production and Related Services Master Agreement adopted by the Board in May 2018. The Master Agreement will substantially broaden the range of communications services offered by vendors, and will be made available to all County departments to enhance their communications. CEO conducted a solicitation that included robust engagement and outreach that reached thousands of potential vendors with diverse backgrounds and experience in providing communications services. |  |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Standardize practices for securing contractors equitably across all County departments will include strategies for making the contracting process with the County more accessible for small businesses and businesses owned by under-represented populations and historically disadvantaged groups.  |  |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Services under this Master Agreement will enhance departments' ability to implement effective, timely and culturally competent communications with residents and communities related to the nine Board-directed priorities, including Care First, Jails Last; Anti-Racism, Diversity and Inclusion; Poverty Alleviation; Alliance for Health Integration, Child Protection, Environmental Health, Immigration, Chief Sustainability Office and Homelessness.           |  |
| <b>DEPARTMENTAL CONTACTS</b>  | Lennie LaGuire, Director, CEO Countywide Communications, 213-893-2514;<br><a href="mailto:llaguire@ceo.lacounty.gov">llaguire@ceo.lacounty.gov</a><br>Neonika Walker, Public Affairs Manager, CEO Countywide Communications, 213-893-6234;<br><a href="mailto:nwalker@ceo.lacounty.gov">nwalker@ceo.lacounty.gov</a>   |  |



## Chief Executive Office.

### COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 973-1101 ceo.lacounty.gov

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

June 27, 2023

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

Dear Supervisors:

### **REQUEST FOR APPROVAL AND AWARD OF COMMUNICATIONS SERVICES MASTER AGREEMENTS (ALL DISTRICTS – 3 VOTES)**

#### **SUBJECT**

Request delegated authority to award and execute Communication Services Master Agreements to provide a broad spectrum of communications services.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Chief Executive Officer, or her designee, to execute a Communications Services Master Agreement with the vendors listed on Attachment I, in a format substantially similar to the sample agreement provided in Attachment II, effective upon the Board's approval for a five-year term, with three additional one-year extension options and six month-to-month extension options, for a total Master Agreement term of eight years and six months.
2. Authorize the Chief Executive Officer, or her designee, to execute Master Agreements with new Vendors that become qualified contractors throughout the term of the Master Agreement, suspend or terminate Master Agreements for administrative convenience, and execute Master Agreement Amendments to: (i) exercise renewal extension options, (ii) approve assignment and delegation of the Agreement resulting from acquisitions, mergers, or other changes in entity, (iii) make changes to the terms and conditions to align with Board policy changes/directives, and (iv) add/or delete service categories and/or applicable exhibits of the Master Agreement as they become necessary.

3. Authorize the Chief Executive Officer, or her designee, to execute Work Orders resulting from Work Order Solicitations conducted by individual County Departments up to the amount budgeted by the requesting Department for such services, amend or terminate Work Orders as requested by County Departments, and extend applicable Master Agreements automatically beyond their term where a Work Order for a critical project is issued with an expiration date of no more than 180 days past the expiration of the Master Agreement.

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

The 2023 Communications Services Master Agreement provides a contracting roadmap for Los Angeles County departments to deliver culturally competent, multilingual, multi-platform communications to the County's residents and diverse communities.

If approved by your Board, this Master Agreement will replace the current Video Production and Related Services Master Agreement (VPMA) adopted by the Board in May 2018 and amended in February 2021.

The new Communications Services Agreement significantly expands access to a broader spectrum of services in six specialized areas:

- Video Production
- Design Services
- Photography Services
- Language Services
- Strategic Communication Services, including Ethnic Media Outreach
- Specialized Outreach Services

In addition, the new Master Agreement will be available to all County departments, unlike the previous VPMA, which was primarily focused on video production use by the CEO. Departments requesting to use the new Master Agreement will first identify funding in their budget and then work through the CEO to procure communications services through a streamlined Work Order solicitation process involving the pre-qualified vendors on the Master Agreement list.

Once approved by your Board, a total of 16 qualified contractors will be added to the initial Master Agreement list, following a robust engagement and outreach process that reached thousands of potential vendors with diverse backgrounds and experience. The Request for Statement of Qualifications will remain open and will continuously qualify new vendors and add service categories to respond to emerging needs, new communications methods and Board priorities.

We anticipate that the availability of these services will enhance departments' ability to meet Board expectations for effective, timely and culturally competent communications

with residents and communities, thus providing the public with greater access to essential information about County services, programs and initiatives.

### **Implementation of Strategic Plan Goals**

The recommended actions support the Countywide Strategic Plan Goal Number Three, Realize Tomorrow's Government Today, Strategy III.4, Engage and Share Information with Our Customers, Communities and Partners: Push data and information to internal and external customers, communities, and partners to enable informed decision making and to support partnerships.

### **FISCAL IMPACT/FINANCING**

There is no General Fund/Net County Cost impact associated with this Master Agreement. Departments that pursue work orders will need to identify funding in their respective budgets to procure communications services through the Master Agreement.

Contractors qualified under the Communications Master Agreement will not be asked to perform services which exceed the total sum, scope of work or dates specified in each work order. The requesting Departments will notify your Board of any work orders that exceed \$300,000, prior to execution of the work order, or amendment, if applicable.

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

The recommended Communications Services Master Agreement has been approved as to form by County Counsel and it includes appropriate terms and conditions to protect the County. The proposed Master Agreements include all Board-required programmatic provisions.

The proposed Master Agreements and work orders are not subject to the County's Living Wage Program. County Code 2.201 does not apply to the Master Agreement or work orders as these agreements are for part-time and intermittent services and the work performed by these firms is extraordinary, professional or technical, and the services are of a temporary nature.

A summary of the Community Business Enterprise Firm Organization Information is provided in Attachment III.

The Chief Executive Office will administer the Master Agreement. Each department will be responsible for identifying a Project Director, developing the scope of work that will be used for a solicitation to qualified contractors; conduct the evaluation process to select a vendor; and supervise the contractor's work throughout the term of the assignment. A minimum amount of work is not guaranteed to any qualified contractor based on the award of a Master Agreement.

## **CONTRACTING PROCESS**

On February 9, 2023, CEO released a Request for Statement of Qualifications (RFSQ) soliciting Statement of Qualifications (SOQ) from vendors with demonstrated experience in providing communications services. CEO posted the solicitation and contracting opportunity announcement on the County's Doing Business With Us website, and also contacted the existing qualified contractors under VPMA. CEO held a non-mandatory virtual vendors conference on February 23, 2023, which had 40 attendees. In response to questions from the vendor community, CEO subsequently issued one addendum to the RFSQ.

CEO received 34 SOQs by the initial due date of March 10, 2023. The SOQs were reviewed for compliance with the minimum mandatory requirements as set forth in the RFSQ. After review, 16 vendors set forth in Attachment I (Master Agreement Qualified Contractors) were determined to be in compliance with all requirements of the RFSQ. Further, all vendors accepted the terms and conditions of the Master Agreement. As such, the vendors are being recommended for the award of a Master Agreement to become a qualified contractor in one or more Service Categories.

Thereafter, as services are needed, specific services, tasks, and deliverables will be determined at the time the County department(s) release work order solicitations which shall describe in detail the particular project and the work required for the performance thereof. Qualified contractors will be solicited under competitive conditions in the Service Categories where the qualified contractor has been prequalified. Work order award will be made to the lowest priced qualified vendor unless other selection criteria are set forth in the work order solicitation.

CEO will continue to advertise the contracting opportunities provided under the recommended Master Agreement to the vendor community.

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

Approval of the recommendations will ensure County Departments can obtain the professional, cost-effective creative services they require to produce a wide array of communications content in support of critical County messaging needs.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

Enclosures



c: Executive Office, Board of Supervisors

DRAFT

**LIST OF VENDORS RECOMMENDED FOR MASTER AGREEMENT AWARD**

1. A Very Good Agency Inc.
2. bad creative Inc.
3. Blue Star Media
4. Del Richardson & Associates Inc.
5. fwdlabs
6. Identity Creative, Inc.
7. Los Angeles Cable Television Access Corp.
8. The La Grant Group Inc.
9. Language Bank, Inc.
10. MAGNUS
11. Natively Fluent, Inc.
12. Pegasus Studios
13. Vector Strategies
14. Zemma Productions, Inc.
15. Rdot Design
16. Michael Baker



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**CHIEF EXECUTIVE OFFICE**

**AND**

**(CONTRACTOR)**

**FOR**

**COMMUNICATIONS SERVICES**

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## **MASTER AGREEMENT EXHIBITS**

- A County's Administration
- B Contractor's Administration
- C Safely Surrendered Baby Law
- D Information Security and Privacy Requirements

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
AND  

---

FOR  
COMMUNICATIONS SERVICES**

This Master Agreement and Exhibits is entered into by and between the County of Los Angeles hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, to provide Communications Services.

**RECITALS**

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

WHEREAS, the Contractor has completed the qualification process and has qualified in the following category: \_\_\_\_\_;

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

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer 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, and D 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 will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

### **Standard Exhibits:**

- Exhibit A      County's Administration
- Exhibit B      Contractor's Administration
- Exhibit C      Safely Surrendered Baby Law
- Exhibit D      Information Security and Privacy Requirements

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 will be valid unless prepared pursuant to 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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 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.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Master Agreement Program Director (MAPD):** Person designated by the Chief Executive Officer with authority to negotiate and recommend all changes on behalf of County.

- 2.4 County Project Director:** Person designated by Chief Executive Officer with authority to approve all Work Order solicitations and executions.
- 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 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Department(s):** Any one of the County's department(s) acquiring Services under this Agreement under a fully executed Work Order, as amended by any fully executed Work Order Amendment(s) thereto. For purposes of this Agreement, "Department" will also include any governmental entity for which the County's Board of Supervisors is the governing board.
- 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 Chief Executive Office.
- 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 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order must result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation, County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work will be

performed by Contractors except in accordance with validly bid and executed Work Orders.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders will generally be performed on a time and materials basis or on a fixed price per deliverable basis as determined by County. Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor must submit a bid to the County within the timeframe specified in the Work Order solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of evaluations, County will execute the Work Order by and through the Chief Executive Office staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.6 County estimates that selection of any Contractor will occur within ten (10) business days of completion of the evaluations of the particular Work Order bids/proposals. Following selection, the Contractor(s) selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor(s) to comply with

such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.

- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

## **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon the date of its execution by the Chief Executive Officer or his/her designee, as authorized by the Board of Supervisors. This Master Agreement will expire five (5) years thereafter, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to three (3) additional one-year periods and one six-month extension, for a maximum total Master Agreement term of eight years and six months. Each such option and extension will be exercised at the sole discretion of the Chief Executive Officer 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 must notify the Chief Executive Office 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 must send written notification to the CEO at the address herein provided in Exhibit A (County's Administration).
- 4.4 Notwithstanding any other provision of this Paragraph 4.0, a Work Order executed prior to the expiration date of this Master Agreement may be executed with an expiration date up to one hundred eighty (180) Days past the expiration date of this Master Agreement in order to complete a critical project that may be in progress at the end of the Agreement term without interruption. Any such Work Order will automatically extend this Agreement's expiration date up to the Work Order expiration date. Such extended Agreement expiration date will only be applicable to such Work Order and will not extend the expiration date for any other purposes whatsoever, including issuing new Work Orders and/or extending any other Work Order(s).

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended each County Department hereunder ("maximum annual expenditures") may not exceed amount allocated to the Department by the Board of Supervisors in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

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

The Contractor will 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, will occur only with the County's express prior written approval.

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

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

### **5.4 Invoices and Payments**

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order either: (1) monthly, if performed on a Time and Materials basis or (2) by deliverable, if performed on a fixed price per deliverable basis.

5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total

Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).

- 5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director or his or her designee, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.
- 5.4.6 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

**Time and Materials Work Order:**

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

**Fixed Price Per Deliverable**

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and 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
- The total amount of the invoice.

#### **5.4.7 Prompt Payment Program**

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to the County. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, 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 will 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 must 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 will 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), will decide whether to approve exemption requests.

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

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

### **6.1 County's Master Agreement Program Director (MAPD)**

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and Contractor.

## **6.2 County's Work Order Director**

6.2.1 A Work Order Director will be identified in each executed Work Order. The County's Work Order Director is the approving authority for individual Work Order solicitations and executions.

6.2.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

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

The County's Project Manager is County's contact person with respect to the day-to-day administration of this Master Agreement. The responsibilities of the County Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order, and for ensuring that this Master Agreement's objectives are met;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

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

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

7.1.1 Contractor's Project Manager is designated in Exhibit B (Contractor's Administration). The Contractor must 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 will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.



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

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must 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 must 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 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.
- 7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor must notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

## **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will 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 will 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 must 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 must 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 will be conducted by Contractor and performed

by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Contractor Acknowledgement and Confidentiality Agreement prior to commencing work on any awarded Work Order.

## **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 must be prepared and executed by the Contractor and by the Chief Executive Officer or his/her designee.
- 8.1.2 The Chief Executive Officer, 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 will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Chief Executive Office.
- 8.1.3 The Chief Executive Officer, may at his/her sole discretion, execute amendments to Work Orders to revise the Work Order labor rates, dollar totals or periods of performance. As authorized by the County's Board of Supervisors, the Chief

Executive Officer may delegate authority to the Work Order Director to execute each such amendment, subject to review and approval by County Counsel.

- 8.1.4 Throughout the term of this Agreement the County's MAPD may, at his/her sole discretion, add to or delete from the service categories under this Agreement. To add or delete service categories, an Amendment to the Master Agreement will be prepared by County and executed by the Contractor and by County's MAPD.

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

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must 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 will be null and void. For purposes of this Paragraph, County consent will 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 will 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, will 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 will 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 must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within fifteen (15) business days after Work Order Award, the Contractor must provide the Work Order Director 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 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

### **8.5 Compliance with Applicable Laws**

8.5.1 In the performance of this Master Agreement, Contractor must 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 must 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 will, 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. Additionally, contractor certifies to the County:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

## **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](#).

### **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 must have and

adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a 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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 8.8 will 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 must 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 will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](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 must 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will 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 will be presented to the Board of Supervisors. The Board of Supervisors will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will 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 will 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 C, in a prominent position at the contractor's place of business. The contractor will also encourage

its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

#### **8.13 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 will during the term of this Master Agreement maintain 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 will 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 will 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 must 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 must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor must 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 will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each

party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 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 must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 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 will 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 will 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor will 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 will 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 will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.22 Indemnification**

The Contractor must 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 Indemnities.

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

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 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, must be delivered to the Work Order Director at the address shown within the Work Order and provided prior to commencing services under the Work Order.
- Renewal Certificates must 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 Subcontractor insurance policies at any time.
- Certificates must 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 must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must 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), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to the Work Order Director or designee as identified in the Work Order.

Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this 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) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 8.23.3 Cancellation of or Changes in Insurance

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

term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the 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 will 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 must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### 8.23.6 Contractor's Insurance Must Be Primary

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

#### 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.23.8 Subcontractor Insurance Coverage Requirements

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

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

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

#### 8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will 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 must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 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 must 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

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

- 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 must 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 must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements

of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.24.4 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 \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**8.25 Liquidated Damages**

8.25.1 If, in the judgment of the Chief Executive Officer, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, 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 Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Chief Executive Officer determines that there are deficiencies in the performance of this Master Agreement that the Chief Executive Officer or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Executive Officer 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 Chief Executive Officer 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, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will 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 Paragraph 8.25.2 will 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 paragraph will 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 Work Order or Paragraph 8.25.2, and will 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 will 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 will 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 Contractor certifies to the County each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

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.
- 8.27.3 The Contractor must 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 must 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will 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 will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will 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 must, 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 must bring to the attention of the County Project Manager and/or County Work Order 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 Work Order Director is not able to resolve the dispute, the Master Agreement Project Director, or designee will resolve it.

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

The Contractor must notify its employees, and will 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 must 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 must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely



surrender a baby. The information is set forth in Exhibit C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

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

### **8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will 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 Chief Executive Officer or his/her designee will 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 will 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 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 will 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 will 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 must 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 will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- The Contractor must develop all publicity material in a professional manner; and
  - During the term of this Master Agreement, the Contractor must not, and will 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 will 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 Paragraph 8.36 (Publicity) will apply.

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

The Contractor must 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 must 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, will 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, will be kept and maintained by the Contractor

and will 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 must 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 will 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 must 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 will 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 paragraph will 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 will 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 will be paid to the Contractor by the County by cash payment, provided that in no event will 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 must 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 must 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 will 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 will 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 MAPD 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 must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will 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 must 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 must ensure delivery of all such documents to the Work Order Director or designee as identified in the Work Order before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will 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 will be grounds upon which the County may terminate this Master Agreement pursuant to 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 will 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 will 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 must 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 would 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 must be maintained by the Contractor in accordance with 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 Master Agreement Project Director:
- Contractor has materially breached this Master Agreement;
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in 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 will 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 will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or

contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will 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 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 Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will 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 will 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 must immediately report any attempt by a

County officer or employee to solicit such improper consideration. The report must 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 will 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 Paragraph 8.44 will 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, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). 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 will 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 will 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 will not be affected thereby.

**8.48 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will 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 will 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) will 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 will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

**8.52 Time off For Voting**

The Contractor must notify its employees, and must 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 must 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 will 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

**8.54 Compliance with Fair Chance Employment Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**8.55 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.

**8.56 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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

**8.57 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

## **9.0 UNIQUE TERMS AND CONDITIONS**

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

- 9.1.1 Unless otherwise indicated in the Work Order Solicitation, County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.1.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.1.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 9.1.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.1.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.1.6 All the rights and obligations of this Paragraph 9.1 will survive the expiration or termination of this Master Agreement.

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

9.2.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support 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, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will 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 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

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

9.3.1 This Master Agreement, subsequent Work Order Solicitations, and resultant Work Order(s), if any, are subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.3.2 The Contractor must 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.

9.3.3 The Contractor must 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.

9.3.4 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 or Work Order to which it would not otherwise have been entitled, will:

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

The above penalties will 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 Work Order solicitation or accepting a Work Order award.

#### **9.4 Social Enterprise (SE) Preference Program**

9.4.1 This Master Agreement, subsequent Work Order Solicitations, and resultant Work Order(s), if any, are subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.4.2 Contractor must 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.

9.4.3 Contractor must 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.

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

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

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

## **9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program**

9.5.1 This Master Agreement, subsequent Work Order Solicitations, and resultant Work Order(s), if any, are subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

- 9.5.2 Contractor must 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.
- 9.5.3 Contractor must 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.
- 9.5.4 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 or Work Order to which it would not otherwise have been entitled, Contractor will:
1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
  2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
  3. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will 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 Work Order solicitation or accepting a Master Agreement award.

## 10.0 Survival

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



Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.3 (No Payment for Services Provided Following  
Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.19 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection-Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

Paragraph 8.56 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.3 (Ownership of Materials, Software and Copyright)

Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR  
COMMUNICATIONS SERVICES**

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
FESIA A. DAVENPORT  
Chief Executive Officer

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
ELIZABETH PENNINGTON  
Senior Deputy County Counsel

**MASTER AGREEMENT FOR  
COMMUNICATIONS SERVICES**

**TABLE OF CONTENTS OF EXHIBITS**

**STANDARD EXHIBITS**

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D INFORMATION SECURITY AND PRIVACY REQUIREMENTS

**COUNTY'S ADMINISTRATION**

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

WORK ORDER NO. \_\_\_\_\_

**COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: Lennie LaGuire  
Title: Director, Countywide Communications  
Address: 500 West Temple Street, Room 358  
Los Angeles, CA 90012  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**COUNTY WORK ORDER DIRECTOR:**

Name: As Identified in the Work Order  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: As Identified in the Work Order  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION**

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CONTRACTOR'S NAME

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

WORK ORDER 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: \_\_\_\_\_

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

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

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.



# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

## 1. DEFINITIONS

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

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

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

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

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

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

### 5. SHARING COUNTY INFORMATION AND DATA

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

### 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Master Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Master Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Master Agreement, including, but not limited to, licensed technology,

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

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 12 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

## 7. SUBCONTRACTORS AND THIRD PARTIES

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

## 8. 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.

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

## **9. RETURN OR DESTRUCTION OF COUNTY INFORMATION**

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

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

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

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident

response procedures consistent with Section 12 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

## 11. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 8 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 12 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 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 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## 12. 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:**

Jeffrey Aguilar  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Jho-An Ignacio  
Departmental Information Security Officer  
500 West Temple Street, Room 783  
Los Angeles, CA 90012  
(213) 974-1755  
[jignacio@ceo.lacounty.gov](mailto:jignacio@ceo.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 Master Agreement and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

### 13. NON-EXCLUSIVE EQUITABLE REMEDY

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

### 14. AUDIT AND INSPECTION

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

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

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

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

## **15. PRIVACY AND SECURITY INDEMNIFICATION**

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

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

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.

| FIRM/ORGANIZATION INFORMATION                 |                           | A Very Good Agency Inc. | Bad Creative Inc. | Blue Star Media     | Del Richardson & Associates Inc. | fwdlabs             | Identity Creative, Inc. | Los Angeles Cable Television Access Corp. | The La Grant Group Inc. | Language Bank, Inc. | MAGNUS      | Michael Baker       | Natively Fluent, Inc. | Pegasus Studios     | R Dot Design        | Vector Strategies   | Zemma Productions, Inc. |
|---|---------------------------|-------------------------|-------------------|---------------------|----------------------------------|---------------------|-------------------------|---|-------------------------|---------------------|-------------|---------------------|-----------------------|---------------------|---------------------|---------------------|-------------------------|
| BUSINESS STRUCTURE                            |                           | Corporation             | S-Corp            | Sole Proprietorship | Corporation                      | Sole Proprietorship | Corporation             | Non-Profit                                | Corporation             | Corporation         | Corporation | Sole Proprietorship | Corporation           | Sole Proprietorship | Sole Proprietorship | General Partnership | Corporation             |
| OWNERS/PARTNERS/<br>ASSOCIATE PARTNERS        | RACE/ETHNIC COMPOSITION   |                         |                   |                     |                                  |                     |                         |   |                         |                     |             |                     |                       |                     |                     |                     |                         |
|   | Black/African American    |                         |                   |                     | 2                                |                     |                         |   | 1                       |                     |             |                     |                       |                     |                     |                     |                         |
|   | Hispanic/Latino           | 1                       |                   |                     |                                  |                     | 1                       |   |                         |                     |             |                     |                       |                     |                     |                     |                         |
|   | Asian or Pacific Islander |                         |                   | 1                   |                                  |                     |                         |   |                         | 1                   |             |                     |                       |                     |                     |                     |                         |
|   | Native Americans          |                         |                   |                     |                                  |                     |                         |   |                         |                     |             |                     |                       |                     |                     |                     |                         |
|   | Subcontinent Asian        |                         |                   |                     |                                  |                     |                         |   |                         |                     |             |                     | 2                     |                     |                     | 1                   |                         |
|   | White                     | 2                       |                   |                     |                                  | 1                   |                         |   |                         |                     | 1           | 1                   |                       | 1                   | 1                   | 1                   | 2                       |
| Total Number of Employees in California:      |                           | 3                       | 1                 | 1                   | 12                               | 1                   | 2                       | 8   | 4                       | 0                   | 5           | 1                   | 3                     | 10                  | 5                   | 2                   | 6                       |
| Total Number of Employees (including owners): |                           | 3                       | 1                 | 1                   | 22                               | 1                   | 2                       | 8   | 4                       | 12                  | 6           | 1                   | 3                     | 10                  | 6                   | 2                   | 6                       |
| County Certification                          |                           |                         |                   |                     |                                  |                     |                         |   |                         |                     |             |                     |                       |                     |                     |                     |                         |
| CBE   |                           | N/A                     | N/A               | N/A                 | N/A                              | N/A                 | N/A                     | N/A                                       | N/A                     | N/A                 | N/A         | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 | N/A                     |
| LSBE  |                           | N/A                     | N/A               | N/A                 | N/A                              | LSBE                | N/A                     | N/A                                       | LSBE                    | N/A                 | N/A         | N/A                 | N/A                   | N/A                 | N/A                 | LSBE                | LSBE                    |
| Other Certifying Agency                       |                           | N/A                     | N/A               | N/A                 | Metro                            | N/A                 | N/A                     | N/A                                       | City of Los Angeles     | New York City       | DGS         | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 | N/A                     |

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|   |  |  |
|---|--|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>   | 6/14/2023  |  |
| <b>BOARD MEETING DATE</b>   | 6/27/2023  |  |
| <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>  | Approval to amend and restate Memorandum of Understanding (MOU) between the Executive Office of the Board of Supervisors and the Los Angeles Memorial Coliseum Commission.   |  |
| <b>PROGRAM</b>  | Los Angeles Coliseum Commission – Administrative Support 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<br>If Yes, please explain why:   |  |
| <b>DEADLINES/ TIME CONSTRAINTS</b>  | Amend and restate MOU prior to beginning of next fiscal year.  |  |
| <b>COST &amp; FUNDING</b>   | Total cost: \$485,000  | Funding source: Funding for this service is included in the Executive Office's Fiscal Year 2023-24 Adopted Budget. The recommended actions have no fiscal impact to the County since expenditures are fully offset by revenue from the Los Angeles Memorial Coliseum Commission. |
|   | TERMS (if applicable): The Los Angeles Memorial Coliseum Commission agrees to reimburse the EO for the administrative services cost in support of the Commission. This third amended and restated MOU is effective upon execution and will continue form fiscal year to fiscal year, unless terminated by convenience by either party.   |  |
|   | Explanation: The purpose of the third amended and restated MOU is to increase the annual cost to \$485,000 and allow the EO to continue providing ongoing administrative support.  |  |
| <b>PURPOSE OF REQUEST</b>   | Approve and authorize the Executive Officer to approve the execution of the third MOU between EO and the Los Angeles Memorial Coliseum Commission.   |  |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | <ul style="list-style-type: none"> <li>• Current MOU cost is \$378,000 (Second amended and restated MOU)</li> <li>• An increase of \$107,000 annually is needed to continue providing ongoing support and oversight of all administrative and operational functions, including budget and fiscal activities, human resource management, procurement functions, organizing and administering meetings, preparing minutes, maintaining records, as well as maintaining effective relationships with elected officials, high level management, the public and other organized groups.</li> <li>• The recommended actions have no fiscal impact to the County since expenditures are fully offset by revenue from the Los Angeles Memorial Coliseum Commission.</li> </ul> |  |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:   |  |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:  |  |
| <b>DEPARTMENTAL CONTACTS</b>  | Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Susan Huff, Administrative Deputy, Board of Supervisors Executive Office, (213) 893-2509, shuff@bos.lacounty.gov</li> <li>• Angel Ortega, Chief Fiscal Officer, Board of Supervisors Executive Office, (213) 974-9700, aortega@bos.lacounty.gov.</li> </ul>   |  |

**EXECUTIVE OFFICE**



BOARD OF SUPERVISORS

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

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

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

**MEMBERS OF THE BOARD**

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

June 27, 2023

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 AMENDED AND RESTATED MEMORANDUM OF  
UNDERSTANDING BETWEEN THE EXECUTIVE OFFICE OF THE BOARD OF  
SUPERVISORS AND THE LOS ANGELES MEMORIAL COLISEUM COMMISSION  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval of third amended and restated interagency Memorandum of Understanding (MOU) between the Executive Office of the Board of Supervisors (EO) and the Los Angeles Memorial Coliseum Commission (Commission) for administrative support services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Executive Officer of the Board (Executive Officer), or her designee, to approve the execution of the third amended and restated interagency MOU between the EO and the Commission, to restate the obligations of the Commission and the EO and to increase the estimated annual amount for administrative and supportive services. The third amended and restated MOU is effective upon the date of approval and continues from fiscal year to fiscal year, unless terminated for convenience by either party by giving the other party thirty (30) days written notice.

2. Delegate authority to the Executive Officer, or her designee, to execute amendments to the amended and restated MOU, as necessary, for administrative or non-material changes, and to increase the annual cost not to exceed 15% for the services provided under the MOU.

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

On November 20, 2018, the Board approved the second amended MOU between the EO and the Commission to provide appropriate staffing levels and cost to support the Commission, and restated the services provided under the MOU. The cost for administrative services under the second amended and restated MOU was \$378,000.

The purpose of the third amended and restated MOU is to increase the annual cost to \$485,000 and allow the EO to continue providing ongoing support and oversight of all administrative and operational functions, including budget and fiscal activities, human resource management, procurement functions, organizing and administering meetings, preparing minutes, maintaining records, as well as maintaining effective relationships with elected officials, high level management, the public and other organized groups.

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

The recommended actions support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The amended and restated MOU will improve operational effectiveness of the EO and Commission.

### **FISCAL IMPACT/FINANCING**

The estimated annual cost for providing administrative support services to the Commission is \$485,000. The estimated cost includes Salaries and Employee Benefits (S&EB) and Services and Supplies (S&S). The EO will notify the Commission and request approval before incurring costs in excess of this estimate and will amend the MOU accordingly.

Funding for this service is included in the EO's Fiscal Year 2023-24 Adopted Budget. The recommended actions have no fiscal impact to the County since expenditures are fully off-set by revenue from the Commission.

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

The Los Angeles Memorial Coliseum Commission is a Joint Powers Authority (JPA) established under a management agreement between: 1) the State of California/Sixth District Agricultural Association; 2) the County of Los Angeles; and 3) the City of Los Angeles. In June 2013, the Commission approved amendments to the JPA

agreement, (dated November 9, 1976, and initially dated September 25, 1945). The Amended and Restated JPA Agreement became effective on February 26, 2014, after approval and execution by all three member agencies. The purpose of the recent amendment was to revise the governance structure, meeting requirements and operating arrangements of the Commission in view of the change in the level of the daily responsibilities of the Commission as a result of the amendment of the Commission's Lease with the University of Southern California (USC) to provide for the year-round management of the Coliseum and Sports Arena properties. The amended USC-Coliseum Commission Lease became effective July 29, 2013.

On October 8, 2013, the Board approved the ordinance authority and appropriation adjustment for the EO to provide administrative support to the Commission, and began providing administrative support to the Commission under a MOU. On June 9, 2015, the Board approved the first amended and restated MOU and on November 20, 2018 the Board approved the second amended and restated MOU allowing the EO to continue providing proper staffing levels and revise the associated billing rates.

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

Approval of these recommendations will allow the EO to continue providing effective and efficient administrative and support services to the Commission.

Respectfully submitted,

CELIA ZAVALA  
Executive Officer

CZ:rr

c: Chief Executive Officer  
County Counsel

**THIRD AMENDED AND RESTATED INTERAGENCY MEMORANDUM OF  
UNDERSTANDING REGARDING ADMINISTRATIVE AND SUPPORTIVE SERVICES  
BETWEEN THE LOS ANGELES COUNTY EXECUTIVE OFFICE OF THE BOARD OF  
SUPERVISORS (HEREAFTER "EO") AND THE LOS ANGELES MEMORIAL  
COLISEUM COMMISSION (HEREAFTER "COMMISSION")**

**I. Purpose**

The purpose of this Third Amended and Restated Interagency Memorandum of Understanding (MOU) is to restate the obligations of the Commission and the EO and to update the estimated annual amount for administrative support services that have been in place since June 1, 2015.

**II. Services**

The EO will provide ongoing administrative support services to the Commission using two full-time staff. The staff will be responsible for oversight of all budget and fiscal activities, human resource management, payment approval, procurement functions, organizing/administering meetings, preparing minutes, maintaining records, other administrative and operational duties, and maintaining effective relationships with elected officials, high level management, the public, and other organized groups.

**III. Billing, Payment and Labor Rates**

The EO shall bill the Commission for actual Salaries and Employee Benefits (S&EB) expenses for the two staff members and Services and Supplies (S&S). Invoices will be submitted no later than 45 days after the end of the quarter in which services were provided. The invoices shall be sent to the Commission for approval and payment:

Los Angeles Memorial Coliseum Commission  
500 West Temple Street, Room 383  
Los Angeles, CA 90012

The Commission shall pay invoices within 30 days of receipt, except when the Commission provides written notice of any disputed amounts in the same timeframe. Payments, billing questions, and inquiries should be directed to:

Executive Office of the Board of Supervisors  
Fiscal Services Division  
500 West Temple Street, Room 383  
Los Angeles, CA 90012  
Attention: Angel Ortega  
(213) 974-9700  
[aortega@bos.lacounty.gov](mailto:aortega@bos.lacounty.gov)



The EO anticipates total billings of approximately \$485,000 annually. The estimate includes the costs for actual S&EB expenses and anticipated S&S. The EO will notify the Commission and request approval before incurring costs in excess of this estimate.

The EO may adjust the S&EB and S&S rates for any subsequent fiscal year (July 1 through June 30) by written notification to the Commission on or before April 1 of the prior fiscal year.

#### **IV. Modifications/Changes**

This Third Amended and Restated MOU may be modified by mutual consent of both parties. Such modifications shall be in writing.

#### **V. Effective Date and Term**

This Third Amended and Restated MOU is effective upon execution and will continue from fiscal year to fiscal year, unless terminated for convenience by either party by giving the other party thirty (30) days written notice.

#### **Terms and Conditions**

Under this Third Amended and Restated MOU, the EO agrees to continue providing the Coliseum with the services authorized by the Board on October 8, 2013, and requested by the Commission on September 11, 2013.

The Commission agrees to reimburse the EO for the cost of these services, as billed, and to resolve any billing disputes using the County's established dispute resolution process. In the event that a dispute is not thereby resolved to the satisfaction of either party to this Third Amended and Restated MOU, the matter shall be referred to the Board of Supervisors, in the capacity as the final authority of the County of Los Angeles.

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Third Amended and Restated MOU to be executed on its behalf by the Executive Officer of the Board of Supervisor, has caused this Third Amended and Restated MOU to be executed on its behalf by its duly authorized officer.

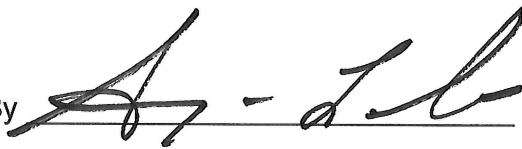
**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS**

Celia Zavala  
Executive Officer

By \_\_\_\_\_

**LOS ANGELES MEMORIAL  
COLISEUM COMMISSION**

George L. Pla  
President, Los Angeles Memorial  
Coliseum Commission

By  \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

APPROVED AS TO FORM:

By  \_\_\_\_\_  
Commission Legal Counsel

Date May 11, 2023

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|   |  |                                 |  |
|---|--|---------------------------------|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>   | 6/14/2023  |                                 |  |
| <b>BOARD MEETING DATE</b>   | 6/27/2023  |                                 |  |
| <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>  | Approval of payment to prefund the CALPERS pension obligation of the Los Angeles Memorial Coliseum Commission  |                                 |  |
| <b>PROGRAM</b>  | Los Angeles Memorial Coliseum Commission – California Public Employees Retirement System (CalPERS)   |                                 |  |
| <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>  | July 30, 2023  |                                 |  |
| <b>COST &amp; FUNDING</b>   | Total cost:<br>\$ 1,461,022  | Funding source: Net County Cost |  |
|   | TERMS (if applicable):   |                                 |  |
|   | Explanation: This one-time payment will satisfy the County's equal share of the Los Angeles Memorial Coliseum Commission's CalPERS pension obligation. Under AB 1912 (2018), member agencies are responsible for the pension obligation of the JPA.  |                                 |  |
| <b>PURPOSE OF REQUEST</b>   | Prefund in part the California Public Employees Retirement System (CalPERS) pension obligation of the Los Angeles Memorial Coliseum Commission.  |                                 |  |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | <p>The Los Angeles Memorial Coliseum Commission (Commission) is a Joint Powers Authority (JPA) and is contractually obligated to pay for certain health and pension benefits of certain of its retired employees as provided through the CalPERS system. The Auditor-Controller's Office, which manages the finances of the Commission and the Los Angeles Memorial Coliseum Foundation (Foundation), which provides financial support to the Commission, has concluded that neither the Commission nor the Foundation will have sufficient funds to meet the Commission's CalPERS pension obligation beyond the 2023-2024 Fiscal Year. Accordingly, the Commission is requesting that its member agencies together and equally provide funding to pre-fund the Commission's CalPERS obligation.</p> |                                 |  |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:   |                                 |  |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:  |                                 |  |
| <b>DEPARTMENTAL CONTACTS</b>  | Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>Al Naipo, Executive Director, Los Angeles Memorial Coliseum Commission, <a href="mailto:ANaipo@bos.lacounty.gov">ANaipo@bos.lacounty.gov</a></li> <li>Lorayne Lingat, Assistant Executive Officer, Board of Supervisors Executive Office, (213) 974-1405, <a href="mailto:lilingat@bos.lacounty.gov">lilingat@bos.lacounty.gov</a></li> <li>Susan Huff, Administrative Deputy, Board of Supervisors Executive Office, <a href="mailto:shuff@bos.lacounty.gov">shuff@bos.lacounty.gov</a></li> </ul>   |                                 |  |

**EXECUTIVE OFFICE**



BOARD OF SUPERVISORS

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

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

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

**MEMBERS OF THE BOARD**

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

June 27, 2023

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

Dear Supervisors:

**APPROVAL OF PAYMENT TO PREFUND THE CALPERS PENSION OBLIGATION  
OF THE LOS ANGELES MEMORIAL COLISEUM COMMISSION  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**SUBJECT**

Request approval for the County of Los Angeles to prefund in part the California Public Employees Retirement System (CalPERS) pension obligation of the Los Angeles Memorial Coliseum Commission.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed action is not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the California Environmental Quality Act State Guidelines for the reasons stated herein.
2. Approve a one-time payment by the County of Los Angeles in an amount up to \$1,461,022 towards satisfying the County's equal share of the Los Angeles Memorial Coliseum Commission's CalPERS pension obligation.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Los Angeles Memorial Coliseum Commission (Commission) is a Joint Powers Authority (JPA) created pursuant to Government Code section 6500, et seq., operating under a management agreement between the State of California/California Science Center, the County of Los Angeles, and the City of Los Angeles. The Commission is contractually obligated to pay for certain health and pension benefits of certain of its retired employees as provided through the CalPERS system.

Under AB 1912 (2018), member agencies of a JPA are responsible for the pension obligation of the JPA.

The Auditor-Controller's Office of the County of Los Angeles, which manages the finances of the Commission and the Los Angeles Memorial Coliseum Foundation (Foundation), which provides financial support to the Commission, has concluded that neither the Commission nor the Foundation will have sufficient funds to meet the Commission's CalPERS pension obligation beyond the 2023-2024 Fiscal Year. Accordingly, the Commission is requesting that its member agencies together and equally provide funding to pre-fund the Commission's CalPERS obligation.

At its regular meeting on March 9, 2023, the Commission unanimously approved Resolution 2023-1 formally requesting that each of its member agencies (City of Los Angeles, County of Los Angeles, and the State of California) provide funding to the Commission in an amount up to \$1,461,022 for a total of \$4,383,066, no later than July 30, 2023, at which time the Commission will forward those funds to CalPERS to satisfy its pension obligation. A copy of the Resolution is included with this Board letter.

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

This action supports the County's Strategic Plan Strategy II.2 Foster Vibrant and Resilient Communities, Support the Wellness of Our Communities to Expand Access to Recreational and Cultural Opportunities.

### **FISCAL IMPACT/FINANCING**

CalPERS projects that the total amount of \$4,383,066 will be sufficient to pre-fund the Commission's pension obligation, subject to actuarial assumptions and conditions. Approval to prefund the Commission's CalPERS pension obligation will result in a cost to the County up to \$1,461,022. The payment is estimated to be a one-time expenditure subject to actuarial assumptions and conditions. The County may be required to contribute additional funds if the actuarial assumptions and conditions are inconsistent with the CalPERS valuation, at which time the Commission's member agencies will be requested to provide an equal share of the funds due to satisfy the CalPERS pension obligation. The Commission approved the CalPERS prefunding plan by way of Resolution 2023-1 at its regular meeting on March 9, 2023.

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

Prior to July 29, 2013, the Commission directly employed staff to manage and operate the Los Angeles Memorial Coliseum and the adjacent Los Angeles Memorial Sports Arena. Both facilities are in Exposition Park on land leased by the Commission from the State of California/California Science Center. In 2013, the Commission turned over day-to-day management responsibilities for the Coliseum and Sports Arena to the University of Southern California (USC) pursuant to an amendment to its lease with USC. In light of that change in management responsibilities, the Commission has not employed any staff since that time and there are no plans to hire employees in the future. As such, there are approximately 35 former Commission employees entitled to pension benefits and that number should decrease over time.

AB 1912 (2018) obligates a JPA's member agencies to be responsible for the pension obligations of the JPA, including those to CalPERS.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended action is not a project under section 21065 of the Public Resources Code and section 15378(b) of the California Environmental Quality Act State Guidelines because approval of the one-time payment to prefund the Commission's CalPERS payment is an administrative activity of government which will not result in direct or indirect physical changes to the environment.

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

Approval to prefund the Commission's CalPERS pension obligation will allow the Commission to continue to engage and promote public participation at the Coliseum as well as preserve its legacy.

Respectfully submitted,

Celia Zavala

Executive Officer, Los Angeles County Board of Supervisors

c: Chief Executive Officer  
County Counsel  
Los Angeles Memorial Coliseum Commission  
Auditor-Controller

## **LOS ANGELES MEMORIAL COLISEUM COMMISSION**

### **Resolution 2023-1**

WHEREAS, the Coliseum Commission (Commission) is a joint powers authority (JPA) operating under the Amended and Restated Los Angeles Memorial Coliseum Commission Management Agreement of 2013 (as amended July 18, 2017), between the City of Los Angeles, the County of Los Angeles, and the California Science Center (State of California);

WHEREAS, the Commission is contractually obligated to pay for the health and pension benefits of certain of its retired employees as provided through the California Public Employees Retirement System (CalPERS) system;

WHEREAS, the Coliseum Commission's current and projected finances (including the revenues of the related Coliseum Foundation) do not provide sufficient revenues for the Commission to be able to pay its CalPERS pension obligations on an ongoing basis beyond the current fiscal year (2022-2023);

WHEREAS, AB 1912 (2018) obligates a JPA's member agencies to be responsible for the pension obligations of the JPA, including those to CalPERS;

WHEREAS, Commission staff have been in communication with CalPERS staff as to how the Commission can best resolve its CalPERS obligations and ensure that the health and pension benefits of the retired employees covered by CalPERS remain in place;

WHEREAS, CalPERS projects that the amount of \$4,383,066 will be sufficient to pre-fund the CalPERS pension fund obligation, subject to actuarial assumptions and conditions;

WHEREAS, each July, CalPERS will determine if there is any change in the valuation, so there will be two year's notice of any additional money due, and how much that might draw down that credit on the balance in our account;

WHEREAS, if the actuarial assumptions and conditions are consistent with the CalPERS valuation, the Commission will not be required to make additional contributions and the Commission will receive a full refund of the difference after there are no more enrollees in the plan;

WHEREAS, if the actuarial assumptions and conditions are inconsistent with the CalPERS valuation, the Commission may, in the future (3+ years), be required to contribute additional funds, and the Commission will request the City, County and State to contribute accordingly;

NOW, THEREFORE, the Commission formally requests that each of its member agencies (City of Los Angeles, County of Los Angeles, and State of California) contribute to the Commission an equal share of \$1,461,022 toward the \$4,383,066 total pre-funding payment, to be made available no later than July 30, 2023, in order that the Commission may pay CalPERS to address the Commission's CalPERS obligations and in light of each member agencies' obligations under AB 1912

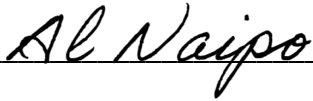
FURTHER, the Commission directs that Commission staff coordinate with the Commissioners as necessary to expeditiously communicate this request to City, County, and State staff, and to coordinate with City, County, and State officials and staff as necessary to expeditiously implement this request.



ADOPTED

by the LOS ANGELES MEMORIAL COLISEUM COMMISSION on March 9, 2023

at Los Angeles, California.

A handwritten signature in cursive script, reading "Al Naipo", is written over a horizontal line.

Chief Administrative Officer and Secretary

Los Angeles Memorial Coliseum Commission

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|   |  |  |
|---|--|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>   | 6/14/2023  |  |
| <b>BOARD MEETING DATE</b>   | 6/27/2023  |  |
| <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>  | Registrar-Recorder/County Clerk (RR/CC)  |  |
| <b>SUBJECT</b>  | APPROVE AN AGREEMENT FOR LA COUNTY TO CONTINUE OWNERSHIP WITH ORANGE, RIVERSIDE AND SAN DIEGO COUNTIES FOR THE ELECTRONIC RECORDING DELIVERY SYSTEM  |  |
| <b>PROGRAM</b>  |  |  |
| <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<br>If Yes, please explain why:   |  |
| <b>DEADLINES/ TIME CONSTRAINTS</b>  | August 18, 2023 (Expiration of current MOU)  |  |
| <b>COST &amp; FUNDING</b>   | Total cost: \$2,750,000<br>(Contract sum including requested 10% delegated authority to increase)  | Funding source:<br>e-Recording Project<br>Special Revenue Fund. \$1<br>statutory surcharge |
|   | TERMS (if applicable): 5 years   |  |
|   | Explanation: The existing FY 22-23 ongoing budget for RR/CC includes \$550,000 in appropriation for Electronic Recording through the SECURE portal. Actual expenditures are driven by the annual fees and number of recorded documents.  |  |
| <b>PURPOSE OF REQUEST</b>   | To request delegated authority to execute, prepare and execute future amendments, and terminate as necessary to the agreement with Orange, Riverside and San Diego Counties for ongoing ownership and maintenance of the Statewide Electronic Courier Universal Recording Environment (SECURE) to comply with the functionality requirements of an Electronic Recording Delivery System (ERDS).  |  |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | <p>Statutorily, California county recorders are authorized to accept digitized electronic documents and digital electronic documents for recordation pursuant to the provisions and regulations developed by the Department of Justice (DOJ). Electronic recording provides authorized submitters with the ability to submit digitized, and digital documents, electronically through a single portal to the various participating counties.</p> <p>In 2008, your Board authorized the County to enter into the Multi-County Agreement which provided the County with an equal ownership of the SECURE portal for a total of five (5) years. The Multi-County Agreement allowed for ownership and maintenance of the SECURE Portal to comply with the functionality requirements of an Electronic Recording Delivery System (ERDS). In 2018 your Board authorized the County to enter into a new Multi-County Agreement for five (5) years that mirrored the 2008 Multi-County Agreement's terms and conditions. The 2018 Multi-County Agreement will expire on August 18, 2023.</p> |  |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:   |  |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:  |  |
| <b>DEPARTMENTAL CONTACTS</b>  | Name, Title, Phone # & Email:<br>Nanette Herrera, Departmental Finance Manager II, (562) 462-2636, NHerrera@rrcc.lacounty.gov<br>Monique Blakely, Assistant RR/CC, (562) 462-2073, MBlakely@rrcc.lacounty.gov  |  |



## LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN

Registrar-Recorder/County Clerk

June 27, 2023

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:

### **APPROVE AN AGREEMENT WITH ORANGE, RIVERSIDE AND SAN DIEGO COUNTIES FOR ONGOING OWNERSHIP AND MAINTENANCE OF THE ELECTRONIC RECORDING DELIVERY SYSTEM (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

Approval of a five (5) year substantially similar agreement (Attachment I) between the Registrar-Recorder/County Clerk (RR/CC) and the counties of Orange, Riverside, and San Diego (Owners) for the continued ownership and maintenance of the Statewide Electronic Courier Universal Recording Environment Electronic Recording Delivery System (hereinafter "SECURE") to comply with the functionality requirements of an Electronic Recording Delivery System (ERDS). The current agreement expires on August 18, 2023. SECURE has enhanced the County's recording process by eliminating manual paper-based recording and has made the recording of documents more efficient and effective for both Title Companies and Government Agencies through the use of automated web-based technology.

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

1. Authorize the RR/CC, or designee, to execute a substantially similar five (5) year Multi-County agreement ("Agreement") (Attachment I) to allow Los Angeles County ("County") to continue its participation with the counties of Orange, Riverside and San Diego in the ownership and maintenance of SECURE for a period of five (5) years, for an estimated total shared contract sum of \$10,000,000, of which the RR/CC is estimated to spend \$2,500,000.

2. Delegate authority to the RR/CC, or designee, to prepare and execute future amendments to the Agreement as needed, subject to advisement and approval by County Counsel.
3. Delegate authority to the RR/CC, or designee, to execute amendments to the estimated contract amount up to an additional 10 percent of the maximum amount of \$2,500,000, or \$250,000, in order to account for any unforeseen costs, subject to the approval of the Chief Executive Office (CEO) and County Counsel.
4. Delegate authority to the RR/CC, or designee, to terminate the contract as necessary, subject to approval by County Counsel.

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

AB 578 (Gov. Code, §§ 27390-27399), authorized county recorders in California to accept digitized electronic documents and certain digital electronic documents for recordation pursuant to the provisions and regulations developed by the Department of Justice (DOJ). Electronic recording provides authorized submitters (title insurers, underwritten Title Companies, institutional lenders, and government entities) with the ability to submit digitized, and certain digital documents, electronically through a single portal to the various participating counties. This program has enabled the signatory counties to improve and modernize their systems of recording and handling real property documents by permitting the electronic delivery, recording, and return of real property documents. The ability to electronically record documents reduces the processing time, staff workload, and material costs associated with managing paper copies and manually maintaining databases.

In 2008, your Board authorized the County to enter into the Multi-County Agreement which provided the County with an equal ownership of the SECURE portal for a total of five (5) years. The 2008 Multi-County Agreement was a collaborative effort between the counties of Los Angeles, Orange, Riverside and San Diego (collectively referred to as "Owners" or individually as "Owner") to allow authorized statewide and national submitters to record documents electronically via a portal. As a result of the success of SECURE ownership, your Board authorized the County to enter into a new Multi-County Agreement in 2018 for five (5) years that mirrored the 2008 Multi-County Agreement's terms and conditions. The 2018 Multi-County Agreement will expire on August 18, 2023.

The attached Agreement ensures continued equal ownership of SECURE with equal shared maintenance costs and will maintain the proven level of efficiency ushered in by the 2008 and 2018 Multi-County Agreements. The benefits of this portal include reduced cost to the individual counties, efficient communication between Northern and Southern California title companies and service providers, and quicker, streamlined recording confirmation times for the title companies and other submitters.

In 2014, the SECURE V3 Multi-County Electronic Recording Delivery System was launched to provide additional enhancements and features to the existing program in

place for Los Angeles County. As part of this effort, RR/CC technical staff re-architected the software in its entirety. SECURE V3 is an innovative, user-friendly, and cost-effective solution designed to deliver electronic recordable documents. SECURE V3 also set the platform for the SECURE G2G (Government to Government) Portal, which functions as a separate portal outside of the ERDS regulations under the same security framework as the existing SECURE system; and the first of its kind to be implemented in the United States, SECURE provides a convenient, centralized submission point for G2G local, state and federal agencies throughout the state, who are doing business with Los Angeles County. The G2G platform allows for government agencies to submit documents electronically for recording using a streamlined system that connects multiple counties to Government Agencies through the use of a single web interface.

To date, SECURE continues to enable customers who submit significant numbers of documents for recording, to do so by computer, receive direct communication from the County Recorder, and monitor recording status' via computer. SECURE also enhances the document recording services provided to financial and real estate customers by making these services easier, faster, and more cost effective. Further, the SECURE portal facilitates the recording process by dramatically reducing the processing time, staff workload, and material costs associated with managing paper copies. The County's continued partnership, by way of the attached Agreement, with the other Southern California counties who share in the ownership and maintenance of SECURE, is cost effective and enables a timelier and more efficient document recording process.

#### Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

**Strategy III.2.3 – Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency:** Ensure that service delivery systems are efficient, effective, and goal-oriented. SECURE provides users a technologically sound means to record real property documents electronically and facilitates information sharing with other participating counties.

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

This agreement will be funded via the Multi-County e-Recording Project Special Revenue Fund. Pursuant to AB 578, a county recorder implementing an electronic recording delivery system may assess an additional fee of up to \$1.00 to defray the cost of SECURE. On November 12, 2008, your Board approved the establishment of a \$1.00 fee for recorded real property documents. In December 2008, the RR/CC began collecting the aforementioned fee. The revenue collected is accounted for in the Multi-County e-Recording Project Special Revenue Fund with all related program expenses charged to the dedicated fund. Annual maintenance cost, and any future cost will be offset by revenue from the \$1.00 statutory surcharge which will be assessed on recorded real property documents. The RR/CC anticipates collecting approximately \$1.5 million in revenue per fiscal year.

Collectively, Owners shall pay an aggregate not-to-exceed amount of \$10,000,000 for the Agreement. Each Owner, including Los Angeles County, is required to pay an annual owner's fee of \$50,000 in addition to a \$0.30 fee per recorded document for the ownership, maintenance, and support of SECURE. RR/CC currently estimates approximately 1.5 million recordings per year at a cost of \$450,000. The estimated annual cost of the Agreement for the County is \$500,000, with a five (5) year estimated total of \$2,500,000.

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

The Electronic Recording Delivery Act of 2004 (AB 578) was signed into law on September 21, 2004. The act added Article 6 (commencing with Section 27390) to Chapter 6 of Division 2 of Title 3 of the Government Code relating to county recorders, making an appropriation, and declaring the urgency thereof, to take effect immediately. This legislative action authorized county recorders to establish electronic recording systems for the electronic recording of digitized and certain digital real property documents and requires the DOJ to develop regulations for review, approval, and oversight of the program. AB 578 required a Memorandum of Understanding (MOU) with the State; approval by resolution of the Board of Supervisors; and required interested counties to submit a yearly Letter of Intent to the DOJ. The RR/CC submitted the Letter of Intent to the DOJ on June 17, 2005 and upon Board authorization on August 30, 2005, executed the MOU with the DOJ on November 3, 2005. The MOU with the DOJ was for one year and automatically renews in one-year increments unless terminated by either party.

## **CONTRACTING PROCESS**

The Agreement was developed in collaboration between the respective county counsels for each Owner county. This is a government-to-government collaboration. There was no additional contracting process associated with the recommended Agreement.

The Chief Executive Office has reviewed and approved this Board letter. County Counsel has reviewed this Board letter and approved the Multi-County Agreement as to form.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology components of this request and recommends approval. The OCIO determined that this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

The Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

**IMPACT ON CURRENT SERVICES**

County's participation in the Agreement provides County with a cost-effective means to electronically record real property documents. Electronic recording is paperless to the County. The delivery, recording, document maintenance, and return to the submitter, is all expedited through electronic delivery. This process also reduces cost to the County by transferring the responsibility, for mailing the recorded documents to real property owners, back to the submitter.

Respectfully submitted,

Reviewed By:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

PETER LOO  
Acting Chief Information Officer

DCL:JG:NH  
VW:cp

Attachment

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

**AGREEMENT BETWEEN THE COUNTIES OF ORANGE, LOS ANGELES, RIVERSIDE AND  
SAN DIEGO FOR THE SHARED OWNERSHIP AND ONGOING MAINTENANCE OF THE  
STATEWIDE ELECTRONIC COURIER UNIVERSAL RECORDING ENVIRONMENT  
ELECTRONIC RECORDING DELIVERY SYSTEM**

This Multi-County Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the Counties of Orange, Los Angeles, Riverside and San Diego (hereinafter collectively referred to as “**Owners**”) for Shared Ownership and Ongoing Maintenance of the Statewide Electronic Courier Universal Recording Environment Electronic Recording Delivery System (hereinafter “**SECURE**” and “**ERDS**”).

**RECITALS**

**WHEREAS**, the Owners entered into a Multi-County Agreement dated, August 19, 2008, for shared Ownership and ongoing maintenance for SECURE (the “**2008 Multi-County Agreement**”); and

**WHEREAS**, the 2008 Multi-County Agreement designated Orange County as the “Lead County” in developing and supporting this multi-county system, and is responsible for negotiating and executing any contract relating to the support and maintenance of SECURE; and

**WHEREAS**, the Owners entered into a new Multi-County Agreement, dated August 19, 2018, for continued shared Ownership and ongoing maintenance for SECURE (the “**2018 Multi-County Agreement**”); and

**WHEREAS** the SECURE system allows for the integration of a California State certified ERDS and of a Government to Government (hereinafter, “**G2G**”) Portal within the security framework of the system; and

**WHEREAS**, the Owners designated the Lead County to administer the G2G Memoranda of Understanding; and

**WHEREAS**, the Owners desire to establish a new five-year multi-county agreement; and

**NOW, THEREFORE**, the Owners mutually agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions necessary to allow the Owners to continue to share in the Ownership, cost and maintenance of SECURE.

**II. DEFINITIONS**

- A. Owners** means the owners of the SECURE system which is comprised of the counties of Orange, Los Angeles, Riverside and San Diego.
- B. Lead County** means the Owner County, that acts on behalf of SECURE and that the Owners have designated as lead in developing and supporting the multi-county system and responsible for handling the administrative functions, negotiating and executing any contracts relating to the support and maintenance of SECURE.



- C. **Partner** means any county that is not an Owner and uses SECURE to electronically receive and return documents for recording.
- D. **Government Agency** means a county department, a government entity, or other government agency, Owners that submits package(s) of documents electronically to an Owner or Partner using the SECURE G2G Portal.
- E. **Authorized Submitter** means a company or individual under a separate SECURE agreement that submits batches of documents electronically to one or more Owners or Partner using SECURE for the purpose of recording that has authorized agents to submit on their behalf, is authorized by Government Code section 27391 to enter into a contract with Lead County for electronic recording of documents, and is not disqualified pursuant to Government Code section 27395.
- F. **Agent** means a representative and their employee who are authorized to submit documents on behalf of an Authorized Submitter and who has met the requirements set forth in the regulations promulgated to effectuate ERDS as provided by Government Code section 27393.
- G. **SECURE** means the Statewide Electronic Courier Universal Recording Environment used by multiple participating counties to electronically receive and return documents for recording.
- H. **SECURE G2G Portal** means the SECURE Government to Government Portal.
- I. **Government to Government** means the act of a county recorder recording a document for a government entity through the SECURE G2G Portal.

### III. TERMS AND CONDITIONS

- A. **Term of Agreement:** The term of this Agreement shall be for five years, commencing on July 1, 2023, and ending on June 30, 2028, unless earlier terminated by the terms of this Agreement.
- B. **Cost:** This is a fixed rate agreement for all related services. Lead County agrees to accept the specified compensation set forth in Attachment B, Compensation and Payment, as full remuneration for providing all equipment, performing all services, furnishing all staffing and materials necessary, and performing all its duties and obligations hereunder.

In the event the Lead County anticipates the cost for services is in excess of the authorized amounts, the Owners shall be notified immediately in writing. Lead County shall not be required to expend for services in excess of the authorized amounts stated in Attachment B unless the Owners otherwise agree through an executed amendment.

#### C. Administration:

1. Owners agree to assign Orange County as the Lead County. The powers, duties and responsibilities of the Lead County (the "Scope of Services") are set forth in Attachment A.
2. This Agreement shall be administered by each of the Owners through their appointed representative as follows: the Orange County Clerk-Recorder for the County of Orange, the Los Angeles County Registrar-Recorder/County Clerk for the County of Los Angeles, the Riverside County Assessor-County Clerk-Recorder for the County of Riverside, and the San Diego County Assessor/Recorder/County Clerk for the County of San Diego.

3. Owners shall each have an equal vote in any decision, including but not limited to enhancements, modifications and maintenance to the system. The appointed representative of each Owner or his/her designee shall exercise each Owner's vote under this Agreement.
4. Each Owner shall have an equal share of all rights, title and Ownership interest(s), including but not limited to copyright in the SECURE system.
5. The original and any copies of the SECURE software (including the source code), in whole or in part, are and will remain the property of the Owners and this will be reflected in any contract with third party vendors.
6. Unless otherwise agreed upon by the Owners all software and related work provided by any vendor shall be the sole property of the Owners. Any vendor hired to modify, enhance and maintain the software shall have no Ownership interest in any software or related work.

#### IV. GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the Owners hereto agree to and do hereby submit to the jurisdiction of such court in which the action is initiated. If the action is initiated by the County of Orange, then the exclusive venue of the court of competent jurisdiction would be Orange County. If the County of Los Angeles initiates an action, then the exclusive venue of the court of competent jurisdiction would be Los Angeles County. If the County of Riverside initiates an action, then the exclusive venue of the court of competent jurisdiction would be Riverside County. If the County of San Diego initiates an action, then the exclusive venue of the court of competent jurisdiction would be San Diego County. The Owners hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Owners specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Agreement:** This Agreement contains the entire agreement between the Owners with respect to the matters herein and replaces and supersedes the 2018 Multi-County Agreement. There are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Owners unless authorized in writing. Electronic acceptance of any additional terms, conditions or supplemental agreements by any Owners' employee or agent, including but not limited to installers of software, shall not be valid or binding unless accepted in writing by Owners' Deputy Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Owners; no oral understanding or agreement not incorporated herein shall be binding on any of the Owners; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by all Owners in writing.
- D. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Owners. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned by Owners without the express written consent of all Owners. Any attempt by Owners to assign the performance or any portion thereof of this Agreement without the express written consent of all Owners shall be invalid and shall constitute a breach of this Agreement.

- E. Termination:** In addition to any other remedies or rights it may have by law, each party has the right to withdraw and terminate their participation in this Agreement without penalty after 90 days' written notice. Exercise by Lead County of its right to terminate the Agreement shall relieve Lead County of all further obligations as outlined in Attachment A. A withdrawing Owner shall remain liable for and shall pay its proportional share of any indebtedness incurred before withdrawing. The withdrawing Owner shall not be entitled to a credit or refund for any sums paid under this Agreement. An Owner that withdraws from the Agreement shall not be entitled to the rights, title and Ownership interest, including, but not limited to, copyright in the SECURE system, or to the original SECURE software (including the source code), and any copies of the same-all which will remain the property of the remaining Owners. An individual Owner's withdrawal shall not otherwise affect the validity of this Agreement.
- F. Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- G. Changes:** Owners acknowledge and agree that Lead County is not obligated nor authorized to perform services outside of the Scope of Services. Lead County shall make no changes in the Scope of Services without the affirmative written consent of all Owners, including the Lead County. If Lead County believes that a change in the Scope of Services is appropriate, it may propose the changes through a written amendment to Owners. The proposed amendment shall detail the change(s) in Scope of Services and compensation, as applicable. Lead County shall provide sufficient time for the review and analysis of the proposed amendment by non-proposing Owners. Lead County shall be provided sufficient time for review, processing, and acceptance of amendments. Owners may reject Lead County's proposed amendment, propose a revision to the amendment, or approve such amendment as requested by the Lead County. Owners acknowledge and agree that any rejection of a proposed amendment relieves the Lead County of any obligation to perform outside of the existing Scope of Services to this the Agreement and in no event, will the Lead County perform services that Owners have not approved.
- H. Force Majeure:** Lead County shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delays due to a disruption of SECURE electronic recording services caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control.
- I. Confidentiality:** Owners agree to maintain the confidentiality of all Owner and Owner related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Owners and Owners' staff, agents and employees. Owners may disclose confidential records and information if required to do so as a matter of law, regulation, subpoena or court order.
- J. Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- K. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, each party shall bear their own attorney's fees, costs and expenses.

**L. Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Owners and this Agreement.

**M. Indemnification:**

The Owners agree that, pursuant to Government Code 895.4, each Owner ("Indemnitor") shall fully indemnify and hold harmless the other Owners and their officers, board members, employees and agents, special districts (individually and collectively hereafter referred to as "Indemnitees") from any claim, expense or cost (including attorney's fees), damage or liability imposed for injury, occurring by reason of the negligent acts, omissions, or willful misconduct of the Indemnitor or its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party relating to this Agreement. This indemnification includes any claim that the SECURE system that is in existence at the time of the execution of this Agreement, in whole or in any part, infringes the intellectual property rights of any third party, including without limitation copyrights, patents, or trademarks.

**N. Audits/Inspections:** Owners agree to permit each Owners' Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Lead County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Owners for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. The Owners shall provide reasonable notice of such an audit or inspection.

Owners agree to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Agreement or by law. Owners agree to allow interviews of any employees or others who might reasonably have information related to such records. Further, Lead County agrees to include a similar right to the Owners to audit records and interview staff of any subcontractor related to performance of this Agreement.

**O. Contingency of Funds:** Owners acknowledge that funding or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to Owners; and inclusion of sufficient funding for the services hereunder in the budget approved by Owners' Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Owners may terminate or modify this Agreement without penalty.

**P. Expenditure Limit:** The Lead County shall notify the Owners in writing when the expenditures against the Agreement reach 75 percent of the dollar limit on the Agreement. The Lead County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar

limit on the Agreement unless an amendment to cover those costs has been executed as provided in Section IV. C. to this Agreement.

- Q. Exclusion of Liability:** Except in relation to the indemnities expressly provided hereunder, the Owners, will not be liable to each other for any indirect, incidental, special or consequential claims of any kind whatsoever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation, and whether direct or indirect) loss of production, loss of profits or of contracts, loss of business, loss of management or operation time and loss of goodwill or anticipated savings, even if the party has been notified of the possibility thereof or could have foreseen such claims.

DRAFT

## V. NOTICES

Any and all notices, requests demand and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Owners' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be sent by postage prepaid first-class mail to the respective Owners as provided in this paragraph.

The County of Orange:      Attn: Robert Dorrough  
Chief Deputy Recorder  
601 North Ross Street  
Santa Ana, CA 92701  
Phone: 714-834-5119  
E-Mail: [Robert.Dorrough@rec.ocgov.com](mailto:Robert.Dorrough@rec.ocgov.com)

The County of Los Angeles:      Attn: Monique Blakely  
Assistant Registrar-Recorder/County Clerk  
12400 Imperial Highway, Room 503  
Norwalk, CA 90650  
Phone: 562-462-2073  
E-Mail: [MBlakely@rrcc.lacounty.com](mailto:MBlakely@rrcc.lacounty.com)

The County of Riverside:      Attn: Lisa Anderson  
Assistant Assessor-County Clerk-Recorder  
2724 Gateway Drive  
Riverside, CA 92507  
Phone: 951-486-7451  
E-Mail: [lianders@asrelkrec.com](mailto:lianders@asrelkrec.com)

The County of San Diego:      Attn: Val Handfield  
Assistant Recorder/Clerk  
1600 Pacific Highway, Room 260  
San Diego, CA 92101  
Phone: 619-557-4035  
E-Mail: [Val.handfield@sdcounty.ca.gov](mailto:Val.handfield@sdcounty.ca.gov)

**Signature Page**

IN WITNESS WHEREOF, the Owners hereto have executed this Agreement between the Counties of Orange, Los Angeles, Riverside and San Diego for Shared Ownership and Ongoing Maintenance of an Electronic Recording Delivery System to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

**COUNTY OF ORANGE:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Hugh Nguyen  
Clerk-Recorder

**APPROVED AS TO FORM:**  
**County Counsel**  
**County of Orange, California**

By \_\_\_\_\_ Date \_\_\_\_\_  
Deputy

Approved by the County of Orange Board of Supervisors on: \_\_\_\_\_  
Date

**Signature Page**

IN WITNESS WHEREOF, the Owners hereto have executed this Agreement between the Counties of Orange, Los Angeles, Riverside and San Diego for Shared Ownership and Ongoing Maintenance of an Electronic Recording Delivery System to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

**COUNTY OF LOS ANGELES:**

By \_\_\_\_\_  
Dean Logan  
Registrar-Recorder/County Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
**County Counsel**  
**County of Los Angeles, California**

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

Approved by the County of Los Angeles Board of Supervisors on: \_\_\_\_\_  
Date



**Signature Page**

IN WITNESS WHEREOF, the Owners hereto have executed this Agreement between the Counties of Orange, Los Angeles, Riverside and San Diego for Shared Ownership and Ongoing Maintenance of an Electronic Recording Delivery System to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

**COUNTY OF RIVERSIDE:**

By \_\_\_\_\_  
Peter Aldana  
Assessor-County Clerk Recorder

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
**County Counsel**  
**County of Riverside, California**

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

Approved by the County of Riverside Board of Supervisors on: \_\_\_\_\_  
Date

**Signature Page**

IN WITNESS WHEREOF, the Owners hereto have executed this Agreement between the Counties of Orange, Los Angeles, Riverside and San Diego for Shared Ownership and Ongoing Maintenance of an Electronic Recording Delivery System to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

**COUNTY OF SAN DIEGO:**

By \_\_\_\_\_  
Jordan Marks  
Assessor/Recorder/County Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
**County Counsel**  
**County of San Diego, California**

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

Approved by the County of San Diego Board of Supervisors on: \_\_\_\_\_  
Date

## ATTACHMENT A SCOPE OF SERVICES

### I. Responsibilities of Lead County:

The Lead County shall perform the following functions:

1. Ensure SECURE's compliance with current California ERDS regulations and applicable Federal and State laws;
2. Ensure SECURE will support vendor specific connections to county back end users;
3. Provide Electronic Recording Application Program Interface (API) documentation to Partners;
4. Implement, train, host, support and manage ongoing system operations and support activities for SECURE;
5. Work with approved Agents and Authorized Submitters to install SECURE client software and provide training;
6. Manage all SECURE user accounts for approval, denial, and or suspension;
7. Coordinate with potential partner counties to join SECURE;
8. Serve as a liaison with the California Department of Justice ERDS Program and the Owners and Partners to ensure that all applicable ERDS standards are being met by SECURE;
9. Manage server hosting facility and maintain SECURE network;
10. Coordinate installation, testing and final acceptance of approved SECURE system upgrades, modifications and enhancements;
11. Coordinate activities related to SECURE system certification for approved Partners;
12. Distribute and maintain SECURE system policies and procedures;
13. Administer the SECURE G2G Program: including administration of the SECURE G2G Portal and coordination and administration of all memorandum of understandings with the Partners and Government Agencies for use of the electronic recording under the SECURE G2G Portal;
14. Employ third party vendors and employees for administration of SECURE program requirements;
15. Enter into contracts for technical support and maintenance of SECURE network and system;
16. Perform all other acts reasonable and necessary to carry out the purpose of this Agreement within the costs contemplated under Attachment B of this Agreement;
17. Manage and maintain SECURE website and Owners' portal including posting operating and financial information;

18. Coordinate SECURE technical meetings between SECURE support staff and Los Angeles County development staff;
19. Coordinate meetings to review Agent and Authorized submitter compliance to ERDs Regulations;
20. Coordinate disciplinary reviews and notify Agent and/or Authorized Submitter of any proposed disciplinary action.

DRAFT

**ATTACHMENT B**  
**COMPENSATION AND PAYMENT**

**A. Not-To-Exceed Compensation:**

Lead County, shall annually collect fees from Owners, and record in a separate fund designated for SECURE. Owners collectively shall pay to Lead County for performance of this Agreement the not-to-exceed amount of **\$10,000,000** for Lead County's approved work in accordance with the Scope of Services and as calculated under Section B, below. Lead County shall only be entitled to payment for work as directed by Owners and completed by Lead County within its Scope of Services as set forth in Attachment A. In no event shall Lead County be entitled to compensation and reimbursement that would result in the total payment by the Owners under this Agreement exceeding **\$10,000,000** unless an amendment to this Agreement is approved by Owners, pursuant to the Section G. ("Changes") to this Agreement.

**B. Calculation of Fees and Charges:**

| <b><u>Description</u></b>                      | <b><u>Rate</u></b> | <b><u>Total 5-year<br/>Agreement<br/>Amount<br/>Not to Exceed</u></b> |
|--|--------------------|---|
| Base Fee – Per Recorded Document               | <b>\$0.30</b>      | <b>\$9,000,000.00</b>   |
| Owners Annual Fee – Per Year                   | <b>\$50,000.00</b> | <b>\$1,000,000.00</b>   |
| <b>Total Agreement Amount – Five Year Term</b> |                    | <b>\$10,000,000.00</b>  |

"Base Fee – Per Recorded Documents" means what the counties reported to the Office of the Insurance Commissioner pursuant to Section 27296 of the Government Code, for the previous calendar year. The amounts will be transcribed from the annual letter issued by the State of California Department of Justice Electronic Recording Delivery System Program.

1. In the event SECURE's annual revenues exceed annual expenditures, the surplus shall be applied as follows:
  - a. If there is no shortfall from the previous year, the surplus revenue amount will be proportionally split (the percentages derived from an Owner county's annual recordings divided by the total annual recordings of all four Owners) between the Owners and credited to their subsequent year's invoices.
  - b. Any surplus at the end of the final year of the Agreement will be proportionally split (the percentages derived from an Owner county's annual recordings divided by the total annual recordings of all four Owners) between the Owners and returned to each Owner.
2. In the event SECURE's annual expenditures exceed annual revenues, any prior year surpluses will be used to offset the revenue shortfall.
  - a. If a revenue shortfall cannot be offset by previous a year's revenue surplus, the amount of the shortfall will be proportionally split (the percentages derived from an Owner county's

annual recordings divided by the total annual recordings of all four Owners) between the Owners and assessed on a supplemental invoice.

3. In the event the not to exceed amount is reached during the term of the Agreement Lead County shall notify Owners. Lead County shall not invoice Owners for any amounts that would be in excess of the not to exceed amount.
  - a. Any surplus remaining shall be proportionally split between the Owners based on the percentages derived from an Owner county's annual recordings divided by the total annual recordings of all four Owners and multiplied by the surplus.
  - b. If there is a shortfall, Lead County will not be responsible for any expenditure overruns and will not pay for work in excess of the not to exceed amount unless an amendment to cover those costs has been executed by the Owners.

**C. Request for Payment:**

Lead County shall submit electronic invoices to each Owner for services under this Agreement no later than March 31<sup>st</sup> of each year. The invoices shall include customary information including, but not limited to:

1. Signed Invoice cover sheet
2. Up-to-date total accounting of hours and annual cost for the project
3. Up-to-date total accounting of revenue for the project
4. Report of overages and shortages relating to expenditures and revenue
5. Progress report for each activity
6. List of employees who worked on the Scope of Services during the time covered by the Request for Payment, including their names, job titles, hourly rates, and assignments

Payment(s) shall be submitted to Lead County no later than 30 days following receipt of the invoice. Lead County shall disburse from SECURE funds all approved sums payable on outstanding bills and provide to the Owners copies of all billings submitted and all payments made to any provider of services under this Agreement.

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

|   |   |  |
|---|---|--|
| <b>OPS CLUSTER<br/>AGENDA REVIEW DATE</b>   | 6/14/2023   |  |
| <b>BOARD MEETING</b>  | 7/11/2023   |  |
| <b>SUPERVISORIAL<br/>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</b>   | Internal Services Department (ISD)  |  |
| <b>SUBJECT</b>  | Request authority to seek funding to cover the 2023 Tech Empowerment Day, procure and distribute computer devices to constituents, and negotiate (and execute) corresponding agreements.  |  |
| <b>PROGRAM</b>  | Delete the Divide Initiative  |  |
| <b>AUTHORIZES<br/>DELEGATED<br/>AUTHORITY</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   * If the agreement/s are above the County's Purchasing Agent authority of \$200K.   |  |
| <b>SOLE SOURCE<br/>CONTRACT</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  |
|   | If Yes, please explain why: ISD will be conducting competitive solicitations and does not anticipate needing to sole source agreements. However, ISD may have a need to award sole source agreements/POs under the micro-purchase threshold per ARP requirements (under \$10K).   |  |
| <b>DEADLINES/<br/>TIME CONSTRAINTS</b>  | The event is to take place the week of 10/2/23 – 10/6/23  |  |
| <b>COST &amp; FUNDING</b>   | Total cost: not to exceed \$400,000   | Funding source: American Rescue Plan Act |
|   | TERMS (if applicable): Not to exceed 30 days.   |  |
|   | Explanation: N/A  |  |
| <b>PURPOSE OF<br/>REQUEST</b>   | Authorize the Director of ISD to negotiate and execute agreements with a venue to host the 2023 Tech Empowerment Day in October 2023; Authorize the Director of ISD, in consultation with the Chief Executive Office and County Counsel, to take any actions necessary and appropriate to facilitate and identify funding for the 2023 Tech Empowerment Day, not to exceed \$400,000; Authorize the Director of ISD to solicit and receive sponsorships, donations, or in-kind gifts in any amount, subject to County budgetary guidelines and practices, on behalf of the Delete the Divide Initiative to support the 2023 Tech Empowerment Day and benefit schools, students, and educators who participate in the event; Authorize the Director of ISD, through the Delete The Divide Initiative, to procure and distribute computer devices to constituents in Los Angeles County, subject to a needs assessment; Find that these actions are deemed necessary to meet the social needs of the population of the County and serve a public purpose consistent with Government Code Section 26227. |  |
| <b>BACKGROUND<br/>(include<br/>internal/external issues<br/>that may exist including<br/>any related motions)</b> | The digital divide is the economic, educational, and social inequalities between those who have computers and internet access and those who do not. In Los Angeles County, it is estimated that 416,000 households lack internet service and 265,000 households are without a home computer. On September 27, 2022, the County of Los Angeles Board of Supervisors (Board) approved a motion titled <a href="#">Recognizing Digital Inclusion Week</a> . The motion acknowledged Digital Inclusion Week from October 3 – 7, 2022. Additionally, the motion authorized ISD to take several actions that facilitated the inaugural 2022 Tech Empowerment Day. This request is to cover the costs of hosting the 2023 Tech Empowerment Day for middle and high school students in Los Angeles County during National Digital Inclusion Week in October 2023.   |  |
| <b>EQUITY INDEX OR<br/>LENS WAS UTILIZED</b>  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| <b>SUPPORTS ONE OF<br/>THE NINE BOARD<br/>PRIORITIES</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:   |  |
| <b>DEPARTMENTAL AND<br/>OTHER CONTACTS</b>  | Selwyn Hollins, ISD Director, (323) 267-2101, SHollins@isd.lacounty.gov   |  |



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**SELWYN HOLLINS**  
Director

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

*"Trusted Partner and Provider of Choice"*

July 11, 2023

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:

**2023 TECH EMPOWERMENT DAY AND  
COMPUTER DEVICES FOR CONSTITUENTS IN NEED  
ALL DISTRICTS  
(3-VOTES)**

**SUBJECT**

Request authorization to negotiate agreements and seek funding opportunities to cover the costs of hosting the 2023 Tech Empowerment Day for middle and high school students in Los Angeles County during National Digital Inclusion Week in October 2023. Additionally, authorization to procure and distribute computer devices to constituents based on a needs assessment.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of ISD, or his designee, to negotiate and execute agreements, including sole source agreements, approved as to form by County Counsel, and to amend and terminate such agreements, with a venue to host the 2023 Tech Empowerment Day in October 2023.
2. Authorize the Director of ISD, or his designee, in consultation with the Chief Executive Office and County Counsel, to take any actions necessary and appropriate to facilitate and identify funding for the 2023 Tech Empowerment Day, not to exceed \$400,000.



3. Authorize the Director of ISD, or his designee, as an agent of the County of Los Angeles, to solicit and receive sponsorships, donations, or in-kind gifts in any amount, subject to County budgetary guidelines and practices, on behalf of the Delete the Divide Initiative to support the 2023 Tech Empowerment Day in order to benefit schools, students, and educators who participate in the event.
4. Authorize the Director of ISD, or his designee, through the Delete The Divide Initiative to procure and distribute computer devices to constituents in Los Angeles County, subject to a needs assessment.
5. Find that these actions are deemed necessary to meet the social needs of the population of the County and serve a public purpose consistent with Government Code Section 26227.

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

The digital divide is the economic, educational, and social inequalities between those who have computers and internet access and those who do not. In Los Angeles County, it is estimated that 416,000 households lack internet service and 265,000 households are without a home computer. The most impacted areas are low-income communities and among populations that are predominantly Black and Latino. Also, nearly 300 middle and high schools are located within these communities.

#### **Tech Empowerment Day**

On September 27, 2022, the County of Los Angeles Board of Supervisors (Board) approved a motion titled [Recognizing Digital Inclusion Week](#). The motion acknowledged Digital Inclusion Week from October 3 – 7, 2022. Additionally, the motion authorized ISD to take several actions that facilitated the inaugural 2022 Tech Empowerment Day.

On October 6, 2022, the 2022 Tech Empowerment Day was held for middle and high school students at SoFi Stadium in the City of Inglewood. More than 3,200 students participated from schools throughout Los Angeles County. The event provided hands-on experience and behind-the-scenes exposure to a wide range of modern technologies. Dozens of corporations and organizations hosted activity stations, demonstrations, and information booths. The types of interactive experiences available to the students included coding, robotics, gaming, augmented reality, 3D printing, space exploration, drone technology, internship/career programs, County services, and more. There were also laptop giveaways, photo stations, appearances by media personalities, a visit by the Los Angeles Rams mascot and cheerleaders, and access to the football field and team locker rooms with attention to various technology features. Additionally, school educators were able to network with corporate partners to obtain information about potential collaborations on academic enrichment opportunities.

The 2022 Tech Empowerment Day was planned and coordinated in less than three months with successful results. Based on feedback from participants and interest among numerous schools that would like to attend the next event, it is anticipated that participation will double for the 2023 Tech Empowerment Day. Thus, ISD is allotting more time for planning and implementation.

In identifying a host venue, the following are essential criteria:

- Venue is located in or near underserved communities impacted by the digital divide.
- Availability to accommodate a private event during the first week of October 2023.
- Capacity for 6,000 or more students, teachers, chaperones, and guests
- Adequate parking for 120 to 150 school buses.
- Event space for 50 or more activity booths/stations staffed by tech companies and organizations.
- Meeting space to facilitate networking among educators, administrators, and tech companies.
- Areas for vehicle displays (e.g., gaming trailers, autonomous vehicles).
- Reliable power and internet connectivity for multiple tech activity booths/stations.
- Security personnel.
- Medical services.
- Food and beverage service offerings.
- Access to tables, chairs, and audio/visual equipment.

ISD has researched and toured venues capable of accommodating the 2023 Tech Empowerment Day. A competitive solicitation is currently being administered based on the above-mentioned criteria.

### Computer Devices

A home computer and reliable internet service are essential to accessing education, employment opportunities, healthcare services, financial resources, support networks, and commerce. A common concern and well-documented issue which prevents thousands of households from accessing the internet at home is the basic lack of a computer device.

In the above-mentioned motion titled [Recognizing Digital Inclusion Week](#), the Board authorized ISD to distribute computer devices to households that enroll in the Affordable

Connectivity Program (ACP) for the first time, subject to a needs assessment. The ACP is a federal program that provides qualifying households with a monthly subsidy of up to \$30 for broadband internet service. The monthly broadband discount for eligible households on Tribal land is a maximum of \$75.

In December 2022, ISD began deploying free laptops to ACP-eligible households through community outreach events. The laptops are designated for first time enrollees, but ISD staff frequently encounters constituents in need of a computer device who are already enrolled in the ACP, or who do not qualify for the ACP, yet experience computer access and affordability challenges. In the interest of dismantling the digital divide, the County can better support residents by expanding the deployment of computer devices to households in need regardless of ACP enrollment status.

### **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan Goal I – Make Investments That Transform Lives, Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions; and Goal II – Foster Vibrant and Resilient Communities, Strategy II.1 – Drive Economic and Workforce Development in the County.

### **FISCAL IMPACT/FINANCING**

The Board has allocated \$12,050,000 from the American Rescue Plan Act (ARPA) to support the County's Delete The Divide Initiative, which is administered by ISD. Delete the Divide advances digital equity in underserved communities through partnerships, infrastructure investments, and technology resources that empower residents and small businesses.

The 2023 Tech Empowerment Day is a special event hosted by Delete The Divide. ISD intends to cover costs for the event venue and associated fees from its ARPA allocation, subject to approval by the CEO and County Counsel. These costs may be offset by various contributions, subject to authority from your Board allowing ISD to solicit and receive sponsorships, donations, and in-kind gifts.

The procurement and deployment of computer devices will also be funded from ISD's ARPA allocation, subject to approval by the CEO and County Counsel.

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

Pursuant to California Government Code section 26227, these programs and services provided by the 2023 Tech Empowerment Day should be deemed necessary to meet the social needs of the population, thereby providing a benefit to the County as a whole.

### **CONTRACTING PROCESS**

ISD is administering a competitive solicitation to select a venue that can accommodate the 2023 Tech Empowerment Day. The purpose of the solicitation is to comply with federal ARPA funding guidelines, which require State and local government agencies, such as the County, to perform competitive solicitations for services contracts which will be funded by federal ARPA funds. The solicitation will be performed pursuant to established County policy and procedures, as advised by County Counsel.

ISD will utilize existing County master agreements and purchase order solicitations to procure desktop computers, laptops, and tablets.

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

Approval of the recommended actions will enable the County to build on its commitment to digital equity. The 2023 Tech Empowerment Day and distribution of computer devices to constituents in need are both proactive efforts that will enable access to greater opportunities and will also help to dismantle the digital divide.

### **CONCLUSION**

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

Respectfully submitted,

Selwyn Hollins  
Director

SH:sh

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