



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, November 8, 2023
TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996
ID: 169948309# [Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A.** Board Letter:
APPROVE A CONTRACT WITH PAT V. MACK, INC. TO PROVIDE GOTHAM CONSULTING SERVICES
Speaker(s): Alex Madera and Sandra Lucio (Sheriff's)
 - B.** Board Letter:
APPROVE MODEL MASTER AGREEMENT FOR HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
Speaker(s): Blanca Arevalo, Alex Madera and Alan Butler (Sheriff's)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
APPROVE SOLE SOURCE AMENDMENTS TO EXTEND PROPOSITION A CONTRACT NUMBER 78467 WITH UNIVERSAL PROTECTION SERVICES, LP DBA ALLIED UNIVERSAL SECURITY SERVICES AND NUMBER 78469 WITH SECURITAS SECURITY SERVICES, USA, INC. FOR ARMED AND UNARMED SECURITY GUARD SERVICES
Speaker(s): Abby Valdez and Jovie Hough (Sheriff's)
- B.** Board Letter:
APPROVE AN ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERALLY FORFEITED PROPERTY
Speaker(s): David Culver (Sheriff's)
- C.** Board Letter:
APPROVE SOLE SOURCE AMENDMENT NUMBER THIRTEEN TO AGREEMENT NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM AND SERVICES
Speaker(s): Abby Valdez and Alan Liu (Sheriff's)
- D.** Board Letter:
AUTHORIZE THE ANGELES COUNTY SHERIFF'S DEPARTMENT TO PURCHASE NETWORK INFRASTRUCTURE UPGRADE
Speaker(s): Fred Nazarbegian and James Peterson (Sheriff's)
- E.** Board Letter:
PROPOSED AMENDMENT TO APPENDIX QQ OF LACC TITLE 32 (FIRE CODE FEE SCHEDULE)
Speaker(s): Nick Duvally, Al Yanagisawa, and Julia Kim (Fire)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEM(S):

- A.** Board Letter:
AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY FOR THE PROVISION OF FIRE PROTECTION SERVICES
Speaker(s): Jon O'Brien, Marcia Velasquez, and Julia Kim (Fire)

Wednesday, November 8, 2023

- B.** Board Letter:
APPROVAL TO RENEW AGREEMENT FOR CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION SERVICES
Speaker(s): Brian Martin, Marcia Velasquez, and Julia Kim (Fire)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY
CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE
AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

November 21, 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 A CONTRACT WITH PAT V. MACK, INC.
TO PROVIDE GOTHAM CONSULTING SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a contract (Contract) with Pat V. Mack, Inc. (PVM) to provide Gotham Consulting Services (Services) for the Department's Gotham software platform located at the Joint Regional Intelligence Center (JRIC).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Contract, for an initial term of three years from December 1, 2023, through November 30, 2026, with option(s) to extend for two, one-year periods.
2. Delegate authority to the Sheriff, or his authorized designee, to execute amendments and change notices to the Contract, as set forth throughout the Contract in order to: (1) effectuate modifications which do not materially affect any term of the Contract, (2) add new or revised standard County contract provisions adopted by the Board as required periodically, (3) exercise the option periods if it is

in the best interest of the County, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate the Contract, either in whole or in part, by the provision of a ten-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended actions will allow the Department to receive continued support for the existing Gotham software platform used by the JRIC, as well as Services for 29 custom applications built by Palantir Technologies Inc. (Palantir). PVM is one of the only six certified Palantir-registered Gotham suppliers authorized to provide Services for Palantir's proprietary technology.

Background

This software maintenance for the Gotham platform is currently provided by Palantir through Contract Number 60701, which the Board approved on March 29, 2016. The Department intends to terminate Contract Number 60701, effective November 30, 2023. The proposed Contract will provide for the continuation of maintenance and support services for the Palantir Gotham™ software toolset used by the JRIC, as well as maintenance and support for 29 custom applications built by Palantir using its proprietary toolset.

The Gotham toolset facilitates secure and efficient collaboration and sharing of highly sensitive information, allowing law enforcement personnel to exchange data and analyze results and share dossiers that are finished or in progress. Without the Gotham software and applications, law enforcement personnel would need to log in to several different databases to compile information on a suspect, collect relevant data on a particular location of interest, or investigate a criminal case, and then sort, organize, and store this data in another system to manage their investigations.

The Department is currently seeking an alternate business intelligence solution to replace the Gotham software platform. In the interim, PVM will provide "break-fix" and general consulting Services to the JRIC.

Implementation of Strategic Plan Goals

The Services provided under the Contract support the County's Strategic Plan, Goal III – Realize Tomorrow's Government Today, by maximizing the use of technology to utilize network-wide collaboration technology efficiently and securely for public safety services.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for the five-year term of the Contract is \$6,334,888.50. This is a zero-net-County-cost Contract. There is no cost-share or matching fund requirement. All expenses will be subvented from the 2022 Urban Area Security Initiative (UASI) Grant Program administered by the city of Los Angeles, and all subsequent grant years.

The Department will ensure that sufficient funds/appropriations are budgeted for the Contract in all future fiscal years. Should the amount of funds provided to the Department for the Contract under the UASI grant award decrease, the Department will ensure that a corresponding reduction in cost and Service levels is made to the Contract, thereby ensuring that no net County cost contribution is required of the Department for this Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is the fiduciary authority for the JRIC. The Los Angeles JRIC area of responsibility includes the counties of Los Angeles, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura. The responsibility for the overall policy and direction of the JRIC rests with an assistant special agent-in-charge or program manager of the Federal Bureau of Investigation. The JRIC's program manager closely coordinates with the Sheriff, the Chief of the Los Angeles Police Department, the United States Attorney for the Central District of California, and the Chief of the California Department of Justice Criminal Intelligence Bureau or their designees on all matters of mutual concern relating to such policy and direction. It was the decision of the JRIC Board to use the Gotham platform to achieve the information sharing goals of the JRIC.

The Gotham toolset and the custom-built applications are essential to the JRIC's vital information and intelligence sharing mission, which supports both the Homeland Security Presidential Directive, as well as the Presidential Policy Directive-8, addressing national preparedness.

In compliance with the Board Policy 6.020, "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO analysis.

The Contract has also been approved as to form by County Counsel.

CONTRACTING PROCESS

On April 14, 2023, the Department issued a Request for Proposals (RFP) for the Services with a closing date of June 12, 2023. The six Palantir-registered Gotham suppliers were noticed of the RFP posting. A mandatory proposers' conference was held on May 24, 2023, with three vendors in attendance. The Department received one proposal in response to the RFP. PVM met the minimum mandatory requirements and was determined to be responsive and responsible.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services for the Department's Gotham software platform that allows the JRIC to effectively coordinate and analyze law enforcement intelligence data from multiple sources.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ROBERT G. LUNA
SHERIFF

PETER LOO
ACTING CHIEF INFORMATION OFFICER

RGL:JT:CM:jk
(Fiscal Administration Bureau–Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Jack W. Ewell, Chief, Special Operations Division (SOD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Thomas A. Giandomenico, Commander, SOD
Glen Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Charles M. Norris IV, Acting Commander, SOD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Director, Financial Programs Bureau
Sandra J. Lucio, Acting Captain, Emergency Operations Bureau (EOB)
Angelo Faiella, Assistant Director, FAB
Rene A. Garcia, Lieutenant, ASD
Roberto Hernandez, Lieutenant, EOB
Alex Madera, Administrative Services Manager (ASM) III, FAB, Contracts Unit (CU)
Erica M. Nunes, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Tony Liu, ASM II, FAB, CU
Joanna Kim, ASM I, FAB, CU
(Contracts – Gotham Consulting Services 11-21-23)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/8/2023	
BOARD MEETING DATE	11/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Board Letter for a contract with Pat V. Mack, Inc. (PVM)	
PROGRAM	Gotham Consulting Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The current service contract with Palantir Technologies Inc. maintaining the Gotham software platform will be terminated on November 30, 2023.	
COST & FUNDING	Total cost: \$6,334,888.50	Funding source: Zero-net-County-cost (see explanation below)
	TERMS (if applicable): Three years, plus two one-year option periods.	
	Explanation: 100% subvented with funds from the 2022 Urban Area Security Initiative (UASI) Grant Program administered by the City of Los Angeles.	
PURPOSE OF REQUEST	Approval of the Contract with PVM for Gotham Consulting Services will ensure the continued services for the Gotham software platform used by Joint Regional Intelligence Center.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Gotham is a software platform that is used for information sharing. It is a key tool to assist with investigative work for law enforcement. Software maintenance services are being maintained under the current Contract Number 60701 with Palantir Technologies Inc. until November 30, 2023 when the Contract will be terminated.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Alex Madera, Contracts Manager, (213) 229-3276, amadera@lasd.org • Sandra Lucio, Acting Captain, (562) 345-1182, slucio@lasd.org	

CONTRACT



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PAT V. MACK, INC.

FOR

GOTHAM CONSULTING SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
2.1 Standard Definitions:.....	3
3.0 WORK	5
4.0 TERM OF CONTRACT	5
5.0 CONTRACT SUM	5
5.1 Maximum Contract Sum.....	5
5.2 Written Approval for Reimbursement.....	6
5.3 Notification of 75% of Total Contract Sum.....	6
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
5.5 Invoices and Payments.....	6
5.6 Intentionally Omitted.....	8
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	8
6.0 ADMINISTRATION OF CONTRACT - COUNTY	9
6.1 County Administration.....	9
6.2 County Project Director.....	9
6.3 County Project Manager.....	9
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	9
7.1 Contractor Administration.....	9
7.2 Contractor Project Manager.....	10
7.3 Approval of Contractor's Staff.....	10
7.4 Contractor's Staff Identification.....	10
7.5 Background and Security Investigations.....	10
7.6 Confidentiality.....	11
8.0 STANDARD TERMS AND CONDITIONS	12
8.1 Change Notices and Amendments.....	12
8.2 Assignment and Delegation/Mergers or Acquisitions.....	12
8.3 Authorization Warranty.....	13
8.4 Budget Reductions.....	13

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.5	Complaints13
8.6	Compliance with Applicable Law14
8.7	Compliance with Civil Rights Laws.....15
8.8	Compliance with the County's Jury Service Program.....15
8.9	Conflict of Interest16
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....17
8.11	Consideration of Hiring GAIN-GROW Participants.....17
8.12	Contractor Responsibility and Debarment.....17
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law19
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program19
8.15	County's Quality Assurance Plan20
8.16	Damage to County Facilities, Buildings or Grounds20
8.17	Employment Eligibility Verification.....20
8.18	Counterparts and Electronic Signatures and Representations.....21
8.19	Fair Labor Standards21
8.20	Force Majeure21
8.21	Governing Law, Jurisdiction, and Venue.....22
8.22	Independent Contractor Status22
8.23	Indemnification.....22
8.24	General Provisions for all Insurance Coverage.....22
8.25	Insurance Coverage.....26
8.26	Liquidated Damages27
8.27	Most Favored Public Entity.....28
8.28	Nondiscrimination and Affirmative Action28
8.29	Non-Exclusivity.....30
8.30	Notice of Delays30
8.31	Notice of Disputes30
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....30
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law30

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.34 Notices	30
8.35 Prohibition Against Inducement or Persuasion.....	31
8.36 Public Records Act.....	31
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	32
8.39 Recycled Bond Paper	33
8.40 Subcontracting	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	34
8.42 Termination for Convenience	34
8.43 Termination for Default.....	34
8.44 Termination for Improper Consideration.....	35
8.45 Termination for Insolvency	36
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	36
8.47 Termination for Non-Appropriation of Funds	36
8.48 Validity.....	37
8.49 Waiver	37
8.50 Warranty Against Contingent Fees	37
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	37
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	37
8.53 Time Off for Voting	38
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	38
8.55 Intentionally Omitted	38
8.56 Compliance with Fair Chance Employment Hiring Practices.....	38
8.57 Compliance with the County Policy of Equity	38
8.58 Prohibition from Participation in Future Solicitation(s).....	39
8.59 Injury and Illness Prevention Program	39
9.0 UNIQUE TERMS AND CONDITIONS	39
9.1 Intentionally Omitted	39
9.2 Ownership of Materials, Software and Copyright	39

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
9.3 Patent, Copyright and Trade Secret Indemnification.....	40
9.4 Intentionally Omitted	40
9.5 Data Destruction	40
9.6 Local Small Business Enterprise (LSBE) Preference Program (If Applicable)	41
9.7 Social Enterprise (SE) Preference Program (If Applicable).....	42
9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program (If Applicable)	43
10.0 Survival.....	44

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TABLE OF CONTENTS

STANDARD EXHIBITS

- A** Statement of Work
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F1** Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- F2** Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- F3** Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- G** Safely Surrendered Baby Law
- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K1** County-Information Security and Privacy Requirements Exhibit
- K2** Departmental Information Security Requirements
- K3** Compliance with Departmental Encryption Requirements
- K4** Departmental Application Security Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
GOTHAM CONSULTING SERVICES**

This Contract (Contract) is made and entered into this 1st day of December, 2023 by and between the County of Los Angeles (County) on behalf of its Sheriff's Department and Pat V. Mack, Inc. (Contractor), located at 2305 Historic Decatur Road, Suite 100, San Diego, California 92106. Contractor's Unique Entity ID is ZNL8JXENJGM6 and Cage Code is 645L0.

RECITALS

WHEREAS, the County may contract with private businesses for Gotham Consulting Services (Services) when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Gotham Services; and

WHEREAS, Contractor is a Registered Gotham Consulting Services firm as required by Palantir Technologies, Inc; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license, and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, the County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, the County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, based upon an open competitive selection process, the Department has recommended to County's Board of Supervisors the selected Contractor that is prepared and desires to provide to the County the Services as described herein; 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, D, E, F1, F2, F3, G, K1, K2, K3, and K4 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F1	Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit F2	Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit F3	Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K1	County-Information Security and Privacy Requirements Exhibit
Exhibit K2	Departmental Information Security Requirements
Exhibit K3	Compliance with Departmental Encryption Requirements
Exhibit K4	Departmental Application Security Requirements

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

2.0 DEFINITIONS

2.1 Standard Definitions:

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

- 2.1.1 **Amendment:** has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) of this Contract.
- 2.1.2 **Board:** means the Los Angeles County Board of Supervisors.
- 2.1.3 **Business Days:** means Monday through Friday, excluding designated County-observed holidays.
- 2.1.4 **Business Hours:** means 6:00 a.m. until 6:00 p.m., Pacific Time Monday through Friday, excluding designated County-observed holidays.
- 2.1.5 **Change Notice:** has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) of this Contract.
- 2.1.6 **Contract:** means the agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. This Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other Work.
- 2.1.7 **Contract Sum:** means the total monetary amount that would be payable by the County to Contractor for providing all goods, Services, and other Work.
- 2.1.8 **Contractor:** means the sole proprietor, partnership, joint venture, limited liability company, corporation, or other legal entity who has entered into a written agreement with the County to perform or execute the Work covered by this Contract.
- 2.1.9 **Contractor's Authorized Official(s):** means the individual(s) designated by Contractor to ensure Work performance and compliance to this Contract after award of this Contract.
- 2.1.10 **Contractor's Project Manager:** means the individual designated by Contractor to administer Contract operations under this Contract.
- 2.1.11 **County:** means the County of Los Angeles.
- 2.1.12 **County Project Director:** means the person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager. All references here forward to County Project Director shall mean, "County Project Director or his/her authorized designee."
- 2.1.13 **County Project Manager:** means the person designated by County Project Director to manage the operations under this Contract. All references here

forward to County Project Manager shall mean, "County Project Manager or his/her authorized designee."

- 2.1.14 **Day(s):** means calendar day(s) unless otherwise specified.
- 2.1.15 **Department:** means the Los Angeles County Sheriff's Department.
- 2.1.16 **Error(s):** means an error in a Gotham application. The state or condition of being incorrect as it relates to the Gotham platform.
- 2.1.17 **Fiscal Year:** means the 12-month period beginning July 1st and ending the following June 30th.
- 2.1.18 **Helpdesk:** means an email workgroup (helpdesk@jric.org) maintained by JRIC staff for Gotham users to request technical support during JRIC's business hours.
- 2.1.19 **Maintenance:** means data and system cleanups, Solid State Drive (SSD) or disk drive optimization, or any type of Work needed to ensure Gotham is working at an optimum level.
- 2.1.20 **Service Credits:** means to be applied to the applicable Service fees for Contractor's failure to timely resolve and Error, or correct a performance deficiency, including System downtime.
- 2.1.21 **Sheriff:** means the Sheriff of Los Angeles County.
- 2.1.22 **Statement of Work (SOW):** means the written directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing this Contract's Services.
- 2.1.23 **Subcontract:** means an agreement by Contractor and a third-party to provide goods and/or services to fulfill this Contract.
- 2.1.24 **Subcontractor:** means any individual, person or persons, sole proprietor, firm, partnership, joint venture, limited liability company, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.25 **Support:** means Maintenance, technical support, break/fix services, and resolving Errors generated within the Gotham applications.
- 2.1.26 **Term:** has the meaning set forth in Paragraph 4 (Term of Contract) of this Contract.
- 2.1.27 **Work:** means any and all tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor pursuant to this Contract, including Exhibit A (Statement of Work) and all other Exhibits hereto.
- 2.1.28 **Workarounds:** means a change in the procedure followed, or data supplied by, the County to avoid an Error without substantially impairing the County's use of a Gotham application.

2.1.29 **Work Requests:** means the process (email or phone) that describes break-fix maintenance Work that needs to be completed.

3.0 WORK

Pursuant to the provisions of this Contract, Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, Services, and other Work as set forth in herein.

If Contractor provides any tasks, deliverables, goods, Services, or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will make no claim whatsoever against the County.

4.0 TERM OF CONTRACT

The Term of this Contract will be three years from December 1, 2023 through November 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term).

At the end of the Initial Term, the County will have the sole option to extend this Contract for up to two one-year periods (Option Terms) for a maximum total Contract Term of five years. The County will be deemed to have exercised each one-year Option Term automatically, without further act, unless, no later than 30 Days prior to the expiration of the Initial Term, or current Option Term as applicable, the County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4 (Term of Contract). If the County elects not to exercise its option to extend at the end of the Initial Term, the remaining option(s) will lapse. Each such extension option may be exercised at the sole discretion of the County as authorized by the Board.

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 any Contract term extension option.

Contractor must notify the Department when this Contract is within six months of the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to County Project Director, with a copy to County Project Manager, at the address herein provided in Exhibit D (County's Administration) of this Contract.

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

The Maximum Contract Sum under this Contract will be the maximum total monetary amount payable by the County to Contractor for all goods, Services, and other Work provided by Contractor, inclusive of all parts, taxes, and other expenses for the Term and all Option Terms. The monthly rates, as provided in Exhibit B (Pricing Schedule) to this Contract, will remain fixed and firm for the Term of this Contract, including any exercised

Option Terms. No out-of-pocket fees, costs, or expenses will be reimbursed by the County to Contractor under this Contract. There is no guarantee that the entire Contract Sum amount will be paid to Contractor under this Contract.

It is anticipated that the Services requested under this Contract will be fully funded by the United States Department of Homeland Security (DHS), 2022 Urban Area Security Initiative (UASI) Grant Program distributed through the California Governor's Office of Emergency Services (Cal OES), Grant Award Number 2022-0043, Cal OES ID Number 037-95050, through the City of Los Angeles Sub-recipient Agreement Number C-144055, which funds the Joint Regional Intelligence Center (JRIC), and all subsequent grant numbers, and is subject to all policies, provisions and requirements of the grants, which are incorporated herein by this reference, including the Contract provisions found in the Code of Federal Regulations 200.327, Appendix II, as applicable, which may be found using the following electronic link: eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

5.2 Written Approval for Reimbursement

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 explicitly specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur without the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of the total Contract Sum under this Contract. Upon occurrence of this event, Contractor must send written notification to County Project Director, with a copy to County Project Manager, at the address herein provided in Exhibit D (County's Administration) of this Contract.

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

Contractor will have no claim against the 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 Contract. Should Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, Services, and other Work specified in Exhibit A (Statement of Work) and

elsewhere hereunder. Contractor must prepare invoices, which will include the charges owed to Contractor by the County under the terms of this Contract. Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and Contractor will be paid only for the tasks, deliverables, goods, Services, and other Work approved in writing by the County. If the County does not approve Work in writing no payment will be due to Contractor for that Work.

5.5.2 Contractor's invoice must include the charges owed to Contractor by the County under the terms of this Contract as provided in Exhibit B (Pricing Schedule) to this Contract.

5.5.3 **Invoice Details**

Each invoice submitted by Contractor must indicate, at a minimum:

- Contract name and number,
- The tasks, deliverables, goods, Services, or other Work for which payment is claimed,
- The period of performance to provide such tasks, deliverables, goods, Services, or other Work,
- If applicable, the date of written approval of the tasks, deliverables, goods, Services, or other Work by County Project Director,
- Indication of any applicable credits due to County under the terms of this Contract,
- If applicable, a copy of any written acceptance provided by County Project Director and/or County Project Manager, and
- Any other information required by County Project Director.

5.5.4 **Submission of Invoices**

Contractor must submit invoices and supporting documents to County Project Director, with a copy to County Project Manager, at the address provided in Exhibit D (County's Administration) of this Contract, by the 15th calendar day of the month following the month of service.

5.5.5 **County Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of County Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval.

5.5.6 **Payments**

Provided that Contractor is not in default under any provision of this Contract, the County will pay all invoice amounts to Contractor within 30 Days of receipt of invoices that have not been disputed. The County's failure to pay within the 30-Day period, however, will not be deemed as automatic invoice approval or Acceptance by the County of any deliverable for which payment is sought, nor will it entitle Contractor to impose an interest or other penalty on any late payment.

5.5.7 Credits to County

Contractor agrees that delayed performance by Contractor will cause damages to the County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor will be liable to the County for liquidated damages in the form of Service Credits as specified in this Paragraph 5.5.7. Parties agree these Service Credits as a fair and reasonable estimate of such damages. Any amount of such damages is not and will not be construed as penalties and, when assessed, will be deducted from the County's payment that is due.

Notwithstanding the foregoing, the County will not demand any Service Credit for Contractor's delays which are a result of delays caused by acts or omissions of the County, nor for any delays regardless of cause that may otherwise be approved in writing at the sole discretion of County Project Director. Pursuant to this Paragraph 5.5.7 (Credits to County), County Project Director, in their sole discretion, will assess whether Service Credits are due to the County.

5.5.8 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

5.6 Intentionally Omitted

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

- 5.7.1 The County 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 County Auditor-Controller (A-C).
- 5.7.2 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.
- 5.7.3 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.
- 5.7.4 At any time during the duration of this Contract, 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 any exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County Project Director

The role of County Project Director may include:

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

6.3 County Project Manager

The role of County Project Manager is authorized to include:

- 6.3.1 Meeting with Contractor's Project Manager on a regular basis.
- 6.3.2 Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.
- 6.3.3 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.
- 6.3.4 The role to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby. County Project Manager reports to County Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor Project Manager

- 7.2.1 Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). Contractor must notify the County in writing of any change in the name or address of Contractor's Project Manager.
- 7.2.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Project Director and County Project Manager on a regular basis.

7.3 Approval of Contractor's Staff

The 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.

7.4 Contractor's Staff Identification

Contractor must provide, at Contractor's expense photo identification badge to all staff providing Services under this Contract. Contractor staff must prominently display identification badges when entering any County facility.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing Services under this Contract, who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform Services under this Contract. 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.
- 7.5.2 County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation will be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be removed immediately from performing Services under this Contract. Contractor must comply with the County's request at any time during the Term of this Contract. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.4 The 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 the County facility access.

- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

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, the County policies concerning information technology security and the protection of confidential records and information. Contractor must comply with FAR Clause 52.204-2 Security Requirements.
- 7.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the County will 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 the 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 the County without the 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 Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement).
- 7.6.5 Contractor will cause each employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).
- 7.6.6 Contractor will cause each non-employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

No representative of either the County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1 (Change Notices and Amendments). The County reserves the right to change any portion of the Work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision must be accomplished in the following manner:

- 8.1.1 For any change which does not materially affect the scope of Work, Term, Contract Sum, payments, or any material term or any other condition included under this Contract, a Change Notice to this Contract must be prepared and executed by County Project Director and Contractor's Project Manager.
- 8.1.2 For any change which materially affects the scope of Work, Term, Contract Sum, payments, or any material term or condition included under this Contract, an Amendment to this Contract must be prepared and executed by Contractor and by the Board.
- 8.1.3 The Board or Chief Executive Officer or authorized designee may require the addition and/or change of certain terms and conditions in this Contract during the Term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such changes, an Amendment to this Contract must be prepared and executed by Contractor and by the Sheriff, or his authorized designee.

Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option Terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of the County to: (i) add and/or update terms and conditions as required by the Board or the Chief Executive Office, (ii) execute any of the Option Terms if it is in the best interest of the County, (iii) effectuate Contract modifications that do not materially affect the Term of this Contract, and (iv) effect assignment of rights and or delegation of duties as required under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) below.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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 practicably 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 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the County, in its sole 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, the County consent will require a written Amendment to this Contract, which must be formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, by County against claims Contractor may have against the County.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor under this Contract as in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1 Within ten Business Days after this Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.1.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

- 8.5.1.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.1.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- 8.5.1.6 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.
- 8.5.1.7 Copies of all written responses must be sent to County Project Manager within three Business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, 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 Contract are hereby incorporated by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless the County, elected officials, 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 the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the County without the County's prior express written approval.

8.7 Compliance with Civil Rights Laws

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 Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 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 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 Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Paragraph, "Contractor" means a person, partnership, limited liability company, corporation, or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum \$50,000 or more in any 12-month period under one or more County contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more

worked per week, or a lesser number of hours if: i) the lesser number is a recognized industry standard as determined by the County, or ii) 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 this Contract, the Subcontractor is 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.

- 8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract 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 the 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 this Contract 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.
- 8.8.2.4 Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, pursuant to County Code Chapter 2.206.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of 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.
- 8.9.2 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

Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 will be a material breach of this Contract.

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

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, 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 Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, 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 Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar 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 permanently barred if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five 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 Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of

Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii) 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.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of Contractors performing Work under this Contract.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

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

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

8.14.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Contract, 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).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 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 its employees or its agents. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor must obtain, from all its employees and Subcontractors 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 amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.
- 8.17.2 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 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 Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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 Contractor's employees or Subcontractor personnel for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor 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 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.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and 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 Contractor. The employees and agents of one party will not be, nor be construed to be, employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its persons performing Work pursuant to this Contract any and 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 Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its persons as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.23 Indemnification

Contractor must indemnify, defend, and hold harmless the County, its Special Districts and its Agents (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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance

Coverage) of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract.

8.24.2 The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

8.24.3 Evidence of Coverage and Notice to County

8.24.3.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to the County as stated in Paragraph 8.24.3.5 below and provided prior to commencing services under this Contract.

8.24.3.2 Renewal Certificates must be provided to the County not less than ten 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.

8.24.3.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. 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 \$50,000, and list any County required endorsement forms.

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

8.24.3.5 Certificates and copies of any required endorsements must be sent to County Project Director, with a copy to County Project Manager, at the address herein provided in Exhibit D (County's Administration) of this Contract.

Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Contractor. Contractor also must promptly notify the County of any third party claim or suit filed against

Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or the County.

8.24.4 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively the 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. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to 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.

8.24.5 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the 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 the County at least ten Days in advance of cancellation for non-payment of premium and 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 this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.6 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 this Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The 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.

8.24.7 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 in advance by the County.

8.24.8 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available

to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.24.9 Waivers of Subrogation

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

8.24.10 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide the 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 the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.11 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.

8.24.12 Claims Made Coverage

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

8.24.13 Application of Excess Liability Coverage

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

8.24.14 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.

8.24.15 **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.

8.24.16 **County Review and Approval of Insurance Requirements**

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

8.25 **Insurance Coverage**

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, 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 the County at least ten Days in advance of cancellation for non-payment of premium and 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.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Intentionally Omitted**

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Technology Errors & Omissions Insurance

Technology Errors & Omissions Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include i) systems analysis, ii) systems programming, iii) data processing, iv) systems integration, v) outsourcing including outsourcing development and design, vi) systems design, consulting, development and modification, vii) training services relating to computer software or hardware, viii) management, repair and maintenance of computer products, networks and systems, ix) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, x) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and xi) any other services provided by Contractor with limits of not less than \$10 million.

8.25.4.6 Privacy/Network (Cyber) Insurance

Privacy/Network Security (Cyber) Insurance Privacy/Network Security ("Cyber") liability coverage providing protection against liability for: i) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), ii) system breach, iii) denial or loss of service, iv) introduction, implantation or spread of malicious software code, and v) unauthorized access to or use of computer systems, with limits of not less than \$10 million. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status.

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Sheriff, or his authorized designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the

Sheriff, or his authorized designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Contractor from the County, will be forwarded to Contractor by the Sheriff, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Sheriff, or his authorized designee, determines that there are deficiencies in the performance of this Contract that the Sheriff, or his authorized designee, deems are correctable by Contractor over a certain time span, the Sheriff, or his authorized designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Sheriff, or his designee, may: a) deduct from 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 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 \$100 per Day per infraction, hereunder, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or c) upon giving five Business Days' notice to 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 the County forces or separate private Contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

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

8.27 Most Favored Public Entity

If Contractor's prices decline or should Contractor at any time during the Term of this Contract 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 Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 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.

- 8.28.2 Contractor certifies to the County each of the following:
- a. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - b. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - c. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 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.
- 8.28.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity

Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation as allowed under California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

Contractor must bring to the attention of County Project Director any dispute between the County and Contractor regarding the performance of Services as stated in this Contract. If County Project Manager or County Project Director is not able to resolve the dispute, the Sheriff, or his authorized designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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 the County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract 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 D (County's Administration) and E (Contractor's Administration) of this Contract.

Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and the County agree that, during the Term of this Contract 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.

8.36 Public Records Act

8.36.1 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 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, 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.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County for all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

- a. Contractor must develop all publicity material in a professional manner, and
- b. During the Term of this Contract, Contractor will 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 County Project Director. The County will not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment records and other records relating to its performance of this Contract. 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 Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to the County during the term of this Contract and for a period of five 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 Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, 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.
- 8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference must be either: a) repaid by 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 Contractor from the County, whether under this Contract or any other agreement. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference

will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to Subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If Contractor desires to Subcontract, Contractor must provide the following information promptly at the County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by the County.
- 8.40.3 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 8.40.4 Contractor will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to Subcontract, notwithstanding the County's approval of Contractor's proposed Subcontract.
- 8.40.5 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 Contract. Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 County Project Director is authorized to act for and on behalf of the County with respect to approval of any Subcontract and subcontractor employees. After approval of the Subcontract by the County, Contractor must forward a fully executed Subcontract to the County for their files.
- 8.40.7 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.
- 8.40.8 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. Before any Subcontractor employee may perform any Work hereunder, Contractor must ensure delivery of all such

documents to County Project Director at the address herein provided in Exhibit D (County's Administration) of this Contract.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) above will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) below and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effectuated 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 Days after the notice is sent.

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

- a. Stop Work under this Contract on the date and to the extent specified in such notice, and
- b. Complete performance of such part of the Work, as well as Work not affected by the notice, as would not have been terminated by such notice.

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

8.43 Termination for Default

8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:

- a. Contractor has materially breached this Contract, or
- b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Contract, or
- c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward

a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1 above, 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. 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. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of 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 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 Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by 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(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default) it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Paragraph 8.43.3 above, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience) above.
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, officer, employee, or agent with the intent of securing this Contract or securing favorable treatment

with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor must immediately report any attempt by a County elected official, officer or employee, or agent to solicit such improper consideration. The report should be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, tangible gifts, or other such items and means.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract immediately and without delay if any of the following occur:

- a. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
- c. The appointment of a Receiver or Trustee for Contractor, or
- d. The execution by Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm (as defined in [County Code Section 2.160.010](#)) retained by Contractor, must fully comply with this County's Lobbyist Ordinance. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract

in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract 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 Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

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

Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with the County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the

County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

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 ten 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](#).

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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/>). 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. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of this Contract or other contractual agreements, as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA 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 Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

9.2.1 The 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 Contract. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of 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 Contract.

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

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County

agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under Paragraph 9.2.4 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.2.3 above or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Paragraph 9.2 (Ownership of Materials, Software and Copyright) will survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 Contractor must indemnify, hold harmless, and defend the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. The 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.

9.3.2 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 the 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 the County's continued use of the system is not materially impeded, must either:

- a. Procure for the County all rights to continued use of the questioned equipment, part, or software product, or
- b. Replace the questioned equipment, part, or software product with a non-questioned item, or
- c. Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 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.

9.4 Intentionally Omitted

9.5 Data Destruction

If Contractor has maintained, processed, or stored County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information

have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

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

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

Contractor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide the County with written certification, within ten Business Days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.6 Local Small Business Enterprise (LSBE) Preference Program (If Applicable)

- 9.6.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 9.6.2 Contractor will 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.
- 9.6.3 Contractor will 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.
- 9.6.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor must:
 - a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,

- b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
 - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 9.6.5 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 County Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Social Enterprise (SE) Preference Program (If Applicable)

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2 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.
- 9.7.3 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.
- 9.7.4 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 contract to which it would not otherwise have been entitled, Contractor must:
 - a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
 - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 9.7.5 The above penalties will also apply to any entity that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification, and fails to notify the County Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program (If Applicable)

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.8.2 Contractor 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.
- 9.8.3 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.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor must:
- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
 - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 9.8.5 Notwithstanding any other remedies in this Contract, 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 County Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

10.0 Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Change Notices and Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2 (Compliance with Applicable Laws)

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

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

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

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

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

PAT V. MACK, INC.

By: Carrie Davis
Its Authorized Representative

Printed Name: Carrie Davis

Title: Contracts Director

Date: October 1, 2023

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Cammy C. DuPont
Cammy C. DuPont
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

GOTHAM CONSULTING

SERVICES

**EXHIBIT A
STATEMENT OF WORK
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 Objective.....	1
2.0 Background.....	1
3.0 General Requirements.....	2
4.0 Specific Requirements.....	4
5.0 Scope of Services.....	6
6.0 County Responsibilities.....	10

DRAFT

EXHIBIT A
STATEMENT OF WORK
GOTHAM CONSULTING SERVICES

1.0 OBJECTIVE

- 1.1 The Los Angeles County Sheriff's Department (Department) Joint Regional Intelligence Center (JRIC) seeks a Contractor to provide consulting services (Services) for its current Gotham software.
- 1.2 Contractor's Services must include, but are not limited to, break-fix maintenance, technical support, and other professional services. The word "Contractor" includes Contractor, Contractor's staff and/or its subcontractors.
- 1.3 Terms or phrases with initial letter capitalized, where applicable, whether singular or plural, will have the meanings set forth in Paragraph 2 (Definitions) of the Contract, whenever such terms are used in this Statement of Work (SOW).

2.0 BACKGROUND

- 2.1 The Gotham software application is proprietary to Palantir Technologies, Inc. (Palantir). The County's installation has been maintained and updated by Palantir for over ten years.
- 2.2 JRIC operates as a collaborative partnership between federal, state, and local law enforcement/public safety agencies focused on enhancing coordination, information sharing, regional preparedness, training, and investigative support/analysis for first responders and other public and private partners in the region.
- 2.3 JRIC uses the Gotham software application for coordinating and analyzing information. The County's JRIC system currently includes 115 Gotham licensed cores, with 128 disaster recovery licenses and 29 applications, 16 production servers and 13 staging servers (back-up servers) that are maintained by the County.
- 2.4 Gotham is utilized by over 60 law enforcement/public safety agencies throughout the JRIC's area of responsibility (AOR), which includes the following counties: Los Angeles, San Bernardino, Riverside, Santa Barbara, San Luis Obispo, and Ventura.

3.0 GENERAL REQUIREMENTS

- 3.1 Contractor must provide all Services described in this SOW, at a minimum, to ensure optimal 24/7 operational status of JRIC's Gotham applications.
- 3.2 Contractor's staff must be proficient in the following programming languages/systems:
 - a. Java,
 - b. Unix Systems (Red Hat / CentOS),
 - c. Oracle,
 - d. Git,
 - e. Gradle, and
 - f. Jenkins.
- 3.3 Contractor's staff must be proficient in the following developmental languages and tools:
 - a. Groovy,
 - b. Elastic Search,
 - c. Apache / NginX, and
 - d. PostgreSQL.
- 3.4 Contractor must acknowledge service calls from County Project Manager within one hour for urgent requests, or the next Business Day for non-urgent requests, as determined by County Project Manager. Response times to resolve urgent and non-urgent requests are determined by the severity levels listed in Paragraph 5.3 (Resolution of Errors) of this SOW.
- 3.5 Any issue discovered and/or deemed urgent by Contractor must be communicated to County Project Manager immediately via telephone call and, if necessary, a follow-up email. The issue will then follow the guidelines set forth in Paragraph 5.4 (Error Resolution Process) of this SOW.
- 3.6 Contractor must coordinate with County and/or JRIC staff tasked with operating and maintaining the technical infrastructure and security mechanisms underlying the Gotham application.
- 3.7 Contractor must immediately notify County Project Manager of any perceived security problems or security breach attempts to the Gotham application.

- 3.8 Contractor must run all test scripts and, as applicable, test any authorized modifications to Gotham applications in the staging environment only.
- 3.9 Contractor must provide support to County and/or JRIC staff who are qualified to import modifications from the staging environment to the Gotham production environment. County Project Manager will email Contractor a list of County and/or JRIC staff who are authorized to modify the production environment, and will update that list from time to time, as necessary. Contractor must provide authorized County and/or JRIC staff with instructions for implementing the modification. Contractor must validate that the Gotham production environment was appropriately changed.
- 3.10 Contractor must keep a detailed activity log which includes, but is not limited to: Work Requests received, Errors or alarms detected, specific Work performed by key staff and the amount of time for that Work, materials involved (if any), problems or concerns encountered (if any), results attained from Work performed, and lessons learned (if any). Contractor must provide the activity log to County Project Manager for review, upon County Project Manager's request or on an annual basis.
- 3.11 Contractor must provide daily status updates to County Project Manager via telephone and email (as directed by County Project Manager) when any of the following exists: (a) unresolved malfunctions, (b) Work-in-progress, and (c) other issues related to Contractor's Work (e.g., integration delay with the data, Automated License Plate Reader (ALPR) images not displaying, and email alerts not being sent out).
- 3.12 Contractor Project Manager must take responsibility for all Work performed and serve as the primary point of contact for the County.
- 3.13 Contractor must provide, at its own expense, any personal computers, office equipment, transportation, parking, and insurance needed to carry out the tasks in this SOW. All equipment, software, data, and communications used in connection with Contractor's Work herein are subject to the County's security procedures, directives, and oversight. JRIC's information technology technician may require prior approval for any devices that Contractor wishes to use for Work herein.
- 3.14 Contractor must carry out all Work within a timeframe mutually agreed upon by the County and Contractor.
- 3.15 Contractor must review each Work Request and provide an estimate of staff-hours and Days to complete the Work Request. County Project Manager will not unreasonably delay authorization of Work. Should Contractor discover, while executing such Work, that the original time estimate will be exceeded, Contractor must immediately contact County Project Manager via telephone and email to revise the estimate and seek authorization to continue with the

Work. Notwithstanding the foregoing, Contractor must endeavor to complete the Work Request within the original time estimated.

- 3.16 Except where Contractor obtains prior written approval from County Project Director, Contractor must perform all Work only from, or at locations within, the United States.
- 3.17 Contractor must email County Project Manager a quarterly status report by the first Friday of the following month (e.g., January, April, July, and October). The report must contain, at a minimum, the following:
 - a. The month of the report,
 - b. Contractor's main administrative point of contact which includes contact's name, phone number, and email address,
 - c. All quarterly activities regarding the Gotham application, and
 - d. Issues (risks and proposed mitigations, etc.) designated as urgent and routine which require County Project Manager's attention.
- 3.18 Contractor must attend a monthly meeting and/or conference call at the discretion of County Project Manager, at no additional charge to the County.
- 3.19 Contractor must keep and maintain records of Errors utilizing an Error tracking system. Such records must be provided to County and/or the JRIC staff upon request or on an annual basis and must minimally include:
 - a. Dates and times Error(s) were reported,
 - b. Application name, if applicable,
 - c. Severity Level of Error(s), if applicable,
 - d. Description of Error(s), and
 - e. Dates and times Error(s) were resolved.

4.0 SPECIFIC REQUIREMENTS

- 4.1 Contractor must ensure the continuous operation and optimization of all Gotham functionalities (e.g., custom capabilities, applications, workflows, external data source integrations, and existing internal and external system interfaces) including, but not limited to:
 - a. Web Pages:
 - i. Palantir Launch Page, and

- ii. Sharepoint General Archive Messages (Counter Terrorism, JRIC Messaging, Department Info, New York Police Department Terrorism Threat Awareness Group, and Wanted).
- b. Front End Applications:
 - i. Clueman,
 - ii. Simple Web Search,
 - iii. Gotham Workspace, and
 - iv. ALPR Web.
- c. Gotham Workspace Modules:
 - i. Tips and Leads,
 - ii. Department Sol,
 - iii. Graph,
 - iv. Map, and
 - v. Object Explorer.
- d. Data Integrations:
 - i. Suspicious Activity Report (SAR) Intake (Netsential),
 - ii. Enterprise,
 - iii. Los Angeles Regional Crime Information System (LARCIS),
 - iv. Regional Allocation of Police Services (RAPS),
 - v. Jail Visitations,
 - vi. Replicated Automated Justice Information System (RAJIS),
 - vii. Countywide Warrant System (CWS),
 - viii. Crossroads,
 - ix. California Law Enforcement Telecommunications System (CLETS),
 - x. Inmate Visitation Scheduling System (IVVS),

- xi. Los Angeles County Warrant System (LACWS),
 - xii. Post-Release Community Supervision (PRCS),
 - xiii. Long Beach Police Department Records Management System (LBPD RMS),
 - xiv. Los Angeles Police Department Automated Fingerprint Identification System (LAPD AFIS) - Historical (as of June 2021),
 - xv. Los Angeles Police Department Crime Analysis Mapping System (LAPD CAMS) – Historical (as of June 2021),
 - xvi. Burbank PD – Citations,
 - xvii. ALPR – Department only (Burbank needs to be investigated/Glendale changed systems), and
 - xviii. Digital Sandbox Critical Infrastructure.
- e. Plugins:
- i. SAR export to e-Guardian, and
 - ii. JANUS (confidential informant database).
- f. Backend Service Applications:
- i. Data retention / purge toolkit,
 - ii. Whitebird (auditing tool),
 - iii. Multipass (user management tool), and
 - iv. Pem (user statistics tool).

5.0 SCOPE OF SERVICES

5.1 Break-fix Maintenance

- 5.1.1 Contractor must complete all urgent break-fix maintenance (as determined by both County Project Manager and Contractor) during an agreed-upon scheduled maintenance window. Maintenance may consist of, but not be limited to, data and system cleanups, solid-state drive or disk drive optimization, or any type of Work needed to ensure Gotham is working at an optimum level.

- 5.1.2 Contractor must complete all non-urgent break-fix maintenance and repairs during County business hours, Monday through Friday between 6:00 am and 6:00 pm (Pacific Time), excluding County-observed holidays and weekends.
- 5.1.3 Any break-fix maintenance or repairs that would cause the County to incur system downtime [refer to Paragraph 5.5 (Downtime) below], must be performed during either non-business hours, during off-peak hours, or at the sole discretion of the County Project Manager, and will be scheduled as agreed-to by the parties. Should the system need to be taken offline, Contractor must provide notification of system unavailability to all users on the launch page.
- 5.1.4 All break-fix maintenance must be performed remotely unless otherwise agreed-to by the parties.
- 5.2 Urgent and non-urgent break-fix software response and repair times are described in Paragraph 5.3 (Resolution of Errors) below.
- 5.3 Resolution of Errors

System Errors (malfunctions) will be assigned a severity level by County Project Manager. Contractor must correct the Error in accordance with the respective severity level Response Times and Target Resolution Times as described below.

*P0 and P1 Errors must be resolved as they occur 24/7, 365 days/year.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	SERVICE RESPONSE TIMEFRAME*	TARGET RESOLUTION TIME*
P0* – Urgent	Availability of the Gotham application is lost. Represents a complete loss of service or a significant feature that is completely unavailable, and no immediate Workaround exists. Does not include developmental issues or problems in staging environments.	Within one hour of the County's notification.	Within two hours of the County's notification, or as agreed-to by the parties. On-site repairs may be requested the County.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	SERVICE RESPONSE TIMEFRAME*	TARGET RESOLUTION TIME*
P1* – Urgent	Available for all environments. Represents a partial loss of service with severe impact to the business and no Workaround exists.	Within one hour of the County's notification.	Within two hours of the County's notification, or as agreed-to by the parties.
P2 – Non-Urgent	Minor loss of service. The result is an inconvenience, which may require a temporary Workaround.	Within 24 Business Hours of the County's notification.	Within 24 Business Hours of the County's notification.
P3 – Non-Urgent	No loss of service. The result does not prevent operation of the software (e.g., document typos, handled Error messages).	Within 24 Business Hours of the County's notification.	During the next agreed-upon scheduled maintenance window.

5.4 Error Resolution Process

- a. P0 and P1 Errors (Urgent) – Contractor must: (a) notify Contractor management that such Error(s) have been reported and the steps being taken to correct such Error(s), (b) assign Contractor engineers or other trained staff to correct the Error(s) remotely, (c) initiate Work to provide JRIC with a fix/Workaround, as applicable, (d) provide JRIC with periodic reports on the status of the correction, and (e) as appropriate, provide Contractor engineers or other trained staff on-site at JRIC, in accordance with Paragraph 5.3 (Resolution of Errors) above.
- b. P2 and P3 Errors (Non-Urgent) – Contractor must: (a) notify Contractor management that such Error(s) have been reported and the steps being taken to correct such Error(s), (b) assign Contractor engineers or other trained staff to correct the Error(s) remotely, (c) initiate Work to provide JRIC with a fix/Workaround, as applicable, and (d) provide JRIC with periodic reports on the status of the correction, in accordance with Paragraph 5.3 (Resolution of Errors) above.

5.5 Downtime

Given the description of P0 and P1 Errors [refer to Paragraph 5.3 (Resolution of Errors) above], the County and Contractor agree that system downtime is likely, both due to the nature of the Errors, and to the time needed by

Contractor to achieve resolution. Contractor must endeavor to apply best industry practices to resolve the system Error, or provide a temporary Workaround, as applicable, to ensure system downtime is minimized.

The provision of a temporary Workaround does not relieve Contractor of the burden to achieve timely resolution of the subject Error. Contractor must perform Work continuously until a resolution has been achieved to the County's satisfaction.

5.6 Remedies, County

Without limiting any other rights and remedies available to the County, either pursuant to the Contract, or by law or in equity, the County will be entitled to Service Credits if Contractor exceeds the Urgent Error target resolution times as stated in Paragraph 5.3 (Resolution of Errors) above due to circumstances within the Contractor's direct scope of control. Any such Service Credits will be calculated as provided below:

Target Resolution Time Exceeded	Service Credits (% of Consulting Fee for each Break-Fix)
0:00 – 2:00 hours	None
2:01 – 4:00 hours	5%
4:01 – 8:00 hours	10%
8:01 – 12:00 hours	20%
12:01 – 18:00 hours	30%
18:01 – 24:00 hours	40%
Beyond 24:00 hours	50%

Service Credits, in any amounts, are not and will not be construed as penalties and, when assessed, will be deducted from County's payment(s) due to Contractor.

- 5.7 Contractor may be required to perform additional services on an as-needed basis including, but not limited to, the following:
- Optimizing the configuration of networked environments, as necessary.

- b. Conducting routine security assessments, as needed.
- c. Providing as-needed “transition services,” including the exporting of data to one or more alternative business intelligence systems.

6.0 COUNTY RESPONSIBILITIES

- 6.1 County Project Manager will serve as the primary point of contact for Contractor.
- 6.2 The County will provide Contractor staff with remote and on-site access to the Gotham application.
- 6.3 The County and/or JRIC will conduct acceptance testing, as applicable.
- 6.4 Authorized County and/or JRIC staff will manage user accounts.
- 6.5 County Project Manager will respond promptly to Contractor questions and comments.
- 6.6 County Project Manager may provide Contractor with temporary on-site office space, if required.

EXHIBIT B
PRICING SCHEDULE

1. GENERAL

This Exhibit 9 (Pricing Schedule) sets forth the pricing for the Work to be provided by Contractor under the Contract.

2. CONSULTING FEES

Contractor must provide Gotham Consulting Services under the Contract at the rates and fees specified below.

<u>Initial Term</u>	DESCRIPTION OF SERVICES	MONTHLY FIXED PRICE	ANNUAL TOTAL
Year 1	Break-fix maintenance, technical support, and other Work.	\$101,436.71	\$1,217,240.46
Year 2	Break-fix maintenance, technical support, and other Work.	\$103,467.78	\$1,241,613.36
Year 3	Break-fix maintenance, technical support, and other Work.	\$105,540.17	\$1,266,481.98
<u>Option Terms</u>			
Year 1	Break-fix maintenance, technical support, and other Work.	\$107,653.86	\$1,291,846.32
Year 2	Break-fix maintenance, technical support, and other Work.	\$109,808.87	\$1,317,706.38
CONTRACT SUM:			\$6,334,888.50

Contractor asserts that the below signed person is authorized to bind CONTRACTOR to the PRICING represented herein.

Submitted by:

Signature: Carrie Davis

Print Name: Carrie Davis

Title of Its Authorized Representative: Contracts Director

Date: October 1, 2023

EXHIBIT C

INTENTIONALLY OMITTED

DRAFT

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Sandra J. Lucio
Title: Acting Captain
Address: Los Angeles Sheriff's Department, Emergency Operations Bureau
1275 North Eastern Avenue, Los Angeles, California 90063
Telephone: (323) 980-2201
Facsimile: _____
E-Mail Address: sjlucio@lasd.org

COUNTY PROJECT MANAGER:

Name: Roberto M. Hernandez
Title: Lieutenant
Address: Los Angeles Sheriff's Department, Joint Regional Intelligence Center
12440 East Imperial Highway, Suite 700, Norwalk California 90650
Telephone: (562) 345-1182
Facsimile: _____
E-Mail Address: R5Hernan@lasd.org

CONTRACT COMPLIANCE OFFICER:

Name: Flora S. Francisco
Title: Contract Compliance Monitor
Address: Los Angeles Sheriff's Department, Contract Compliance Unit
211 West Temple Street, Los Angeles, California 90012
Telephone: (213) 229-3257
Facsimile: _____
E-Mail Address: FSFranci@lasd.org

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Pat V. Mack, Inc.**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: Susan Anzman
Title: Account Manager
Address: 2305 Historic Decatur Road, Suite 100
San Diego, CA 92106
Telephone: 720-326-2239
Facsimile: None
E-Mail Address: susan.anzman@pvmit.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Carrie Davis
Title: Contracts Director
Address: 2305 Historic Decatur Road, Suite 100
San Diego, CA 92106
Telephone: 720-812-8058
Facsimile: None
E-Mail Address: carrie.davis@pvmit.com

Name: Sydney Metzmaker
Title: COO
Address: 2305 Historic Decatur Road, Suite 100
San Diego, CA 92106
Telephone: 619-663-8793
Facsimile: None
E-Mail Address: sydney.metzmaker@pvmit.com

Notices to Contractor shall be sent to the following:

Name: Carrie Davis
Title: Contracts Director
Address: 2305 Historic Decatur Road, Suite 100
San Diego, CA 92106
Telephone: 720-812-8058
Facsimile: None
E-Mail Address: carrie.davis@pvmit.com

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME Pat V. Mack, Inc. Contract No.

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services
Exhibit F1 – Contractor Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: Carrie Davis DATE: 09 / 29 / 2023

PRINTED NAME: Carrie Davis

TITLE OF ITS AUTHORIZED REPRESENTATIVE: Contracts Director

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name Pat V. Mack, Inc. Contract No. _____

Employee Name Justin Hopson

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the sole satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the sole satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services
Exhibit F2 – Contractor Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT
AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including but not limited to my removal from working on the Contract.

SIGNATURE: _____

DATE: 10/2/2023

PRINTED NAME: _____

Justin Hopson

TITLE OF CONTRACTOR EMPLOYEE: System Administrator

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services

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**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT
AGREEMENT**

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

Contractor Name Pat V. Mack, Inc. Contract No. _____

Employee Name Ryan Watson

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the sole satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the sole satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services
Exhibit F2 – Contractor Employee Acknowledgement,
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CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including but not limited to my removal from working on the Contract.

SIGNATURE: Ryan Watson

DATE: 09/ 29 / 2023

PRINTED NAME: Ryan Watson

TITLE OF CONTRACTOR EMPLOYEE: Software Engineer

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services
Exhibit F2 – Contractor Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT
AGREEMENT**

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

Contractor Name Pat V. Mack, Inc. Contract No.

Employee Name Deion Owens

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the sole satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the sole satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services
Exhibit F2 – Contractor Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including but not limited to my removal from working on the Contract.

SIGNATURE: Deion Owens

DATE: 09 / 29 / 2023

PRINTED NAME: Deion Owens

TITLE OF CONTRACTOR EMPLOYEE: Software Engineer

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services
Exhibit F2 – Contractor Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name Pat V. Mack, Inc. Contract No. _____

Employee Name Attila Rakosi

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the sole satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the sole satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services

Exhibit F2 – Contractor Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including but not limited to my removal from working on the Contract.

SIGNATURE:

Attila Rakosi

DATE:

9 / 29 / 2023

PRINTED NAME:

Attila Rakosi

TITLE OF CONTRACTOR EMPLOYEE:

Software Engineer

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services

Exhibit F2 – Contractor Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer and the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services
Exhibit F3 – Contractor Non-Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including but not limited to my removal from working on the Contract.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____


TITLE OF CONTRACTOR NON-EMPLOYEE: _____

County of Los Angeles
Sheriff's Department

Pat V. Mack, Inc.
Gotham Consulting Services
Exhibit F3 – Contractor Non-Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

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 to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
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.

EXHIBIT H

INTENTIONALLY OMITTED

DRAFT

EXHIBIT I

INTENTIONALLY OMITTED

DRAFT

EXHIBIT J

INTENTIONALLY OMITTED

DRAFT

EXHIBIT K1

**COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT**

EXHIBIT K1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity (as defined below) 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 Contractor’s commitment and agreement to fulfill each of their respective obligations under applicable local, 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 Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

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

1. DEFINITIONS

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

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

EXHIBIT K1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

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

Contractor's Information Security Program must 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.

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

Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in Contractor's possession or control;

EXHIBIT K1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

- 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 Contractor.

- b. **Privacy Program.** Contractor must 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. Contractor's Privacy Program must 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. Contractor's Privacy Policies, guidelines, and procedures must 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. Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that 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 will retain exclusive rights and ownership thereto. County Information will not be used by Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Contractor, or commercially exploited or otherwise used by, or on behalf of, Contractor, its officers, directors, employees, or agents. 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, 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 Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable

EXHIBIT K1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

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. 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

Contractor may use County Information only as necessary to carry out its obligations under this Contract. Contractor will collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any local, state and federal law governing the protection of personal Information, (ii) any local, 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

Contractor must 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

Refer to Paragraph 7.6 (Confidentiality) and Exhibit K2 (Departmental Information Security Requirements) of the Contract.

7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, 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 will also apply to all Subcontractors and third parties. Contractor or third party will be subject to the following terms and conditions: (i) each 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 Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

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

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (such as mobiles, 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.

Contractor will encrypt County Information transmitted on networks outside of Contractor's control with

EXHIBIT K1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

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, any cloud storage of County information will reside in CJIS compliant cloud providers only. All mobile devices storing County Information will be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon the County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by 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, Contractor will 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, Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b. below of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, Contractor will return all hardware, if any, provided by the County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** Contractor will 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. 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 Days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by Contractor hereunder), at the County's option.

EXHIBIT K1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

10. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

Contractor must: (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 13 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.

Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If Contractor makes backups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) 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 Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by Contractor at off-site facilities.

Contractor must implement formal procedures to control access to the 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 must 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. Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that

EXHIBIT K1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

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. Contractor will record, review and act upon all events in accordance with Incident response policies set forth in Section 13 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, Contractor must 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.

13. SECURITY AND PRIVACY INCIDENTS

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

- 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 will be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:
Jeffrey Aguilar
Chief Information Security Officer
320 W. Temple Street, 7th Floor, Los Angeles, CA 90012
(213) 253-5659

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

Departmental Information Security Officer:
Anthony Cabrera (A/DISO)
Departmental Information Security Officer
12440 Imperial Hwy., Suite 400 E., Norwalk, CA 90650
(562)345-2785

- 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,
 - 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, and
 - v. The name and contact information for the organizations official representative(s), with relevant

EXHIBIT K1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

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 Contractor, and unless prohibited by law, Contractor will 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 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 the Contract and this Exhibit, Contractor will 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 Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

14. NON-EXCLUSIVE EQUITABLE REMEDY

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 additional remedies available within law or equity. Any breach of Confidentiality as outlined in Paragraph 7.6 (Confidentiality) and Exhibit K2 (Departmental Information Security Requirements) of the Contract, constitutes a material breach of this Contract and will be grounds for immediate termination of this Contract at the exclusive discretion of the County.

15. AUDIT AND INSPECTION

Refer to Exhibit K2 (Departmental Information Security Requirements) of the Contract.

EXHIBIT K1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

ADDENDUM A: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

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

EXHIBIT K2

DEPARTMENTAL INFORMATION SECURITY
REQUIREMENTS

EXHIBIT K2

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

This Exhibit K2 sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential 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 standards set forth in this Exhibit K2 will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit K2, capitalized terms have the meanings set forth in the Contract.

1. SECURITY POLICY

Contractor must establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor must screen and conduct background checks on all Contractor personnel who will have access to County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), will specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by the County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit K2, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the Health Insurance Portability and Accountability Act of 1966 (HIPAA), as amended and supplemented by the Health Information Technology for Economic and Public Health Act (HITECH). Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobiles, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 256 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor will destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) must be managed by a Mobile Device Management system. All workstations, PCs, laptops, and tablets will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County Project Director in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and previously approved by the County in writing. The foregoing requirements will apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Contract at any time upon the County's request, Contractor must return all hardware, if any, provided by the County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to the County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information should not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by the County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company and/or individual who performed the destruction will be sent to a

designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon the County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section will be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information must be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor must: (i) monitor and manage all of its information processing facilities, including without limitation, implementing operational procedures, change management and incident response procedures; (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor must implement formal procedures to control access to its systems, services, and data, including but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor will record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a report of all Security Incidents noting the corrective actions taken to mitigate the Security Incidents. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by the County. The County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt,

maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.

- d. The County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedules will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon the County's request, Contractor will provide to the County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date must include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to the County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to the County.
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to the County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, the County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a mutually agreed time by the parties, but in no event on a date more than ninety (90) days from the date of the request by the County. The County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls, inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. The County will pay for all third-party costs associated with the audit. It is understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor will cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators will have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to the County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any HIPAA and -HITECH, will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information," trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract, is and will remain the property of the County and the County retains exclusive rights and ownership thereto. The County Data may not be used by Contractor for any purpose other than as required under this Contract, nor may such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Contract, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the County, and therefore, that upon any such breach or any threat thereof, 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 either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" means any information that identifies a person, including but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information includes, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
 - i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from the County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, customers, and incarcerated persons and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by the County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) the County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information as required by this Contract.
- e. **Return of Confidential Information.** On the County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) 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 Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to the County certifying that all documents and materials referred to in Subsections 13(a) and (b) above have been delivered to the County or destroyed, as requested by the County. On termination or expiration of this Contract, the County will return or destroy all Contractor's Confidential Information (excluding items licensed to the County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

EXHIBIT K3

COMPLIANCE WITH DEPARTMENTAL
ENCRYPTION REQUIREMENTS

EXHIBIT K3

COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

Contractor is required to provide information about its encryption practices with respect to Personal Information, Protected Health Information, Medical Information, and any other information described in Exhibit K2 (Departmental Information Security Requirements) of the Contract by completing this Exhibit K3. By signing this Exhibit K3, Contractor certifies that it will be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Contract.

COMPLIANCE QUESTIONS			DOCUMENTATION AVAILABLE	
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Carrie Davis

Official's Name

Contracts Director

Official's Title

Carrie Davis

Official's Signature

EXHIBIT K4

DEPARTMENTAL APPLICATION SECURITY
REQUIREMENTS

TABLE OF CONTENTS

INTRODUCTION.....	1
1.0 SECURE CODING	2
2.0 SOFTWARE AS A SERVICE (SAAS), IF APPLICABLE.....	2
3.0 AUTHENTICATION (LOGIN/SIGN-ON)	2
4.0 AUTHORIZATION (USER PERMISSIONS).....	3
5.0 CONFIGURATION MANAGEMENT (DATABASE AND APPLICATION CONFIGURATION SECURITY).....	3
6.0 DATA SECURITY.....	4
7.0 AUDIT LOGGING AND REPORTING.	4
8.0 REFERENCE	6

Introduction

Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles. These requirements apply to all County and externally hosted applications: County developed and third party developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test, and monitor the overall System's security capabilities that shall consistently be met throughout the terms of the resultant agreement.

Requests for exceptions to any specific requirements within this requirement must be reviewed by the Departmental Information Security Officer (DISO) and approved by the Departmental management. The request should specifically state the scope of the exception, along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. The Departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Application Name and Brief Description:

Pat V. Mack, Inc

Carrie Davis

Application Owner Name

Carrie Davis

Application Owner Signature

Departmental Information Security Officer (DISO) Name:

DISO Signature

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
1.0	Secure Coding		
1.1	Comply with the County Application Secure Coding Standard	Y	
2.0	Software as a Service (SaaS), if applicable		
2.1	Comply with the County SaaS Security and Privacy Standard		Not SaaS
3.0	Authentication (Login/Sign-on)		
3.1	Authentication mechanism uses password that meets the County Password Security Standard	Y	
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)	Y	
3.3	Application login must be integrated with a central department and/or County authentication mechanism (e.g., AD)	Y	
3.4	System encrypts passwords before transmission	Y	
3.5	Ensure passwords are hashed and salted before storage	Y	

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
3.6	For public facing applications, implement multi-factor authentication (e.g., password) for applications with sensitive and/or confidential information (e.g., PII, PHI)		Not public facing
4.0	Authorization (Permissions)		
4.1	Users are associated with a well-defined set of roles and privileges	y	
4.2	Users accessing resources hold valid credentials to do so, for example: <ul style="list-style-type: none"> User interface (UI) only shows navigation to authorized functions Server side authorization checks for every function Server side checks do not solely rely on information provided by user 	y	
4.3	Role and permission metadata is protected from replay or tampering by using one of the following: <ul style="list-style-type: none"> Tokens/tickets expires after a single use or after a brief period Standard authorization/authentication protocol (e.g., SAML, OAuth) 	y	
5.0	Configuration Management (Database and Application Configuration Security)		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
5.1	Database Security: System restricts users from directly accessing the database	y	
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)	y	
5.3	Application/database connection credentials need to be encrypted in transit and in storage	y	
5.4	Application/database connection and service accounts must comply with least privilege principle (i.e., must not be database admin account)	y	
6.0	Data Security		
6.1	Sensitive (e.g., password protected) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., pursuant to Board of Supervisors Policy No.5.200)	y	
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)	y	
7.0	Audit logging and reporting		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
7.1	Application provides audit reports such as configuration, user accounts, roles, and privileges	Y	
7.2	<p>Auditing and logging an event in the system must include, at a minimum:</p> <ul style="list-style-type: none"> • Successful and unsuccessful logons to application • Security Configuration changes (add, delete users, change roles/group permissions, etc.) • Sensitive business transaction/functions (e.g., override approvals) • All logged information is handled securely and protected as per its data classification 	Y	
7.3	<p>The event parameters logged must include:</p> <ul style="list-style-type: none"> • User or system account ID • Date/time stamp • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event 	Y	
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements	Y	
8.0	Reference		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
8.1	County Web Application Secure Coding Standards	Y	
8.2	County Password Security Standard	Y	
8.3	Database Security Standard	Y	
8.4	County Windows Server Baseline Security Standard		No windows servers

November 21, 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 MODEL MASTER AGREEMENT FOR
HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) that will be used to execute Master Agreements (Agreements) with qualified vendors to provide as-needed Helicopter Maintenance, Engineering, and Repair Services (Services) for the Department's Aero Bureau.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Model Agreement for the term of December 7, 2023, through December 6, 2026, with an option to extend for four, one-year periods for a total term not to exceed seven years.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements substantially similar to the attached Model Agreement with qualified vendors commencing December 7, 2023, or upon execution by the Sheriff, whichever is later, to meet the needs of the Department.
3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Notices to the Agreements as set forth throughout the Model Agreement, to: (1) effectuate modifications which do not materially affect any term of the

Agreements, (2) add new or revised standard County contract provisions adopted by the Board as required periodically, (3) exercise option terms, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate Agreements, either in whole or in part, by the provision of a ten-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to establish Agreements with various qualified vendors to continue providing the Department's Aero Bureau with the required Services on an as-needed basis. These Services include major repairs and/or overhauls of dynamic components, engines, and engine components; engineering support; structural airframe repairs; helicopter completion services; and various non-critical component repairs.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by effectively maximizing the use of County assets in ways that are fiscally responsible and align with the County's highest priority service delivery needs.

FISCAL IMPACT/FINANCING

The estimated annual expenditure for the Services is \$12,000,000. Actual expenditures will be incurred solely on an as-needed basis. Over the term of the Agreements, appropriate allocations will be established in the Department's operating budget to meet the anticipated need each fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Model Agreement for Services was approved by the Board on November 9, 2016. The Department has six Agreements that will expire on December 6, 2023.

The Model Agreement was determined to be a Non-Proposition A agreement due to the Services being highly specialized and used on an as-needed basis. The Living Wage Program (County Code, Chapter 2.201) does not apply to the recommended Model Agreement.

The Services will be performed on a work order basis. County procedures for issuing work orders to qualified contractors are set forth in the Model Agreement. Factors affecting the selection process for any work order bid may include price, availability,

turn-around time, geographical proximity, demonstrated expertise, and prior performance.

The Model Agreement includes all County required provisions including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment, Policy of Equity, and Prohibition from Participation in Future Solicitations.

The attached Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On July 28, 2023, the Department released a Request for Statement of Qualifications (RFSQ) 711-SH to solicit Statement of Qualifications from vendors to provide Services. The Department posted the solicitation on the County and Department websites with an initial closing date of September 14, 2023.

The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of the recommended actions, the Sheriff intends to execute Agreement(s) with all qualified vendors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Model Agreement will enable the Department to maintain a pool of qualified contractors to deliver uninterrupted Services for its fleet of law enforcement helicopters.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:LT:lt
(Fiscal Administration Bureau-Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Holly A. Francisco, Assistant Sheriff, Countywide Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Jack W. Ewell, Chief, Special Operations Division (SOD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Thomas A. Giandomenico, Commander (SOD)
Glen Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Blanca R. Arevalo, Captain, Aero Bureau
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Director, Financial Programs Bureau
Angelo Faiella, Assistant Director, FAB, Contracts Unit (CU)
Rene A. Garcia, Lieutenant, ASD
Alex Madera, ASM III, FAB, CU
Curt A. Messerschmidt, Sergeant, SOD
Erica M. Nunes, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Veronica Urenda, ASM II, FAB, CU
Lauren Thai, ASM I, FAB, CU
(Contracts – Helicopter Maintenance Model Master Agreement 11-21-23)

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR
SERVICES**

**MASTER AGREEMENT
FOR
HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
TABLE OF CONTENTS**

PARAGRAPH PAGE	TITLE
RECITALS	1
1.0 APPLICABLE DOCUMENTS	1
2.0 DEFINITIONS	2
3.0 WORK	4
4.0 TERM OF MASTER AGREEMENT	5
5.0 CONTRACT SUM	6
5.1 Total Contract Sum	6
5.2 Written Approval for Reimbursement.....	6
5.3 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
5.4 Invoices and Payments	7
5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer....	8
6.0 ADMINISTRATION OF MASTER AGREEMENT- COUNTY	9
6.1 County Project Director.....	9
6.2 County Project Manager	9
7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR	10
7.1 Contractor Project Manager.....	10
7.2 Contractor's Authorized Official(s).....	10
7.3 Approval of Contractor's Staff.....	10
7.4 Contractor's Staff Identification.....	10
7.5 Background and Security Investigations.....	11
7.6 Confidentiality	12
8.0 STANDARD TERMS AND CONDITIONS	13
8.1 Amendments and Change Notices	13
8.2 Assignment and Delegation/Mergers or Acquisitions.....	13
8.3 Authorization Warranty	14
8.4 Complaints	14
8.5 Compliance with Applicable Laws	15
8.6 Compliance with Civil Rights Laws	15

**MASTER AGREEMENT
FOR
HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
TABLE OF CONTENTS**

PARAGRAPH PAGE	TITLE
8.7	Compliance with County's Jury Service Program..... 16
8.8	Conflict of Interest..... 17
8.9	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List..... 18
8.10	Consideration of Hiring GAIN-GROW Participants..... 18
8.11	Contractor Responsibility and Debarment..... 19
8.12	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law 21
8.13	Contractor's Warranty of Adherence to County's Child Support Compliance Program..... 21
8.14	County's Quality Assurance Plan 22
8.15	Damage to County Facilities, Buildings or Grounds..... 22
8.16	Employment Eligibility Verification..... 22
8.17	Counterparts and Electronic Signatures and Representations 23
8.18	Fair Labor Standards..... 23
8.19	Force Majeure 23
8.20	Governing Law, Jurisdiction, and Venue 24
8.21	Independent Contractor Status..... 24
8.22	Indemnification 25
8.23	General Provisions for all Insurance Coverage 25
8.24	Insurance Coverage 29
8.25	Liquidated Damages 31
8.26	Most Favored Public Entity..... 32
8.27	Non-discrimination and Affirmative Action 33
8.28	Non Exclusivity..... 34
8.29	Notice of Delays..... 34
8.30	Notice of Disputes 34
8.31	Notice to Employees Regarding the Federal Earned Income Credit..... 35
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law 35

**MASTER AGREEMENT
FOR
HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
TABLE OF CONTENTS**

PARAGRAPH PAGE	TITLE
8.33 Notices.....	35
8.34 Prohibition Against Inducement or Persuasion.....	35
8.35 Public Records Act.....	35
8.36 Publicity	36
8.37 Record Retention and Inspection-Audit Settlement	37
8.38 Recycled Bond Paper	38
8.39 Subcontracting	38
8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	39
8.41 Termination for Convenience	39
8.42 Termination for Default	40
8.43 Termination for Improper Consideration	41
8.44 Termination for Insolvency.....	42
8.45 Termination for Non-Adherence of County Lobbyist Ordinance	42
8.46 Termination for Non-Appropriation of Funds	43
8.47 Validity	43
8.48 Waiver	43
8.49 Warranty Against Contingent Fees	43
8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	44
8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	44
8.52 Time off For Voting	44
8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking....	44
8.54 Intentionally Omitted.....	45
8.55 Compliance with Fair Chance Employment Practices	45
8.56 Compliance with the County's Policy of Equity	45
8.57 Prohibition from Participation in Future Solicitation(s).....	45
8.58 Injury and Illness Prevention Program (IIPP)	46

**MASTER AGREEMENT
FOR
HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
TABLE OF CONTENTS**

**PARAGRAPH
PAGE**

TITLE

9.0	UNIQUE TERMS AND CONDITIONS.....	46
9.1	Intentionally Omitted	46
9.2	Intentionally Omitted.....	46
9.3	Intentionally Omitted	46
9.4	Intentionally Omitted.....	46
9.5	Intentionally Omitted.....	46
9.6	Local Small Business Enterprise (LSBE) Preference Program	46
9.7	Social Enterprise (SE) Preference Program.....	47
9.8	Disabled Veteran Business Enterprise (DVBE) Preference Program	48
9.9	Licenses, Permits, Registrations, Accreditation, and Certificates.....	49
10.0	Survival.....	49
	SIGNATURES	51

ATTACHMENTS

Attachment 1: Statement of Work

EXHIBITS

Exhibit A	County's Administration
Exhibit B	Contractor's Administration
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Sample Work Order
Exhibit E	Forms Required for Each Work Order Before Work Begins (Certifications and Confidentiality Forms)
Exhibit F	Contract Discrepancy Report

**MASTER AGREEMENT
FOR
HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES
TABLE OF CONTENTS**

PARAGRAPH PAGE	TITLE
Exhibit G	Subsequent Executed Work Orders (Not attached but incorporated by reference)
Exhibit H	Vendor's Service Category Checklist
Exhibit I	Price Sheet

DRAFT

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**_____
FOR
HELICOPTER MAINTENANCE, ENGINEERING
AND REPAIR SERVICES**

This Master Agreement, Attachment, and Exhibits are made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles (County), Sheriff's Department (Department) and _____ (Contractor), to provide Helicopter Maintenance, Engineering, and Repair Services (Services).

RECITALS

WHEREAS, the County may contract with private businesses for as-needed Helicopter Maintenance, Engineering, and Repair Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Helicopter Maintenance, Engineering, and Repair Services; and

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

WHEREAS, the Board has authorized the Sheriff or his 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

Attachment 1 and Exhibits A, B, C, D, E, F, G, H, and I 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 this base Master Agreement, Attachments, and Exhibits, or between Attachments and Exhibits, such conflict or inconsistency will be resolved by giving precedence first to this

Master Agreement and then to the Attachments and Exhibits according to the following priority:

Attachment:

Attachment 1 Statement of Work

Exhibits:

Exhibit A County's Administration

Exhibit B Contractor's Administration

Exhibit C Safely Surrendered Baby Law

Exhibit D Sample Work Order

Exhibit E Forms Required Before Work Begins (Certifications and Confidentiality Forms)

Exhibit F Contract Discrepancy Report

Exhibit G Subsequent Executed Work Orders (not attached but incorporated by reference)

Exhibit H Vendor's Service Category Checklist

Exhibit I Price Sheet (Parts, Components, and/or Raw Materials)

This Master Agreement, Attachments, and 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 Change Notices) below and signed by authorized representatives of 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 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout all Master Agreement documents.

- 2.2 Amendment:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.3 Business Day(s):** Monday through Friday, excluding County-observed holidays.
- 2.4 Change Notice:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.5 Contractor:** The sole proprietor, partnership, or corporation that has entered into this Master Agreement with County as identified in the preamble.
- 2.6 Contractor Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after this Master Agreement award.
- 2.7 County Project Director:** The person designated by the County with authority to approve all Work Order solicitations and executions. All references here forward to County Project Director shall mean, "County Project Director or designee".
- 2.8 County Project Manager:** The person designated by County Project Director as chief contact person with respect to the day-to-day administration of this Master Agreement. All references here forward to County Project Manager shall mean, "County Project Manager or designee".
- 2.9 Day(s):** Calendar days unless otherwise specified.
- 2.10 Fiscal Year:** The twelve-month period beginning July 1st and ending the following June 30th.
- 2.11 Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ); has met Vendor's Minimum Mandatory Qualifications listed in the RFSQ and has an executed Master Agreement with the Department.
- 2.13 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide Services through Master Agreements.
- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.15 Statement of Work (SOW):** The document that provides a written description of tasks and summarizes Contractor's work requirements

and obligations, as set forth in Attachment 1 (Statement of Work) to this Master Agreement.

- 2.16 Term:** Has the meaning set forth in Paragraph 4.0 (Term of the Master Agreement) of this Master Agreement.
- 2.17 Work:** Any and all tasks, subtasks, deliverables, and goods, and other Services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully-executed Amendments, Change Notices, and Work Orders hereto.
- 2.18 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. Unless circumstances justify otherwise, each Work Order must result from bids, solicited by and tendered to the County from Contractors. Unless otherwise specified, the 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. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit G (Subsequent Executed Work Orders) by this reference and made a part of this Master Agreement.

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 in this Master Agreement, including Attachment 1 (Statement of Work), and any fully executed Work Order.
- 3.2** Work Orders must conform to Exhibit D (Sample Work Order) to this Master Agreement. Each Work Order will describe in detail the particular project and the Work required for the performance thereof. Payment for all Work must be on a fixed price/not-to-exceed-cost per deliverable basis, including labor, subject to the total maximum amount specified on each individual Work Order. Unless otherwise agreed to by the County Project Manager, all aircraft or components requiring Services under this Master Agreement will be shipped or delivered to Contractor by the County and must be returned to the County, at the County's expense, upon completion of Contractor's Services as specified in the Work Order.
- 3.3** If Contractor provides any task, deliverable, Service, or other Work to County that goes beyond the scope of Work, Work Order expiration date, and/or that exceeds the total maximum amount as specified in the Work Order as originally written or modified as set forth in Paragraph 8.1 (Amendments and Change Notices) below, these will

be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.

3.4 The County's procedures for issuing and executing Work Orders are as follows:

3.4.1 Work Orders may be issued under competitive or non-competitive conditions to provide as-needed Helicopter Maintenance, Engineering, and Repair Services. It is understood by Contractor that the County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Contractors.

3.4.2 Upon determination by the County to issue a Work Order solicitation, the County will issue a Work Order solicitation to all Contractors qualified to perform the Work in question. Unless otherwise specified, the County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. Among other things, availability, turn-around time, geographical proximity, and expertise may be factored into the selection.

3.4.3 Each interested Contractor must submit a bid to the County contact specified in the Work Order within the timeframe specified. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order solicitation.

3.5 The County estimates that selection of any Contractor will occur within five Business Days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County Project Director on the starting date specified in the Work Order. Inability of Contractor 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 Project Director.

3.6 In the event Contractor defaults three times under Paragraph 3.5 above, within a given County fiscal year, the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) below.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement will commence on December 7, 2023 or upon the date of its execution by the Sheriff or designee as authorized by the Board, whichever is later, and will expire on December 6, 2026, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County will have the sole option to extend this Master Agreement Term for up to four one-year periods, for a maximum total

Master Agreement Term of seven years. Each such option Term will be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board, and shall be in the form of a written Amendment executed in accordance with Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.

- 4.3 The County maintains a database that tracks/monitors 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.
- 4.4 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration) to this Master Agreement.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by the 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 by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. 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 this Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

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 Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than 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

- 5.3.1 Contractor will have no claim against the 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

the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from Contractor.

- 5.3.2 Notwithstanding the above, Contractor will be entitled to payment for Services that are satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such Services are rendered pursuant to a Work Order that was validly executed during the Term of this Master Agreement. This provision will survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 Contractor must invoice the County separately for each executed Work Order for providing the tasks, deliverables, Services, and other Work authorized and specified in Attachment 1 (Statement of Work) to this Master Agreement and the Work Order.

- 5.4.2 Payment for all Work will be on a fixed price/not-to-exceed-cost per deliverable basis, including labor, subject to the total maximum amount specified in each Work Order, plus freight charges, less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages) below of this Master Agreement.

At no time during the Term of this Master Agreement will Contractor's pricing for parts, components, and/or raw materials provided pursuant to Work Orders executed under this Master Agreement exceed Contractor's actual cost plus five percent, as set forth in Exhibit I (Price Sheet (Parts, Components, and/or Raw Materials)) to this Master Agreement.

Upon request, Contractor must provide to County Project Manager copies of current year proprietary price books, or a bibliographic listing of price books used by Contractor to set pricing for parts, components, and/or raw materials. All price books and/or bibliographic listings must be provided at no cost to the County throughout the Term of this Master Agreement.

- 5.4.3 Contractor must satisfactorily perform all Work and must correct defective materials or workmanship prior to payment by the Department for Work performed.
- 5.4.4 The County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays,

vacation, sick leave, per diem, or miscellaneous expenses, etc.

- 5.4.5 Contractor must submit an original invoice, within ten Business Days after the County's acceptance of all completed Work, to County Project Manager at the address set forth in Exhibit A (County's Administration) to this Master Agreement.

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.

Each invoice submitted by Contractor must specify the following:

- Invoice number and date,
- Contractor's name, address, and telephone number,
- Copy of the County Work Order and any change orders executed thereto,
- Period of performance of Work being invoiced,
- Name(s) of persons who performed the Work,
- Itemized list of all parts, components, and/or raw materials used to complete the Work together with manufacturer's part numbers;
- Itemized pricing for each part, component, and/or volume of raw materials used to complete the Work;
- Price for all labor applicable to the Work Order;
- Freight charges; and
- Total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.5.1 The County has determined that the most efficient and secure default form of payment for goods and/or Services provided under this Master Agreement 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 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 this Master Agreement, 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) to this Master Agreement. The County will notify Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

The role of the County Project Director may include:

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

6.2 County Project Manager

The role of County Project Manager is authorized to include but not limited to:

- a) Meeting with Contractor's Project Manager on a regular basis,

- b) Preparing Work Orders, and
- c) Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

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

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor must notify the County in writing of any change in the names or addresses shown.

7.1 Contractor Project Manager

7.1.1 Contractor Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County Project Manager on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 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

The 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 Project Manager. Contractor must provide the 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.

7.4.2 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

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 the 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 At any time prior to or during the Term of this Master Agreement, all Contractor staff, non-employee staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing Services under this Master Agreement must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform Services under this Master Agreement. Such background investigation may include, but will not be limited to, criminal conviction information obtained through a Driver License check or through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review.
- 7.5.2 County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation are at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the Term of this Master Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 The 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 the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by the 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 the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the 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 the County without the 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 Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement) to this Master Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

- 8.1.1 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this 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 Board or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement must be prepared and executed by Contractor and by the Sheriff or designee.
- 8.1.2 For any change which materially affects the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement must be executed by Contractor and the Board.
- 8.1.3 For any change which does not materially affect the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, a Change Notice to this Master Agreement must be executed by the County Project Director and Contractor Project Manager.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.4 above, for: a) any option Term extension of the Master Agreement and b) modifications pursuant to Paragraph 8.2 (Assignment and Delegation) below of this Master Agreement, an Amendment to this Master Agreement must be executed by Contractor and the Sheriff or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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 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 the 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 this 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 the County's sole discretion, against the claims, which 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 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 this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the 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

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

8.4 Complaints

Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.4.1 Within ten Business Days after this Master Agreement's effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.4.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within ten Business Days for County approval.
- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.

- 8.4.6 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.
- 8.4.7 Copies of all written responses must be sent to County Project Manager within ten Business Days of mailing to the complainant.

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 the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the 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 the County without the County's prior written approval.

8.6 Compliance with Civil Rights Laws

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:

- a) That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
- b) That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
- c) That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
- d) Where problem areas are identified in employment practices, 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

- a) 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 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 Contractor or that Contractor deduct from the employees regular pay the fees received for jury service.
- b) 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 County under this 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.

- c) If Contractor is not required to comply with the Jury Service Program when this 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 the 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 this 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.
- d) Contractor's violation of this Paragraph 8.7.2 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this 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 Contractor or have any other direct or indirect financial interest in this Master Agreement. No

officer or employee of 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 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the Services set forth herein, 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 Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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 Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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 this 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

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar 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 Master Agreements that Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: a) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, b) committed an act or omission which negatively reflects on 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, c) committed an act or offense which indicates a lack of business integrity or business honesty, or d) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

- a) If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- c) 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d) If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five 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 Contractor has adequately demonstrated one or more of the following: a) elimination of the grounds for which the debarment was imposed, b) a bona fide change in ownership or management, c) material evidence discovered after debarment was imposed, or d) any other reason that is in the best interests of the County.
- e) The Contractor Hearing Board will consider a request for review of a debarment determination only where: a) Contractor has been debarred for a period longer than five years, b) the debarment has been in effect for at least five years, and c) 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.

- f) 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. The Board 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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post Exhibit C (Safely Surrendered Baby Law) to this Master Agreement, in a prominent position at Contractor's place of business. 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 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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 Contractor's duty under this Master Agreement to comply with all applicable provisions of law, 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 Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and 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 30 Days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 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. 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. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 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 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 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 Change Notices) above 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

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 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. 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.

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and 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 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 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 Contractor.
- 8.21.3 Contractor understands and agrees that all persons

performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. 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 Contractor pursuant to this Master Agreement.

8.21.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Master Agreement.

8.22 Indemnification

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 County Indemnitees.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of the 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 (Insurance Cover) below 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 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 the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing Services under this Master Agreement.
- Renewal Certificates must be provided to the County not less than ten 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 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 \$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 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 County Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement.

Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the County property, and any loss, disappearance, destruction, misuse, or theft of the County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the 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 the County.

8.23.2 Additional Insured Status and Scope of Coverage

The County, 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. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to 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 the County with, or Contractor's insurance policies must contain a provision that the 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 the County at least ten Days in advance of cancellation for non-payment of premium and 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 this 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 this Master Agreement, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. The 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 the 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, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. 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 the 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 the 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 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 the County's determination of changes in risk exposures.

8.24 Insurance Coverage

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 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 the County at least ten Days in advance of cancellation for non-payment of premium and 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 General/Aviation Liability: The type and amount of general or aviation liability coverage will depend on whether Contractor is providing maintenance, engineering, and/or repair services that are "critical" (Type 1) or "non-critical" (Type 2 or Type 3) to the safe operations and flight of the aircraft listed in Attachment 1 (Statement of Work) of this Master Agreement.

- a) TYPE 1 COVERAGE (Required for the Performance of Critical Component Services) - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangerkeepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- b) TYPE 2 COVERAGE (Required for the Performance of Non-Critical Component Services) - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same

manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$5 million
Products/Completed Operations:	\$5 million
Personal/Advertising Injury:	\$5 million
Hangarkeepers Liability:	\$5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- c) TYPE 3 COVERAGE (Required for the Performance of Completion Services) - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangarkeepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

If at any time, Contractor is qualified to perform critical and non-critical Services (Type 1 and/or Type 2 and/or Type 3) as defined in Attachment 1 (Statement of Work) to this Master Agreement, Contractor must carry and maintain the maximum liability coverages defined above in Paragraphs 8.24.4 a), b), and c), throughout the Term of this Master Agreement.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Contractor from the County, will be forwarded to Contractor by County Project Director, in a written notice describing the reasons for said action.
- 8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement County Project Director deems are correctable by

Contractor over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:

- a) Deduct from the Contractor's payment those applicable portions of the invoice, 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 \$200 per Day per infraction and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or
- c) Upon giving five Days notice to 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 Contractor from the County, as determined by the County.

8.25.3 The actions noted in Paragraph 8.25.2 above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of 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 Paragraph 8.25.2 above, 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 Contractor's prices decline, or should 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 Non-discrimination and Affirmative Action

- 8.27.1 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:
- a) That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - b) That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - c) That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - d) Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 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 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 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 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Non-discrimination and Affirmative Action) 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 Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event 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 \$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 Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

Contractor must bring to the attention of County Project Manager any dispute between the County and Contractor regarding the

performance of Services as stated in this Master Agreement. If County Project Manager is not able to resolve the dispute, the Sheriff or his designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

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 the County, and where and how to safely surrender a baby. The information is set forth in Exhibit C (Safely Surrendered Baby Law) to 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 Exhibit A (County's Administration) and Exhibit B (Contractor's Administration) to this Master Agreement. Addresses may be changed by either party giving ten Days' prior written notice thereof to the other party. County Project Director 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, 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 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) below; 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 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," 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 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 Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Master Agreement within the following conditions:

- Contractor must develop all publicity material in a professional manner, and
- During the Term of this Master Agreement, 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 County Project Director. The County will not unreasonably withhold written consent.

- 8.36.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County, provided that the requirements of this Paragraph 8.36

(Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

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. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that the County, or its authorized representatives, 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 Contractor and will be made available to the County during the Term of this Master Agreement and for a period of five 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 Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, 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 Contractor is conducted specifically regarding this Master Agreement by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of 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 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 years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference will be either: a) repaid by 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 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 Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will 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's policy to reduce the amount of solid waste deposited at the County landfills, 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 Contractor **without the advance approval of the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If Contractor desires to subcontract, 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 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 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of 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. Contractor is responsible to notify its subcontractors of this County right.

- 8.39.6 County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 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 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. Contractor must ensure delivery of all such documents to County Contract Compliance Manager as listed in Exhibit A (County's Administration) to this Master Agreement, 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 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) above 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 Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) below and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 The 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 Days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must

immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice,
- Transfer title and deliver to the 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 Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) above.

8.42 Termination for Default

8.42.1 The County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County 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 Business 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 above, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. 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. 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, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above 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 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, 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 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 above, 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) above.
- 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 Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by 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 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 Contractor as it could pursue in the event of default by Contractor.

8.43.2 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 Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
- The appointment of a Receiver or Trustee for Contractor, or
- The execution by 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

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160.010. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance will constitute a material

breach of this Master Agreement, upon which 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 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 Board 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 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 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 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

8.50.1 Contractor acknowledges the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

8.50.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this 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 above will constitute 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 ten Days of notice will be grounds upon which the 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

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 ten 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

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

8.53.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Master Agreement. The County will not be under any obligation to

disclose confidential information regarding the offenses other than those required by law.

- 8.53.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor, 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 8.55 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County's Policy of Equity

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's Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). 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. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or subcontractor ("Vendor/Contractor"), is prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/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 Vendor/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement.

8.58 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 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.6.2 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 LSBE.

9.6.3 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 LSBE.

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

- a) Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,

- b) In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
- c) 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 solicitation or accepting a Master Agreement award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 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.
- 9.6.3 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.
- 9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:
 - a) Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded;
 - b) In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and

- c) 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 solicitation or accepting a Master Agreement award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor 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.
- 9.8.3 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.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:
 - a) Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
 - b) In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
 - c) 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 solicitation or accepting a Master Agreement award.

9.9 Licenses, Permits, Registrations, Accreditation, and Certificates

Contractor must obtain, and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's Services under this Master Agreement. Contractor must further ensure that all of its officers, employees, subcontractors, and agents who perform Services hereunder obtain, and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor must provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to County Project Manager.

10. Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (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 8.29 (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 8.57 (Prohibition from Participation in Future Solicitation(s))
Paragraph 10 (Survival)

DRAFT

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**_____
FOR
HELICOPTER MAINTENANCE, ENGINEERING
AND REPAIR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County or his designee, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized representative, on dates written below.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

CONTRACTOR

By: _____

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Approval on File _____
Michele Jackson
Principal Deputy County Counsel

COUNTY'S ADMINISTRATION**MASTER AGREEMENT NO. 711XX**_____**COUNTY PROJECT DIRECTOR:**

Name: Blanca Arevalo
Title: Captain
Address: 3235 North Lakewood Boulevard
Long Beach, CA 90808
Telephone: 562-421-1010
Facsimile: 562-415-2764
E-Mail Address: brareval@lasd.org

COUNTY PROJECT MANAGER:

Name: Alan Butler
Title: Chief, Helicopter Maintenance
Address: 3235 North Lakewood Boulevard
Long Beach, California 90808
Telephone: 562-429-3215
Facsimile: _____
E-Mail Address: adbutler@lasd.org

CONTRACT COMPLIANCE OFFICER:

Name: Isabel Ibarra
Title: Administrative Services Manager I
Address: 211 W. Temple St.
Los Angeles, CA 90012
Telephone: 213-229-1805
Facsimile: _____
E-Mail Address: icibarra@lasd.org

COUNTY ACCOUNTS PAYABLE REPRESENTATIVE:

Name: Stephanie Lam
Title: Accounting Officer III
Address: 211 W. Temple St.
Los Angeles, CA 90012
Telephone: 213-229-1858
Facsimile: 323-415-4244
E-Mail Address: slam@lasd.org

CONTRACTOR'S ADMINISTRATION_____
CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following 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



DRAFT

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 to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
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.

**HELICOPTER MAINTENANCE, ENGINEERING AND REPAIR SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE STATUS

CONTRACTOR NAME

WORK ORDER NO. _____ COUNTY MASTER AGREEMENT NO. _____

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

EMPLOYEES

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

HELICOPTER MAINTENANCE, ENGINEERING AND REPAIR SERVICES**MASTER AGREEMENT****CERTIFICATION OF NO CONFLICT OF INTEREST**

CONTRACTOR NAME

WORK ORDER NO. _____ COUNTY MASTER AGREEMENT NO. _____

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

“Certain contracts prohibited.

A. Notwithstanding any other section of this code, the County will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the Board finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

Signature of Authorized Official: _____ Date: ____/____/____

Printed Name of Authorized Official: _____

Title of Authorized Official: _____

CONTRACTOR DISCREPANCY REPORT**TO:****FROM:****DATES:** Prepared by County: _____ Received by Contractor: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** _____

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

CONTRACTOR NOTIFIED OF ACTION:_____
County Representative's Signature and DateCounty of Los Angeles
Sheriff's Department_____
Contractor Representative's Signature and DateHelicopter Maintenance, Engineering, and Repair Services
Exhibit F – Contractor Discrepancy Report
Model Master Agreement No. 711

EXHIBIT G
SUBSEQUENT EXECUTED WORK ORDERS
(NOT ATTACHED BUT INCORPORATED HEREIN BY REFERENCE)

CONTRACTOR'S SERVICE CATEGORY CHECKLIST

		Page 1 of 2	
Check ALL categories that best describe your area(s) of expertise.			
Contractor asserts that it meets the Minimum Mandatory Qualifications to provide services in the following areas:			
SERVICE CLASS I	AIRBUS AS332/H225 SERIES		
SERVICE CLASS II	AIRBUS AS350 SERIES		
Service Type 1	Critical Component Services (A through D)		
A. Dynamic Component Repair and Overhaul			
	1. Main Gear Box (transmission) and Related Components		
	2. Tail Rotor Gear Box and Related Components		
	3. Tail Rotor Driveshaft and Related Components		
	4. Main Rotor Head and Related Components		
	5. Tail Rotor Head and Related Components		
	6. Main Rotor Blades		
	7. Tail Rotor Blades		
	8. Specialized Services (non-destructive testing and technical engineering support)		
B. Powerplant Repair and Overhaul			
	1. Scheduled/Non-Scheduled Engine Overhaul		
	2. Scheduled/Non-Scheduled Engine mid-life inspections/overhaul		
	3. Compressor Section		
	4. Accessory Gear Box		
	5. Turbine/Modular Sections		
	6. Combustion Section		
	7. Engine Accessories		
	8. Quality Assurance [refer to Paragraph 3.1.2 (h) of Attachment 1 (Statement of Work)]		
	9. Warranty [refer to Paragraph 3.1.2 (i) of Attachment 1 (Statement of Work)]		
	10. Performance Assurance [refer to Paragraph 3.1.2 (j) of Attachment 1 (Statement of Work)]		
C. Airframe Inspection and/or Repairs			
	1. Airframe Sheet Metal and Composite Surface Repairs		
	2. Aircraft Hydraulic, Electrical, Lubrication, Fuel Systems and Components		
	3. Landing Gears		
	4. Flight Control Systems		
	5. Airframe Inspections		
D. Avionics and Navigation Systems			
	[Refer to Paragraph 3.1.4 of Attachment 1 (Statement of Work)]		

CONTRACTOR'S SERVICE CATEGORY CHECKLIST

Page 2 of 2

Check ALL categories that best describe your area(s) of expertise.

Contractor asserts that it meets the Minimum Mandatory Qualifications to provide services in the following areas:

SERVICE CLASS I **AIRBUS AS332/H225 SERIES****SERVICE CLASS II** **AIRBUS AS350 SERIES****Service Type 2****Non-Critical Component Services (1 through 14)**A. Various Types

1. Night Vision Lighting/Alternate Lighting		
2. Search Light(s)		
3. Thermal Imagers and Video Cameras		
4. Overlay Panel		
5. Moving Map		
6. Communication Radios		
7. PA and Siren System		
8. Medical Interior Modules and related components		
9. Aircraft Hoist and/or External Cargo Hook		
10. Air Conditioning Systems and Instruments		
11. Aircraft Interiors [refer to Paragraph 3.2.2 (k) of Attachment 1 (Statement of Work)]		
12. Aircraft Washing, Cleaning, Detailing (Interior)		
13. Aircraft Washing, Cleaning, Detailing (Exterior)		
14. Other non-critical special-mission equipment (Please List)		

Service Type 3**Completion Services**Aircraft Completion Services

*Refer to Paragraph 3.3 (Service Type 3 - Completion Services) of Attachment 1 (Statement of Work)

Please note: Work Orders for Completion Services are subject to special terms and conditions which may supersede the Master Agreement.

Contractor's Representative Name (please print)

Representative's Title

Representative's Signature / Date

PRICE SHEET
(PARTS, COMPONENTS, AND/OR RAW MATERIALS)

Contractor certifies that the maximum pricing for parts, components, and/or raw materials must remain firm and fixed for the term of the Master Agreement as follows:

PARTS, COMPONENTS, AND/OR RAW MATERIALS	MAXIMUM PRICE
<ul style="list-style-type: none">• OEM new parts & consumables• OEM or OEM reseller parts & components• OEM or OEM reseller exchanges & rentals• Raw materials	Contractor's Actual Cost* plus 5%

Actual Cost = Contractor's actual cost to **acquire the parts, components, and/or raw materials necessary to complete a Work Order issued by the County, based on current year proprietary price books, as set forth in Paragraph 5.4.2 of the Master Agreement (not applicable if Contractor is the Original Equipment Manufacturer (OEM) of said parts, components, and/or raw materials or the certifying authority of said parts, components, and/or raw materials that are supplied to the OEM).*

Name of Contractor

Print Name of Authorized Representative

Title

Signature

Date

ATTACHMENT 1

STATEMENT OF WORK

HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SCOPE OF WORK.....	1
2.0 WORK ORDER PROCESS.....	1
3.0 SPECIFIC WORK REQUIREMENT.....	2
4.0 PARTS AND MATERIALS REQUIREMENTS	6
5.0 ACCEPTABILITY OF WORK/DELIVERY.....	8
6.0 DISCREPANCIES	8
7.0 CONTRACTOR'S RESPONSIBILITIES	8
8.0 GUARANTEE	9
9.0 MEETINGS	9
10.0 QUALITY ASSURARNCE	9

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) is seeking Qualified Contractors that can provide helicopter maintenance, engineering, and repair services (Services) on an as-needed basis. Contractor must provide all necessary labor, tools, equipment, raw material, supplies, and/or Services necessary to maintain, repair, overhaul, refurbish, and/or modify the existing fleet of Department helicopters and their components, as well as any future additions to the Department's fleet. Contractor must provide Services for major repairs, including, but not limited to, scheduled overhauls of dynamic components, engines and engine accessories, engineering support, structural airframe repairs, as well as various non-critical component repairs.
- 1.2 Contractor must be certified, licensed, qualified, and capable of performing all Work requirements specified in Paragraph 3.0 (Specific Work Requirements) below.
- 1.3 No Work will be performed under the Master Agreement except in accordance with a fully executed Work Order issued pursuant to Paragraph 3.0 (Work) to the Master Agreement.
- 1.4 Contractor's Services will supplement work performed by the Department's Aero Bureau, located at 3235 North Lakewood Boulevard, Long Beach, CA 90808.
- 1.5 The execution of a Master Agreement does not guarantee Contractor any minimum amount of Work. The determination as to the need for Services will rest solely within the discretion of the Department.
- 1.6 All Work listed in this document pertains only to the following Airbus Helicopters Inc. (formerly American Eurocopter Corporation) aircraft models:
 - **SERVICE CLASS I – AIRBUS AS332 and H225 SERIES**
 - **SERVICE CLASS II – AIRBUS AS350 SERIES**

2.0 WORK ORDER PROCESS

The County's procedures for issuing Work Orders to qualified Contractors are set forth in Paragraph 3.0 (Work) to the Master Agreement.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 SERVICE TYPE 1 – Critical Component Services

3.1.1 Dynamic Component Repair and Overhaul, Rotor Blade Repair, Replacement, Overhaul and Balancing

Contractor must provide, on an as-needed basis, all parts, labor, and incidental materials necessary to perform repairs or overhauls to Department helicopters, including, but not limited to, the following:

- a) Main Gear Box (Transmission) and Related Components - Overhaul, minor and major repair, and parts replacement, as required.
- b) Tail Rotor Gear Box and Related Components - Overhaul, minor and major repair, and parts replacement, as required.
- c) Tail Rotor Driveshaft and Related Components - Overhaul, minor and major repair, and parts replacement, as required.
- d) Main Rotor Head and Related Components - Overhaul, minor and major repair, parts replacement as required.
- e) Tail Rotor Head and Related Components - Overhaul, minor and major repair, and parts replacement, as required.
- f) Main Rotor Blades - Overhaul, minor and major repair, balancing, and replacement, as required.
- g) Tail Rotor Blades - Overhaul, minor and major repair, balancing, and replacement, as required.
- h) Specialized Services - Including, but not limited to, non-destructive testing and technical engineering support.

3.1.2 Powerplant Repair and Overhaul

Contractor must provide, on an as-needed basis, all parts, labor, and incidental materials necessary to perform scheduled and unscheduled repairs and overhauls to the Turbomeca Arriel and

Makila turbine engines installed on Department helicopters, including, but not limited to, the following:

- a) Scheduled/Non-Scheduled Engine Overhaul - Repair/replace engine components at prescribed engine time-life.
- b) Scheduled/Non-Scheduled Engine Mid-life Inspections and/or Overhaul - Inspect and repair/replace engine components at prescribed engine time-life.
- c) Compressor Section - Inspect and repair/overhaul internal components.
- d) Accessory Gear Box - Inspect and repair/overhaul internal and external components.
- e) Turbine/Modular Section - Inspect and repair/overhaul internal components including the repair and replacement of power turbine wheels, nozzles, and all other related turbine section components.
- f) Combustion Section - Inspect, repair, overhaul, and replace all internal and external component items.
- g) Engine Accessories - Inspect, test/repair, replace, and/or overhaul engine accessories including, but not limited to, fuel controls, fuel nozzles, governors, bleed valves, and related components.
- h) Quality Assurance - Contractor may be required to conduct a teardown inspection of the turbine engines to determine the extent of repairs necessary and provide an accurate cost estimate. After the repairs have been completed, Contractor must perform a quality assurance inspection to ensure all Work has been performed in accordance with factory prescribed maintenance procedures. Contractor must provide written documentation certifying the Work performed.
- i) Warranty - All engine, powerplant, and related components must be inspected, repaired, replaced or overhauled to manufacturer's specifications and warrantied against defects

resulting from Services rendered for a period of at least 180 Days or 300 flight hours after installation, whichever occurs first, unless otherwise warranted by parts supplier.

- j) Performance Assurance - Contractor must provide performance assurance on all turbine overhauls equal to or greater than five percent above minimum factory engine power specification requirements.

3.1.3 Airframe Inspection and/or Repairs

Contractor must provide, on an as-needed basis, all parts, labor, and incidental materials necessary to perform scheduled and unscheduled structural airframe inspections and/or repairs, including, but not limited to, the following:

- a) Airframe Sheet Metal and Composite Surface Repairs - Structural repairs involving sheet metal and composite materials Work to the basic airframe, landing gears, cowlings, doors, and all internal cabin metal surfaces, structures, and instrument panels, including aircraft painting and exterior finishes.
- b) Aircraft Hydraulic, Electrical, Lubrication, Fuel Systems and Components - System testing, repairs, overhaul, and component replacement.
- c) Landing Gears - Repair, overhaul, and component replacement of landing gears, skids, cross tubes, struts, shock absorbers, wheels, brakes, and all other related components.
- d) Flight Control Systems - Repair, replace, overhaul, and return to service all flight control system components, including but not limited to, cables, control tubes, control rods, bell cranks, support assemblies, and related fittings, hydraulics, and electronic or electrical components.
- e) Airframe Inspections - Perform scheduled airframe phase inspections in accordance with manufacturer specifications.

3.1.4 Avionics and Navigation Systems

Contractor must provide, on an as-needed basis, all parts, labor, and incidental materials necessary to perform needed repairs, component replacement, and overhaul of all avionics and navigation equipment installed on Department helicopters.

Work may be performed by Contractor at the Department's Aero Bureau facility.

3.2 SERVICE TYPE 2 – Non-Critical Component Services

3.2.1 Non-critical Services and repairs, as defined by the Department, are those Services which do not directly affect the flight and operations of the helicopter.

3.2.2 Contractor must provide, on an as-needed basis, all parts, labor, and incidental materials necessary to perform needed repairs, component replacement, and overhaul Services on, but not limited to, the following:

- a) Night vision lighting/alternate lighting,
- b) Search light(s),
- c) Thermal imagers and video cameras,
- d) Overlay panel,
- e) Moving map,
- f) Communication radios,
- g) Public announcement and siren system,
- h) Medical interior modules and related equipment,
- i) Aircraft hoist and/or external cargo hook,
- j) Air conditioning systems and instruments,
- k) Aircraft interiors - Repairs and/or replacement of all aircraft components and accessories including seats, upholstery,

paneling, floors and surfaces, environmental systems, and components, including aircraft painting and interior finishes,

- l) Aircraft washing, detailing, and cleaning (interior and exterior), and
- m) All other non-critical special-mission equipment installed on existing Department helicopters.

3.3 SERVICE TYPE 3 – Completion Services

3.3.1 Completion Services are defined as the furnishing, engineering, and/or installation of avionics, communications, and law enforcement equipment within a new or used, unequipped or minimally equipped, helicopter acquired by the Department.

3.3.2 Contractor or their authorized subcontractor must provide, on an as-needed basis all parts, labor, and incidental material necessary to perform required Completion Services.

3.3.3 All Completion Services must be performed at one of the following:

- Contractor's certified repair station approved by the Federal Aviation Administration (FAA) under Federal Aviation Regulation 14 C.F.R Part 145,
- Certified Approved Maintenance Organization (AMO) approved by Transport Canada under Canadian Aviation Regulation, Part V, subpart 7, or
- At a facility approved by the Department.

3.3.4 All aircraft will be delivered to Contractor and returned to the Department by Aero Bureau Staff.

4.0 PARTS AND MATERIALS REQUIREMENTS

For each Service Class and Service Type defined above, the following will apply:

4.1 Parts Procurement, Engineering, Technical Assistance and Product Support

Contractor must provide, on an as-needed basis, selected manufacturer-approved repair parts, aircraft components (new and/or overhauled),

engineering and technical assistance and product support necessary for Department employees to perform maintenance inspections, repairs and/or component overhaul/replacement for the Department's helicopters, including, but not limited to:

a) Repair Parts Procurement - Contractor must provide factory-approved new or certified replacement aircraft parts obtained directly from the Original Equipment Manufacturer (OEM) or an authorized parts distributor and/or vendor authorized by the OEM to manufacture and sell duplicate parts under Parts Manufacturer Approval (PMA). Contractors must additionally certify that all parts sold to the County meet aircraft airworthiness and safety standards as established by Federal Aviation Regulations and/or aircraft manufacturer.

b) Engineering and Technical Assistance - Contractor must provide engineering and technical assistance for specific projects associated with aircraft modifications, maintenance programs and/or Type Certification or Supplemental Type Certification requiring FAA approval or compliance with technical specifications as specified by the aircraft manufacturer and/or FAA.

c) Product Support - Contractor must provide required product support through resources such as the research and development of special parts, tools and/or modifications needed to support the Department's helicopters. If special parts cannot be obtained from the aircraft manufacturer in order to perform the Work, Contractor must design, engineer, manufacture and/or arrange approval of special parts and/or tooling needed. Contractor must obtain approval from the FAA, the aircraft manufacturer or an aircraft airworthiness authority.

4.2 Upon request, Contractor must provide such aircraft repair parts and/or components to the Department on a rental basis. Rentals will be on a fixed price/not-to-exceed-cost as referenced in Exhibit I [Price Sheet (Parts, Components, and/or Raw Materials)] of the Master Agreement.

4.3 All aircraft repair parts and/or components must be delivered to the Department's Aero Bureau.

4.4. Materials and Supplies

The Master Agreement is intended to acquire and purchase aircraft parts, materials, and supplies incidental to the required repair Work and/or Services. The Department reserves the right to provide Contractor with

after-market, serviceable components in either new or certified overhauled condition, whenever possible, in an effort to mitigate repair costs.

4.5. Material Standards

When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles from other manufacturers may be used provided they are of the same type and of equal quality. The Department will be the sole judge as to "equal." All materials and equipment must be new, or certified overhauled and installed as recommended by the manufacturer. All materials and equipment must be properly tested, regulated, adjusted, and placed in proper operating condition before the Work can be accepted by the County.

5.0 ACCEPTABILITY OF WORK/DELIVERY

All Work must be completed within the time frame set forth on the Work Order for the specific job. All Work must be done in a professional manner and must be acceptable to technically qualified Department personnel.

6.0 DISCREPANCIES

If the Department determines that Work is not complete or not performed to standard, County Project Manager will notify Contractor in writing or by telephone and request a meeting to resolve the discrepancy. Representatives of the Department and Contractor must meet at Aero Bureau facility within ten Days of the date of notification by the Department. Contractor will not be paid for Work until such discrepancy is resolved.

7.0 CONTRACTOR'S RESPONSIBILITIES

7.1 All damages incurred to the Department's aircraft by Contractor must be repaired or replaced at Contractor's expense.

7.2 If Contractor fails to repair or replace damaged property, the Department will deduct the cost of repairs for such damages, as determined by the Department, from existing unpaid invoices due to Contractor, from future invoices submitted by Contractor, or bill Contractor and the provisions of Paragraph 8.15 (Damage to County Facilities, Buildings or Grounds) of the Master Agreement will apply.

7.3 Upon completion of Work, Contractor must remove remaining excess materials from the aircraft or components. Any dirt or stains caused by the Work performed must be cleaned and removed.

8.0 GUARANTEE

8.1 Contractor must guarantee all materials and workmanship for a period of 180 Days from the Date of Acceptance of Work by the Department or 300 flight hours after installation (whichever occurs first) unless otherwise agreed to in writing by Contractor and County Project Manager.

8.2 Date of Acceptance is defined as the date County Project Manager signs off that Work was accepted.

8.3 If Contractor fails to make proper repairs under this guarantee, the Department may, at its discretion: a) deduct the cost of repairs, as determined by the Department, from existing unpaid invoices due to Contractor, b) deduct the cost of repairs from future invoices submitted by Contractor, or c) bill Contractor for the cost of repairs.

9.0 MEETINGS

At various times throughout the Term of the Master Agreement, Contractor may be required to meet with the Department. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet the Department's needs. Contractor will be given written notice seven Days prior to the meeting as to the date, time, and location of the meeting.

10.0 QUALITY ASSURANCE

10.1 Contractor's quality control supervisor or authorized representative must inspect the completed Work and determine whether the Work has been completed in accordance with manufacturer's specifications. All Work must be completed in accordance with accepted practices, safety standards, and Federal Aviation Regulations. All Work documents must be signed by the quality control supervisor or authorized representative verifying that the Work meets appropriate airworthiness standards, and the aircraft has been returned to airworthy condition.

10.2 Contractor must correct defective materials or workmanship prior to payment by the Department for Work performed.

- 10.3 The Department reserves the right to conduct defect inspections at Contractor's facility.

DRAFT

November 21, 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 SOLE SOURCE AMENDMENTS TO EXTEND PROPOSITION A
CONTRACT NUMBER 78467 WITH UNIVERSAL PROTECTION SERVICES, LP
DBA ALLIED UNIVERSAL SECURITY SERVICES AND NUMBER 78469 WITH
SECURITAS SECURITY SERVICES, USA, INC. FOR ARMED
AND UNARMED SECURITY GUARD SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval of Sole Source Amendments (Amendments) to Proposition A contracts (Contracts) Number 78467 with Universal Protection Services, LP DBA Allied Universal Security Services (Allied) and Number 78469 with Securitas Security Services, USA, Inc. (Securitas), which will extend the term of the Contracts for a 12-month extension period. The Amendments will maintain uninterrupted armed and unarmed security guard services (Guard Services) for County departments to provide secure facilities for their public locations while the Department completes a competitive solicitation for a successor contract or contracts. The delivery of Guard Services will continue to be cost-effective during the extension term.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute Amendments, substantially similar to the attached Amendments to extend the term of the Contracts for a 12-month extension period from January 1, 2024, through December 31, 2024,

to increase current Securitas Maximum Annual Contract Sum by \$4.3 million due to Contract growth, and to increase the Maximum Contract Sums for the Contracts to \$239,350,581.96 for Allied, and to \$300,839,786.38 for Securitas.

2. Delegate authority to the Sheriff, or his designee, to terminate the Contracts for convenience, either in whole or in part, if necessary, with a 30-calendar-day written notice once the Department has completed the solicitation process for a replacement contract or contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the Department to continue providing approximately 689 armed and unarmed security guards and security guard supervisors to 180 County facilities distributed within the Central Zone, South Zone, and North Zone geographical units of the Department's County Services Bureau. Securitas provides services in the Central and South Zones and Allied provides services in the North Zone.

On January 5, 2016, the Board approved and authorized the Contracts for Guard Services with Allied and Securitas with an initial term from February 1, 2016, through January 31, 2019, plus three additional one-year extension options, with a final expiration date of January 31, 2022.

On December 21, 2021, appearing on the Board agenda as Item #25, the Department sought Board approval to extend the Contracts with Allied and Securitas for a period of five months, from February 1, 2022, through June 30, 2022, with an option period of up to six additional months. Per a motion by Supervisor Janice Hahn, the Board adopted the five-month extension period, but removed the six-month option period, pending the outcome of the December 7, 2021, Board Motion by Supervisors Hilda L. Solis and Janice Hahn regarding: Health Care for Contracted Employees.

On March 10, 2022, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for sole source amendments to extend the Contracts for a period of one year, plus an option for up to six-months in any increment to prevent disruption of Guard Services, while the Department completes its solicitation for a successor contract.

On June 14, 2022, the Board delegated authority to the Sheriff, or his designee, to execute Amendment Number Eight to the Contracts to extend the term of the Contracts for one-year, from July 1, 2022, through June 30, 2023, plus an option to extend for up to six additional months. On June 20, 2023, through delegated authority, the

Department executed Amendment Number Ten to extend the term of the Contracts for six months, from July 1, 2023, through December 31, 2023. The Contracts will expire on December 31, 2023.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by enabling the Department to provide Guard Services for client departments and the communities they serve by hiring qualified contracted armed and unarmed security guards and security guard supervisors.

FISCAL IMPACT/FINANCING

This is a zero net County cost program. All Guard Services expenses are fully reimbursable to the Department by billings to the following client departments: Aging and Disabilities, Agricultural Commissioner/Weights and Measures, Assessor, Auditor-Controller, Chief Executive Office, Child Support Services, Children and Family Services, District Attorney, Economic Opportunity, Internal Services, Library, Mental Health, Military and Veterans Affairs, Probation, Public Defender, Public Health, Public Works, Regional Planning, Registrar-Recorder/County Clerk, Superior Court and County Clerk, and Treasurer and Tax Collector.

The hourly rate increases for the Amendment term are provided in attached Exhibit B, Pricing Schedule. The cost for providing Guard Services during the Amendment term is estimated to be \$32 million for Allied and \$43 million for Securitas, includes the \$4.3 million for the current period through December 31, 2023. The estimates are based upon the service levels currently requested by the client departments.

The client departments have provided documentation that sufficient funds have been budgeted to maintain their requested level of Guard Services for the Amendment term. The Department will provide the necessary revenue-offset appropriation during the scheduled budget process to finance the Guard Services during the Amendment term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 5, 2016, the Board approved and authorized the Contracts for Guard Services with Allied and Securitas with an initial term from February 1, 2016, through

January 31, 2019, plus three additional one-year extension options, with a final expiration date of January 31, 2022.

The Contracts were amended on ten occasions to reflect the exercise of the option terms, add and/or update new County-mandated provisions, update the living wage requirements, and to remove references to the Department of Health Services and the Department of Public Social Services. Additionally, the Contract with Allied (originally AlliedBarton) was amended to memorialize the Contractor's name change.

Allied and Securitas will continue to be responsible for providing Guard Services on an ongoing basis.

Allied and Securitas are compliant with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, and the Living Wage Program (County Code Chapter 2.201) requirements.

The Contracts, including the proposed Amendments, continue to meet Proposition A cost effectiveness criteria.

County Counsel will approve the Amendments as to form prior to execution.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will allow the Department to efficiently provide uninterrupted Guard Services to client departments to ensure the continued security of their customers.

CONCLUSION

Upon Board approval, please return two adopted copies of the Board letter to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:AV:av
(Fiscal Administration Bureau Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Holly A. Francisco, Assistant Sheriff, Countywide Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Jason P. Wolak, Chief, Countywide Services Division (CWSD)
Glen Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Valerie E. Silgero, Commander, CWSD
Johann W. Thrall, Commander, CWSD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Director, Financial Programs Bureau
Angela M. Gonzalez, Captain, County Services Bureau (CSB)
Angelo Faiella, Assistant Director, FAB, Contracts Unit (CU)
Rene A. Garcia, Lieutenant, ASD
Erica M. Nunes, Sergeant, ASD
Abby Valdez, Administrative Services Manager (ASM) III, FAB, CU
Kristine D. Corrales, Deputy, ASD
Jovie Hough, ASM II, CSB
Cyndi Lopez, ASM II, FAB, CU
Karen Lieu, ASM I, FAB, CU
(Contracts - Allied & Securitas Security Guard Services 11-21-23)

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

This Amendment Number Eleven (Amendment) to Contract Number 78467 (Contract) is entered into by and between County of Los Angeles (County) and Universal Protection Services, LP dba Allied Universal Security Services (Contractor) (formerly AlliedBarton Security Services, LP), effective upon execution by both parties.

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on February 22, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) memorialize the merger of the parent companies of AlliedBarton Security Services, LP and Universal Services of America, and the corporate name change of the California operating entity from AlliedBarton Security Services, LP to Universal Protection Service, LP dba Allied Universal Security Services; (2) replace Sub-paragraph 4.1 to clarify the Contract commencement date; (3) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process; (4) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking; (5) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance; (6) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process; (7) replace Exhibit B (Pricing Schedule) to reflect costs associated with compliance with the updated County's Living Wage Ordinance, and (8) update the County Living Wage Ordinance exhibits; and
- C. WHEREAS, on January 23, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019, through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and
- D. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and Contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DHS information; (4)

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and

- E. WHEREAS, on January 10, 2020, County and Contractor entered into Amendment Number Four to (1) exercise the second one-year option period and extend the term of the Contract from February 1, 2020, through and including January 31, 2021; and (2) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- F. WHEREAS, on November 18, 2020, County and Contractor entered into Amendment Number Five to (1) exercise the third and final one-year option period and extend the term of the Contract from February 1, 2021, through and including January 31, 2022; (2) add County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- G. WHEREAS, on November 10, 2021, County and Contractor entered into Amendment Number Six to (1) cease all services provided to DPSS under this Contract and remove all references herein to services specific to DPSS, including applicable locations/addresses, staffing levels/plans, and Contract language throughout the Contract and relevant exhibits; (2) update the County-mandated provision regarding Facsimile Representations; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DPSS information; and (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DPSS staffing levels/plans; and
- H. WHEREAS, on January 27, 2022, County and Contractor entered into Amendment Number Seven to (1) extend the term of the Contract for five months, from February 1, 2022, through and including June 30, 2022; (2) add County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2022, of the Contract; and
- I. WHEREAS, on June 23, 2022, County and Contractor entered into Amendment Number Eight to (1) extend the term of the Contract for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to six additional months, in any increment; (2) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees Regarding the Safely Surrender Baby Law, Compliance with Fair Chance Employment Practices and Employee Retention

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

Rights; (3) update Exhibit B (Pricing Schedule) to add the Maximum Annual Contract Sums for the extension period; and (4) update Exhibit G4 - COVID-19 Certification of Compliance to provide clarification for Contractor Personnel; and

- J. WHEREAS, on January 27, 2023, County and Contractor entered into Amendment Number Nine to update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract, effective January 1, 2023; and
- K. WHEREAS, on June 20, 2023, County and Contractor entered into Amendment Number Ten to (1) exercise the six-month option and extend the term of the Contract from July 1, 2023, through and including December 31, 2023; (2) delete County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) delete Exhibit G4 (COVID-19 Vaccination Certification of Compliance); and
- L. WHEREAS, the Contract currently expires on December 31, 2023; and
- M. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for 12 months, from January 1, 2024, through and including December 31, 2024; (2) to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update Exhibit B (Pricing Schedule) to reflect extension rates; and (4) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2024.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for 12 months, from January 1, 2024, through and including December 31, 2024:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on December 31, 2024, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an extension option.

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

4.3 If applicable, the Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E (County's Administration).

2. Paragraph 5.0 (Contract Sum) sub-paragraph 5.1 only, of the Contract is amended as follows to update Maximum Annual Contract Sums actual expenditures and to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period:

<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
\$26,939,638.29	\$31,916,334.01	\$35,250,006.40
<u>First Option</u>	<u>Second Option</u>	<u>Third Option</u>
\$26,005,114.01	\$20,255,917.15	\$18,813,108.11
<u>5 Month Ext. Option (2/1/22-6/30/22)</u>		
\$8,263,173.67		
<u>One Year Extension (7/1/22-6/30/23)</u>		
\$25,905,369.63		
<u>6 Month Ext. Option (7/1/23-12/31/23)</u>		
\$14,165,233.65		
<u>12 Month Extension (1/1/24-12/31/24)</u>		
\$31,836,687.04		

The Maximum Contract Sum shall be \$239,350,581.96.

3. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period.
4. Exhibit K (Living Wage Rate Annual Adjustments) of the Contract is deleted in its entirety and replaced with the revised Exhibit K (Living Wage Rate Annual Adjustment), attached hereto, to provide Contractor with the updated County Living Wage Ordinance hourly rates, effective January 1, 2024.
5. Except as expressly provided in this Amendment Number Eleven, all other terms,

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

covenants, and conditions of the Contract shall remain the same and in full force and effect.

6. Contractor represents and warrants that the person executing this Amendment Number Eleven for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

DRAFT

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Eleven to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

UNIVERSAL PROTECTION SERVICES, LP dba
ALLIED UNIVERSAL SECURITY SERVICES

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
NORTH ZONE - SPAS ONE, TWO, AND FOUR**

NORTH ZONE - SPAS ONE, TWO, AND FOUR												
GUARD ITEM	HOURS REQUIRED		NORTH ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22-6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		NORTH ZONE (2/1/22 - 12/31/24)
	MONTHLY	ANNUAL		RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	
UNARMED	48,979	587,748	\$ 92,770,144.32									
Effective 2/1/22 - 6/30/22	11,248	56,240		\$ 30.46	1,713,070.40							\$ 1,713,070.40
Effective 7/1/22 - 6/30/23	8,809	105,703				\$ 37.32	3,944,826.63					\$ 3,944,826.63
Effective 7/1/23 - 12/31/23	8,809	52,851						\$ 39.10	2,066,488.76			\$ 2,066,488.76
Effective 1/1/24 - 12/31/24	8,460	101,520								\$ 40.27	\$4,088,210.40	\$4,088,210.40
ARMED	41,392	496,704	\$ 85,055,592.96									
Effective 2/1/22 - 6/30/22	33,668	168,340		\$ 34.97	5,886,849.80							\$ 5,886,849.80
Effective 7/1/22 - 6/30/23	33,692	404,302				\$ 43.71	17,672,019.00					\$ 17,672,019.00
Effective 7/1/23 - 12/31/23	33,692	202,151						\$ 45.39	9,175,622.77			\$ 9,175,622.77
Effective 1/1/24 - 12/31/24	34,973	419,676								\$ 48.11	\$20,190,612.36	\$20,190,612.36
SUPERVISOR	9,024	108,288	\$ 20,104,750.08									
Effective 2/1/22 - 6/30/22	6,984	34,920		\$ 36.67	1,280,516.40							\$ 1,280,516.40
Effective 7/1/22 - 6/30/23	7,224	86,684				\$ 44.35	3,844,454.47					\$ 3,844,454.47
Effective 7/1/23 - 12/31/23	7,224	43,342						\$ 45.99	1,993,308.47			\$ 1,993,308.47
Effective 1/1/24 - 12/31/24	7,972	95,664								\$ 48.75	\$4,663,620.00	\$4,663,620.00
POST COMMANDER	174	2,088	\$ 488,174.40			N/A		N/A		N/A		
Projected Totals	302,322	2,966,221	\$ 198,418,661.76		\$ 8,880,436.60		\$ 25,461,300.10		\$ 13,235,420.00		\$ 28,942,442.76	
Projected Totals W/10%					\$ 9,768,480.26		\$ 28,007,430.11		\$ 14,558,962.00		\$ 31,836,687.04	
Actual Expenditure Totals			\$ 159,180,117.97		\$ 8,263,173.67		\$ 25,905,369.63		\$ 14,165,233.65		\$ 31,836,687.04	\$ 239,350,581.96
											Total Contract Cost (2/1/16 - 12/31/24)	\$239,350,581.96

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY) NORTH ZONE - SPAS ONE, TWO, AND FOUR												
GUARD ITEM	HOURS REQUIRED		NORTH ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22-6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		NORTH ZONE (2/1/22 - 12/31/24)
	MONTHLY	ANNUAL		RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	
UNARMED	0	0		\$ 45.69		\$ 55.98		\$ 58.65		\$ 60.41		
ARMED	0	0		\$ 52.46		\$ 65.57		\$ 68.09		\$ 72.17		
SUPERVISOR	0	0		\$ 55.01		\$ 66.53		\$ 68.99		\$ 73.13		
POST COMMANDER N/A	0	0		N/A		N/A		N/A		N/A		

Amended and Restated under Amendment Number Eleven**Living Wage Rate Annual Adjustments**

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	CPI

Effective January 1, 2024, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

This Amendment Number Eleven (Amendment) to Contract Number 78469 (Contract) is entered into by and between the County of Los Angeles (County) and Securitas Security Services, USA, Inc. (Contractor), effective upon execution by both parties.

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on February 13, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) to replace Sub-paragraph 4.1 to clarify the Contract commencement date, (2) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process, (3) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking, (4) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance, (5) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process, (6) replace Exhibit B (Pricing Schedule) to reflect costs associated with the updated County's Living Wage Ordinance, and (7) update the County's Living Wage Ordinance exhibits; and
- C. WHEREAS, on January 8, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019, through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and
- D. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DHS information; (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

- E. WHEREAS, on January 10, 2020, County and Contractor entered into Amendment Number Four to (1) exercise the second one-year option period and extend the term of the Contract from February 1, 2020, through and including January 31, 2021; and (2) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- F. WHEREAS, on November 18, 2020, County and Contractor entered into Amendment Number Five to (1) exercise the third and final one-year option period and extend the term of the Contract from February 1, 2021, through and including January 31, 2022; (2) add County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- G. WHEREAS, on November 10, 2021, County and Contractor entered into Amendment Number Six to (1) cease all services provided to DPSS under this Contract and remove all references herein to services specific to DPSS, including applicable locations/addresses, staffing levels/plans, and Contract language throughout the Contract and relevant exhibits; (2) update the County-mandated provision regarding Facsimile Representations; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DPSS information; and (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DPSS staffing levels/plans; and
- H. WHEREAS, on January 24, 2022, County and Contractor entered into Amendment Number Seven to (1) extend the term of the Contract for five months, from February 1, 2022, through and including June 30, 2022; (2) add County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2022, of the Contract; and
- I. WHEREAS, on June 23, 2022, County and Contractor entered into Amendment Number Eight to (1) extend the term of the Contract for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to six additional months, in any increment; (2) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees Regarding the Safely Surrender Baby Law, Compliance with Fair Chance Employment Practices and Employee Retention Rights; (3) update Exhibit B (Pricing Schedule) to add the Maximum Annual Contract Sums for the extension period; and (4) update Exhibit G4 - COVID-19 Certification of Compliance to provide clarification for Contractor Personnel; and

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

- J. WHEREAS, on January 11, 2023, County and Contractor entered into Amendment Number Nine to update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract, effective January 1, 2023; and
- K. WHEREAS, on June 20, 2023, County and Contractor entered into Amendment Number Ten to (1) exercise the six-month option and extend the term of the Contract from July 1, 2023, through and including December 31, 2023; (2) delete County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) delete Exhibit G4 (COVID-19 Vaccination Certification of Compliance); and
- L. WHEREAS, the Contract currently expires on December 31, 2023; and
- M. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for 12 months from January 1, 2024, through and including December 31, 2024; (2) update the current Maximum Annual Contract Sum, to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update Exhibit B (Pricing Schedule) to reflect extension rates; and (4) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2024.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Contract as follows:

1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for 12 months, from January 1, 2024, through and including December 31, 2024:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on December 31, 2024, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an extension option.
- 4.3 If applicable, the Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E (County's Administration).

2. Paragraph 5.0 (Contract Sum) sub-paragraph 5.1 only, of the Contract is amended as follows to update Maximum Annual Contract Sums actual expenditures and to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period:

<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
\$28,672,002.47	\$38,773,624.95	\$40,761,954.62

<u>First Option</u>	<u>Second Option</u>	<u>Third Option</u>
\$34,723,743.28	\$29,006,270.27	\$27,004,186.88

5 Month Ext. Option (2/1/22-6/30/22)
\$12,168,691.64

One Year Extension (7/1/22-6/30/23)
\$32,743,183.59

6 Month Ext. Option (7/1/23-12/31/23)
\$18,404,732.95

12 Months Extension (1/1/24-12/31/24)
\$38,581,395.73

The Maximum Contract Sum shall be \$300,839,786.38.

3. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period.
4. Exhibit K (Living Wage Rate Annual Adjustments) of the Contract is deleted in its entirety and replaced with the revised Exhibit K (Living Wage Rate Annual Adjustment), attached hereto, to provide Contractor with the updated County Living Wage Ordinance hourly rates, effective January 1, 2024.
5. Except as expressly provided in this Amendment Number Eleven, all other terms, covenants, and conditions of the Contract shall remain the same and in full force and effect.

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

6. Contractor represents and warrants that the person executing this Amendment Number Eleven for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

DRAFT

**AMENDMENT NUMBER ELEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Eleven to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

SECURITAS SECURITY SERVICES, USA, INC.

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Approval on File _____
Michele Jackson
Principal Deputy County Counsel

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
CENTRAL ZONE - SPAS THREE AND FIVE**

CENTRAL ZONE - SPA THREE AND FIVE												
GUARD ITEM	HOURS REQUIRED		CENTRAL ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		CENTRAL ZONE (2/1/22 - 12/31/24)
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	CONTRACT TOTAL
UNARMED	4,955	59,460	\$ 11,199,885.60									
Effective 2/1/22 - 6/30/22	2,780	13,900	\$ 34,392,012.24	\$ 38.11	\$ 529,729.00							\$ 529,729.00
Effective 7/1/22 - 6/30/23	3,564	42,766				\$ 39.44	\$ 1,686,697.74					\$ 1,686,697.74
Effective 7/1/23 - 12/31/23	3,564	21,383						\$ 40.82	\$ 872,857.53			\$ 872,857.53
Effective 1/1/24 - 12/31/24	4,041	48,492								\$ 42.87	\$ 2,078,852.04	\$ 2,078,852.04
ARMED	14,389	172,668	\$ 34,392,012.24									
Effective 2/1/22 - 6/30/22	7,984	39,920	\$ 5,039,062.08	\$ 40.19	\$ 1,604,384.80							\$ 1,604,384.80
Effective 7/1/22 - 6/30/23	9,347	112,169				\$ 41.60	\$ 4,666,220.42					\$ 4,666,220.42
Effective 7/1/23 - 12/31/23	9,347	56,084						\$ 43.05	\$ 2,414,432.56			\$ 2,414,432.56
Effective 1/1/24 - 12/31/24	8,825	105,900								\$ 45.21	\$ 4,787,739.00	\$ 4,787,739.00
SUPERVISOR	2,029	24,348	\$ 5,039,062.08									
Effective 2/1/22 - 6/30/22	1,416	7,080		\$ 41.69	\$ 295,165.20							\$ 295,165.20
Effective 7/1/22 - 6/30/23	1,322	15,860				\$ 43.15	\$ 684,359.00					\$ 684,359.00
Effective 7/1/23 - 12/31/23	1,322	7,930						\$ 44.66	\$ 354,153.80			\$ 354,153.80
Effective 1/1/24 - 12/31/24	3,960	47,520								\$ 46.89	\$ 2,228,212.80	\$ 2,228,212.80
Projected Totals	78,845	775,480	\$ 50,630,959.92		\$ 2,429,279.00		\$ 7,037,277.16		\$ 3,641,443.89		\$ 9,094,803.84	
Projected Totals W/10%					\$ 2,672,206.90		\$ 7,741,004.88		\$ 4,005,588.28		\$ 10,004,284.22	
Actual Expenditure Totals			\$ 50,880,566.87		\$ 3,217,836.06		\$ 8,724,820.62		\$ 4,769,413.07		\$ 10,004,284.22	\$ 77,596,920.84
										Total Contract Cost (2/1/16 - 12/31/24)		\$ 77,596,920.84

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY) CENTRAL ZONE - SPAS THREE AND FIVE												
GUARD ITEM	HOURS REQUIRED		CENTRAL ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		CENTRAL ZONE (2/1/22 - 12/31/24)
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	CONTRACT TOTAL
UNARMED				\$ 57.17		\$ 59.16		\$ 61.23		\$ 64.31		
ARMED				\$ 60.29		\$ 62.40		\$ 64.58		\$ 67.82		
SUPERVISOR				\$ 62.54		\$ 64.73		\$ 66.99		\$ 70.34		
POST COMMANDER N/A				N/A		N/A		N/A		N/A		

[Amended and Restated Under Amendment Number 11]

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT**

SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT												
GUARD ITEM	HOURS REQUIRED		SOUTH ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		SOUTH ZONE (2/1/22 - 12/31/24)
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	CONTRACT TOTAL
UNARMED	31,325	375,900	\$ 69,203,190.00									
Effective 2/1/22 - 6/30/22	5,920	29,600		\$ 38.11	\$ 1,128,056.00							\$ 1,128,056.00
Effective 7/1/22 - 6/30/23	8,025	96,296				\$ 39.44	\$ 3,797,894.52					\$ 3,797,894.52
Effective 7/1/23 - 12/31/23	8,025	48,148						\$ 40.82	\$ 1,965,391.16			\$ 1,965,391.16
Effective 1/1/24 - 12/31/24	10,252	123,024								\$ 42.87	\$ 5,274,038.88	\$ 5,274,038.88
ARMED	36,151	433,812	\$ 84,450,182.04									
Effective 2/1/22 - 6/30/22	25,776	128,880		\$ 40.19	\$ 5,179,687.20							\$ 5,179,687.20
Effective 7/1/22 - 6/30/23	27,944	335,326				\$ 41.60	\$ 13,949,561.60					\$ 13,949,561.60
Effective 7/1/23 - 12/31/23	27,944	167,663						\$ 43.05	\$ 7,217,892.15			\$ 7,217,892.15
Effective 1/1/24 - 12/31/24	30,691	368,292								\$ 45.21	\$ 16,650,481.32	\$ 16,650,481.32
SUPERVISOR	8,204	98,448	\$ 19,975,099.20									
Effective 2/1/22 - 6/30/22	3,844	19,220		\$ 41.69	\$ 801,281.80							\$ 801,281.80
Effective 7/1/22 - 6/30/23	6,592	79,107				\$ 43.15	\$ 3,413,462.74					\$ 3,413,462.74
Effective 7/1/23 - 12/31/23	6,592	39,553						\$ 44.66	\$ 1,766,457.08			\$ 1,766,457.08
Effective 1/1/24 - 12/31/24	7,206	86,472								\$ 46.89	\$ 4,054,672.08	\$ 4,054,672.08
POST COMMANDER	521	6,252	\$ 1,488,476.16			N/A		N/A		N/A		
Projected Totals	245,011	2,435,993	\$ 175,116,947.40		\$ 7,109,025.00		\$ 21,160,918.86		\$ 10,949,740.38		\$ 25,979,192.28	
Projected Totals W/10%					\$ 7,819,927.50		\$ 23,277,010.74		\$ 12,044,714.42		\$ 28,577,111.51	
Actual Expenditure Totals			\$ 148,061,215.60		\$8,950,855.58		\$24,018,362.97		\$13,635,319.88		\$ 28,577,111.51	\$ 223,242,865.54
											Total Contract Cost (2/1/16 - 12/31/24)	\$ 223,242,865.54

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY) SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT												
GUARD ITEM	HOURS REQUIRED		SOUTH ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		SOUTH ZONE (2/1/22 - 12/31/24)
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	CONTRACT TOTAL
UNARMED				\$ 57.17		\$ 59.16		\$ 61.23		\$ 64.31		
ARMED				\$ 60.29		\$ 62.40		\$ 64.58		\$ 67.82		
SUPERVISOR				\$ 62.54		\$ 64.73		\$ 66.99		\$ 70.34		
POST COMMANDER N/A				N/A		N/A		N/A		N/A		

Amended and Restated under Amendment Number Eleven**Living Wage Rate Annual Adjustments**

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	CPI

Effective January 1, 2024, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

November 21, 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 ANNUAL EQUITABLE SHARING AGREEMENT
AND CERTIFICATION FOR FEDERALLY FORFEITED PROPERTY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

In order to comply with federal guidelines for the sharing of federally forfeited property, the Sheriff of Los Angeles County (County) must execute an annual Equitable Sharing Agreement and Certification (Agreement and Certification) as a prerequisite to the distribution of equitably shared funds and property. The Agreement and Certification must be signed by both the Sheriff and the Chair of the Board.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Chair to sign the attached Agreement and Certification for equitable sharing of federally forfeited property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Law enforcement agencies participating in federal task forces and the governing body of the agencies are required to annually submit an Agreement and Certification as a prerequisite to receive asset forfeiture revenues equitably shared by the Federal Government and the participating task force agencies.

Federally shared asset forfeiture revenues received as a result of the Los Angeles County Sheriff's Department's (Department) law enforcement actions are deposited in the Department's Narcotics Enforcement Special Fund. This fund supports a variety of law enforcement programs.

Implementation of Strategic Plan and Goals

This request is consistent with the County's Strategic Plan Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by seeking and obtain funding from sources other than the County to provide enhanced services to the citizens of the County.

FISCAL IMPACT/FINANCING

Anticipated asset forfeiture revenues are included in the Fiscal Year 2023-24 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Federal regulations require participants in the Federal Equitable Sharing Program to have the Chair of their governing body sign the attached Agreement and Certification.

County Counsel has reviewed and approved the Agreement and Certification as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will allow the uninterrupted receipt of revenue anticipated in the adopted budget. No other County departments are impacted by this request.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and an original executed copy of the Agreement to the Department's Administrative Services Division.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:JT:CM:dec
(Financial Programs Bureau-Special Funds Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Director, Financial Programs Bureau
Rene A. Garcia, Lieutenant, ASD
Erica M. Nunes, Sergeant, ASD
Jian Li, Accounting Officer III, FPB, Special Fund Accounting
Kristine D. Corrales, Deputy, ASD
(Financial Programs - Federal Annual Sharing Agreement and Certification 11-21-23)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	Click or tap to enter a date.		
BOARD MEETING DATE	Click or tap to enter a date.		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	SHERIFF'S DEPARTMENT		
SUBJECT	APPROVAL OF AN ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERALLY FORFEITED ASSETS		
PROGRAM	FEDERAL EQUITABLE SHARING PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	\$		
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Execute an agreement and certification to comply with federal regulations for receiving an equitable share of federally forfeited assets.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The County and the Sheriff's Department are required co-sign an annual agreement and certification as a condition for the Sheriff's Department to receive a proportional share of any assets made available through the federal asset forfeiture program.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: David E. Culver Director, Financial Programs Bureau Tel: 213-229-3260 Email: deculver@lasd.org		



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: CA0190036
Agency Name: Los Angeles County Sheriff Department
Mailing Address: 211 W. Temple Street, 6th Floor
Los Angeles, CA 90012

Type: Sheriff's Office

Agency Finance Contact

Name: Li, Jian

Phone: 213-229-1823

Email: j2li@lasd.org

Jurisdiction Finance Contact

Name: Martinez, Richard F

Phone: (213) 229-3291

Email: rf2marti@lasd.org

ESAC Preparer

Name: Bui, Van B.

Phone: (213) 229-1826

Email: vbbui@lasd.org

FY End Date: 06/30/2023

Agency FY 2024 Budget: \$3,782,177,000.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$5,465,450.51	\$1,737,445.79
2	Equitable Sharing Funds Received	\$1,021,876.27	\$153,301.97
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$606.00	\$0.00
5	Interest Income	\$168,226.15	\$17,810.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$1,190,708.42	\$171,111.97
7	Equitable Sharing Funds Spent (total of lines a - n)	\$2,076,942.68	\$115,114.49
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$4,579,216.25	\$1,793,443.27

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USFIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$1,949,488.19	\$64,928.78
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$127,454.49	\$50,185.71
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$2,076,942.68	\$115,114.49

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	\$606.00	

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Linda Hurley, Partner**Company:** Macias, Gini and O'Connell**Phone:** 949-296-4340**Email:** lhurley@mgocpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 980512

DRAFT

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Luna, Robert G.
Title: Sheriff
Email: rluna@lasd.org

Signature: R. Luna Date: 08/11/2023

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Hahn, Janice
Title: Chair, Board of Supervisors
Email: FourthDistrict@bos.lacounty.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

November 21, 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 SOLE SOURCE AMENDMENT NUMBER THIRTEEN TO AGREEMENT
NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM AND SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This is a joint recommendation by the Sheriff and the Chief Probation Officer. The Los Angeles County (County) Sheriff's Department (Department) and the County Probation Department (Probation) are seeking the Board's approval of Sole Source Amendment Number Thirteen (Amendment) to Agreement Number 77655 (Agreement) with Public Communications Services, Inc. (PCS) to extend the Agreement for one year, from May 1, 2024, through April 30, 2025, plus a 12-month option period, in any increment.

This Amendment will modify the Agreement to provide free phone calls for people who are incarcerated in all County jails no later than December 1, 2023, in accordance with the July 25, 2023, Board-adopted motion "Los Angeles County to Provide Free Phone Calls and Robust Programming in the County Jails (Agenda Item 2, July 25, 2023)."

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute an Amendment, substantially similar to the attached Amendment, to (1) eliminate inmate telephone billing rates and establish a fixed rate-per-minute tiered approach based upon total monthly call volumes, and establish a Maximum Contract Sum of \$30,324,000, for

the period of December 1, 2023, through April 30, 2026, billable to the County and (2) extend the Agreement for one year from May 1, 2024, through April 30, 2025, plus a 12-month option period, exercisable in any increment, through April 30, 2026.

2. Delegate authority to the Sheriff, or his designee, to execute an amendment to the Agreement to exercise the additional 12-month option period, in any increment, provided it is the best interest of the County.
3. Delegate authority to the Sheriff, or his designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice to PCS, once the Department has restructured the competitive solicitation and executed a successor contract to accommodate a County-pay model.
4. Delegate authority to the Sheriff, or his designee, to execute a future amendment to the Agreement to modify all necessary non-material provisions of the Agreement to accommodate free phone calls in the County jails.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement will expire on April 30, 2024. On September 27, 2023, in accordance with Board Policy 5.100, the Department provided the Board with an advance notification of its intent to enter into a sole-source amendment to extend the Agreement for a period of one year, plus a 12-month option period, to ensure uninterrupted telephone services for incarcerated adults and juveniles within the Department and Probation facilities. Additionally, the recommended actions will allow the Department and Probation to align the County's Agreement with the July 25, 2023, Board-adopted motion, which among other things, provides free phone calls to incarcerated adults and juveniles in the Department and Probation facilities.

Background

On September 20, 2011, the Board approved the Agreement for the provision of an Inmate Telephone System (ITS) and services to the Department and Probation, with an initial term of November 1, 2011, through October 31, 2016. Under the Agreement, the County had the option to extend the term of the Agreement for up to three one-year periods, plus one six-month period, through April 30, 2020.

On September 26, 2013, the Federal Communications Commission (FCC) released "Report and Order and Further Notice of Proposed Rulemaking" (FCC 13-113), which

among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers.

On December 2, 2013, the County and PCS entered into Amendment Number One to the Agreement, which among other things, deleted and replaced Exhibit B (Statement of Work), of the Agreement to change the delivery method for pre-paid call services from a tangible pre-paid phone card to a cardless debit phone account administered by PCS.

On February 4, 2014, the County and PCS entered into Amendment Number Two to the Agreement, which (1) reduced the maximum dollar amount to \$60 from \$125 for collect calls placed to any single destination phone number during any continuous 30-day period, and (2) directed PCS to implement, not later than 30 calendar days from the effective date of the Amendment, the recording of all telephone calls made from any and all phones within the Department facilities, except those made to an attorney or public defender telephone number, and calls initiated by pro-per inmates.

On February 10, 2014, the County and PCS entered into Amendment Number Three to the Agreement, which reduced the inmate telephone billing rate for domestic calls – interstate calls, effective February 11, 2014.

On November 5, 2015, the FCC released “Second Report and Order and Third Further Notice of Proposed Rulemaking” (FCC 15-136), which among other things, established rate caps on interstate and intrastate calls and eliminated, restricted, and/or further defined the fees, which may be charged by inmate telephone providers.

On March 7, 2016, the United States Court of Appeals, District of Columbia Circuit (D.C. Court) issued an order stating the implementation of rate caps on the calling rates set forth in 47 Code of Federal Regulations (CFR) Section 64.6010, and caps on fees for single-call services set forth in 47 CFR Section 64.6020(b)(2), pending judicial review of the legality of those caps established pursuant to FCC 15-136.

On March 23, 2016, the D.C. Court issued another order stating the implementation of the interim rate caps set forth in 47 CFR Section 64.6030, only as they apply to the provision of intrastate calling services. All other provisions, rules, and regulations set forth in FCC 15-136 remained effective, and were to be implemented, by jail facilities by June 20, 2016.

On June 14, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Four to the Agreement that (1) modified the inmate telephone billing rates and implemented new FCC-authorized ancillary services charges consistent with

FCC 15-136, (2) deleted the convenience and single-bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the advance pay one call services, and (4) formally memorialized the addition of customer kiosks at the Department's custody facilities. The Board however did not delegate authority to the Sheriff to exercise the first one-year option term. The Board also requested that the Sheriff, in consultation with the Chief Executive Officer, Interim Chief Probation Officer, and the Office of Diversion and Reentry, report back to the Board in writing by September 30, 2016, with a written detailed analysis of the impact of the contract amendments on the cost and use of inmate phones, as well as recommendations regarding terms that should be included in a Request for Proposal (RFP) that would increase contact between inmates and their families, minimize recidivism, and otherwise have a positive impact on distressed communities.

On October 4, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Five to the Agreement that allowed the Department to exercise the first one-year option term and extend the term of the Agreement from November 1, 2016, through October 31, 2017. The Board letter provided the Department's analysis and findings and proposed recommendations in response to the Board's June 14, 2016, action.

On November 23, 2016, the County and PCS entered into Amendment Number Six to the Agreement that amended Exhibit N (Kiosk Locations) to relocate kiosk machines within the Department facilities.

On December 19, 2016, the Department released a Request for Information (RFI) to seek information from vendors who could provide an ITS. The RFI sought information from vendors about new technology features that allowed the use of electronic tablets, increased video visitation, video grams, inmate voicemail, and e-mail. The Department received six responses; five of the six vendors accepted the Department's invitation to participate in a non-competitive presentation of their products related to the subject of the RFI.

On June 13, 2017, the D.C. Court ruled on the legality of FCC 15-136. The order was upheld in part and vacated in part, and certain issues were remanded to the FCC for further proceeding. The ruling had no immediate impact on the Agreement. There were no permanent calling rate caps or ancillary fee caps in effect that would have required modifications to the Agreement at that time.

On October 10, 2017, the Board delegated authority to the Sheriff to execute Amendment Number Seven to the Agreement to exercise the second one-year option term from November 1, 2017, through October 31, 2018, and updated/added County-mandated provisions.

During 2018, Department representatives toured jails in various states and counties to observe the use of electronic tablets issued to inmates and to interview the jail administrators about the advantages and any problems experienced from issuing the tablets. Based upon the balance of positive reviews, the Department decided to combine inmate telephone and electronic tablet services into one solicitation and engaged in gathering information to pursue this process. Tablet technology was relatively new and evolving so the Department was exploring the services of a consulting firm to analyze its impact on infrastructure and operations and advise how to move forward with implementing this program.

On October 2, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Eight to the Agreement to exercise the third one-year option term from November 1, 2018, through October 31, 2019, and updated/added County-mandated provisions.

On January 24, 2019, the Department decided to remove the electronic tablets from the inmate phone services solicitation and forego consulting services due to the uncertainty about the future condition and existence of the jail infrastructure. On August 13, 2019, the contract for the Men's Central Jail replacement project was canceled. In consideration of this decision, the Department resumed exploring enhanced inmate communication platforms.

On October 1, 2019, the Board delegated authority to the Sheriff to execute Amendment Number Nine to the Agreement that extended the term of the Agreement through October 31, 2021, a total period of two years that included the final six-month option period and added new County-mandated provisions.

The work environment of 2020 included new challenges, delays, and uncertainties introduced by the COVID-19 pandemic and by California Senate Bill 555, which addressed jail communication, information, and commissary services contracts. Within this environment and based upon the information available, the Department and Probation continued to develop the RFP for a successor contract that would include an enhanced inmate communications platform.

On May 12, 2021, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into a sole source amendment to

extend the Agreement for a period of one year, plus a six-month option period, to ensure uninterrupted services. On May 13, 2021, the Department was directed by the Board to change the term to a period of six months, plus a six-month option period. This action resulted in moving the date of the advance notification to May 19, 2021.

On May 18, 2021, the Board adopted a motion, "Removing Financial Burdens for Families: Providing Free Phone Calls and Eliminating Profits and Mark-Ups on Commissary Items in the LA County Jails and Juvenile Camps and Halls" (Agenda Item 13, May 18, 2021). The motion required the Department, the Office of Inspector General, Internal Services Department, and the Chief Executive Office (CEO) among others to submit a report back to the Board prior to the Department issuing an RFP for a replacement contract.

On July 28, 2021, the FCC released a "Report and Order and Notice of Proposed Rulemaking" (FCC 21-60) Final Rule which, among other things, lowered the interim interstate rate cap to \$0.12 for prisons and \$0.14 for jails with an average daily population of 1,000 or more incarcerated persons, effective October 26, 2021.

On August 19, 2021, the California Public Utilities Commission (CPUC) released Decision 21-08-037, "Adopting Interim Rate Relief for Incarcerated Person's Calling Services, Rulemaking" (20-10-002), which among other things, imposed an interim per-minute cap of \$0.07 for intrastate debit, prepaid calls, and collect calls on all incarcerated persons calling services operating within California, effective October 7, 2021.

On October 5, 2021, the Board adopted a motion "Report Back on Accelerating Efforts to Ensure Free Phone Calls and At-Cost Commissary Items in Los Angeles County Jails and Probation Facilities" (Supplemental Agenda Item No. 4-E, October 5, 2021), which was a follow-up to the May 18, 2021, Board motion. This new motion contained several directives, one of which requested the Department, and directed the CEO, County Counsel, and Chief Probation Officer, to report back in 90 days on recommendations for contractual and/or solicitation next steps for short-term and long-term options to ensure free telephone calls for those in custody in County jails and Probation camps and halls. The alternatives recommended to the Board included a short-term option to amend the current contract to bill the County for all services provided with no other changes to infrastructure or service delivery, and long-term options to solicit a replacement contract that uses existing infrastructure and provides an option to replace and upgrade the infrastructure and equipment to provide enhanced services. That report was submitted to the Board on January 5, 2022.

On October 5, 2021, the Board delegated authority to the Sheriff to execute Amendment Number Ten to the Agreement that extended the Term of the Agreement through April 30, 2022, plus an additional six-month option period, exercisable in any increment, through October 31, 2022. Additionally, effective October 7, 2021, the amendment reduced the inmate telephone billing rates for all domestic calls to \$0.07 per minute and reduced or eliminated certain ancillary service charges in accordance with recent rule changes made by the CPUC and FCC. The amendment also eliminated the minimum annual guaranteed revenue share of \$15 million to the Department's Inmate Welfare Fund and \$59,000 to the Probation's Detentions Budget account, modified the County revenue sharing structure, and made permanent a weekly five-minute telephone call at no charge to incarcerated persons that was initiated during the COVID-19 pandemic. Probation had already implemented free telephone calls for incarcerated youth to accommodate reductions in family visitations during the COVID-19 pandemic. Probation has since then made permanent the practice of providing free telephone calls.

On March 31, 2022, the Department provided advance written notification to the Board that the Department and Probation intended to exercise the six-month option period to extend the Agreement through October 31, 2022, in accordance with the Board's direction from October 5, 2022. Amendment Number Eleven was executed by the parties on April 13, 2022.

In April 2022, the CEO informed the Department that funding has not been identified to provide free telephone calls to incarcerated persons in the County jails and advised the Department to continue developing an RFP for a revenue sharing contract, and if possible, structure the solicitation documents in a way to allow future program changes that shift the cost of calls to the County and eliminate revenue sharing.

On April 27, 2022, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into a sole source amendment to extend the Agreement for a period of one year from November 1, 2022, through October 31, 2023, plus a six-month option period through April 30, 2024, to ensure uninterrupted services while the Department finalized a solicitation for a replacement contract that includes nominal revenue sharing. On October 14, 2022, through delegated authority, the Department executed Amendment Number Twelve to extend the term of the Agreement for eighteen months, from November 1, 2022, through April 30, 2024.

On July 25, 2023, the Board adopted a motion, (Agenda Item 2) "Los Angeles County to Provide Free Phone Calls and Robust Programming the County Jails" directing the Department to provide free phone calls for people who are incarcerated in all County jails no later than December 1, 2023.

Proposed Amendment/Contract Negotiations:

On October 11, 2023, the Department and PCS reached a negotiated agreement pending approval by the Board, which:

1. eliminates the Inmate Welfare Fund revenue share,
2. establishes a fixed rate-per-minute tiered approach based upon total monthly call volumes and includes a not-to-exceed monthly cost, billable to the County, and
3. extends the Agreement for one year from May 1, 2024, through April 30, 2025, plus a 12-month option period, exercisable in any increment, through April 30, 2026.

The Department has determined that a one-year Agreement extension, plus a 12-month option period exercisable in any increment, is required to modify the solicitation documents accordingly, and to complete the solicitation process, negotiate and execute a successor contract, and allow for a transition period.

Implementation of Strategic Plan Goals

The ITS and services provided under the proposed Amendment support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Specifically, the Amendment will allow the Department and Probation to continue providing telephone services to inmates and juveniles being held throughout the Department's and Probation's facilities.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for this Amendment will not exceed \$30,324,000, and is inclusive of all taxes and regulatory fees, as applicable. The Department successfully negotiated a maximum payment obligation to PCS which shall not exceed \$1,083,000 monthly, and a corresponding maximum annual obligation of \$12,996,000. Funding is included in the Fiscal Year 2023-2024 Final Adopted Budget.

The Amendment will implement a fixed per-minute rate that will be billed monthly to the County based on the following tiered structure:

- \$0.042 fixed rate when monthly call volumes are below 9,562,500 minutes.
- \$0.039 fixed rate when monthly call volumes are between 9,562,501 and 22,950,000 minutes.

- \$0.028 fixed rate when monthly call volumes are between 22,950,001 and above minutes.

All phone services provided to the Probation will continue to be free of charge to juvenile detainees and at no cost to the County during the Amendment term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This extension period allows the Department to continue providing required telephone services for inmates to meet Department policies and maintain compliance with various California Penal Code and Code of Regulations Title 15 mandates.

PCS is in compliance with all Board and CEO requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The attached Amendment is approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted telephone services for adults and juveniles incarcerated in the Department's and Probation's facilities as required by law. The Department will continue developing a competitive solicitation for a successor contract.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

Reviewed by,

ROBERT G. LUNA
SHERIFF

GUILLERMO VIERA ROSA
CHIEF PROBATION OFFICER

RGL:AM:am
(Fiscal Administration Bureau–Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Guillermo Viera Rosa, Chief Probation Officer, Probation Department (Probation)
Sheila Williams, Deputy Director, Probation
Tasha Howard, Director, Probation, Contracts and Grants Management Division
April L. Tardy, Undersheriff
Sergio A. Aloma, Assistant Sheriff, Custody Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Margarita Velazquez, Chief, Custody Services Division (CSD) Specialized Programs
Glen Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Tania E. Plunkett, Commander, CSD Specialized Programs
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Director, Financial Programs Bureau
Angelo Faiella, Assistant Director, FAB
Rene A. Garcia, Lieutenant, ASD
Erica M. Nunes, Sergeant, ASD
Abby Valdez, Administrative Services Manager (ASM) III, FAB, Contracts Unit (CU)
Kristine D. Corrales, Deputy, ASD
Aloett Martin, ASM II, FAB, CU
(Contracts – Public Communications Services 11-21-23)

**AMENDMENT NUMBER THIRTEEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

This Amendment Number Thirteen ("Amendment") to Agreement Number 77655 ("Agreement") is entered into by and between County of Los Angeles ("County") and Public Communications Services, Inc. ("Contractor"), effective upon execution by both parties.

- A. WHEREAS, on September 20, 2011, the County Board of Supervisors approved the Agreement, with an Initial Term from November 1, 2011, through October 31, 2016, with three one-year Option Terms and six months, for Contractor's provision of Inmate Telephone System (ITS) and Services for the Los Angeles County Sheriff's Department ("Department") and the Los Angeles County Probation Department ("Probation"); and
- B. WHEREAS, in August 2012, County and Contractor agreed to implement County's option to install kiosks at various Department facilities, to enable, among other things, the setting up of Pre-Paid Accounts to be used solely by Inmates for ITS and Services, as defined in the Agreement, and County and Contractor wish to formally memorialize herein the installation thereof; and
- C. WHEREAS, on December 2, 2013, County and Contractor entered into Amendment Number One to the Agreement which, among other things, deleted and replaced Exhibit B (Statement of Work) of the Agreement to change the delivery method on Pre-Paid Call services from a tangible Pre-Paid Phone Card to a Debit Phone Account (Cardless) administered by Contractor; and
- D. WHEREAS, on February 4, 2014, County and Contractor entered into Amendment Number Two to the Agreement which (1) reduced the collect call maximum dollar amount from \$125 to \$60 to any single destination phone number in any continuous 30-day period, and (2) directed Contractor to implement, not later than thirty (30) calendar days from the effective date of Amendment Number Two, the recording of all telephone calls made from any and all phones within the Department Custody and Detention Facilities, which are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates; and
- E. WHEREAS, on September 26, 2013, the Federal Communications Commission (FCC) released a Report and Order and Notice of Proposed Rulemaking (FCC-13-113) which, among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers; and

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- F. WHEREAS, on February 10, 2014, County and Contractor entered into Amendment Number Three to the Agreement which reduced the Inmate Telephone Billing Rate for Domestic Calls – Interstate Calls (Debit Phone Account (Cardless) and Pre-Paid Account), effective February 11, 2014, in compliance with FCC 13-113; and
- G. WHEREAS, on November 5, 2015, the FCC released a Second Report and Order and Third Further Notice of Proposed Rulemaking (FCC 15-136) which, among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate calling service providers; and
- H. WHEREAS, on March 7, 2016, the United States Court of Appeals, District of Columbia Circuit ("D.C. Court") issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR section 64.6010, and caps on fees for single-call services set forth in 47 CFR section 64.6020(b) (2) pending judicial review of the legality of those caps, as established by FCC 15-136; and
- I. WHEREAS, on March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR section 64.6030 only as they apply to the provision of intrastate calling services; and
- J. WHEREAS, all other provisions, rules, and regulations set forth in FCC 15-136 remain effective and shall be implemented by jail facilities by June 20, 2016; and
- K. WHEREAS, on June 16, 2016, County and Contractor entered into Amendment Number Four, effective June 20, 2016, which (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Service Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) service, and (4) formally memorialized the addition of Customer kiosks at the Department Custody and Detention Facilities; and
- L. WHEREAS, on October 19, 2016, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for the first one-year Option Term from November 1, 2016, through October 31, 2017; and

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- M. WHEREAS, on November 23, 2016, County and Contractor entered into Amendment Number Six to amend Exhibit H (Kiosk Locations) to relocate kiosk machines from Pitchess Detention Center and Lancaster Station to Walnut Station and Norwalk Station respectively; and
- N. WHEREAS, on June 13, 2017, the D.C. Court ruled on legality of the Second Report and Order and Third Further Notice of Proposed Rulemaking (80 Fed. Reg. 79136-01 (Dec. 18, 2015)) ("Second Order") issued by the FCC, which, among other things, set permanent rate caps and ancillary fee caps on both interstate and intrastate calls. (Global Tel*Link v. Fed.Communications Comm'n, No. 15-1461 (D.C. Cir. June 13, 2017)). The Second Order was upheld in part and vacated in part, and certain issues were remanded to the FCC for further proceedings; and
- O. WHEREAS, on October 26, 2017, County and Contractor entered into Amendment Number Seven to the Agreement to (1) extend the Term of the Agreement for the second one-year Option Term from November 1, 2017 through October 31, 2018, (2) update the County-mandated provisions regarding Consideration of GAIN/GROW Participants, County's Quality Assurance Plan, and Safely Surrendered Baby Law, and (3) add the County-mandated provisions regarding Time Off for Voting and Compliance with County's Zero Tolerance Policy on Human Trafficking; and
- P. WHEREAS, on October 22, 2018, County and Contractor entered into Amendment Number Eight to the Agreement to (1) extend the Term of the Agreement for the third one-year Option Term from November 1, 2018, through October 31, 2019, (2) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions, and (3) add the County-mandated provisions regarding Compliance with Fair Chance Employment Practices and Compliance with the County Policy of Equity; and
- Q. WHEREAS, on October 23, 2019, County and Contractor entered into Amendment Number Nine to the Agreement to (1) extend the Term of the Agreement through October 31, 2021, a total period of two years, which included the final six-month option period of the Agreement, and (2) add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment; and
- R. WHEREAS, on July 28, 2021, the FCC released a Report and Order and Notice of Proposed Rulemaking (FCC 21-60) Final Rule which, among other things,

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lowers the interim rate caps on interstate calling rates to \$0.12 for prisons and \$0.14 for jails with an average daily population of 1,000 or more incarcerated people, effective October 26, 2021; and

- S. WHEREAS, on August 23, 2021, the California Public Utilities Commission (CPUC) released Decision 21-08-037, Adopting Interim Rate Relief for Incarcerated Person's Calling Services Rulemaking (CPUC 20-10-002) which, among other things, imposes a per-minute interim rate cap of seven cents (\$0.07) for intrastate debit, prepaid calls, and collect calls for all incarcerated persons calling services (IPCS) operating within California, effective October 7, 2021; and
- T. WHEREAS, on October 07, 2021, County and Contractor entered into Amendment Number Ten to the Agreement to (1) extend the Term of the Agreement for six months, from November 1, 2021, through April 30, 2022, plus an additional six-month option period, exercisable in any increment, (2) modify the Inmate Telephone Billing Rates, (3) eliminate the Minimum Annual Guarantee and modify the Inmate Welfare Fund Revenue Share, (4) delete or modify Ancillary Services Charges currently authorized in the Agreement (5) update the County-mandated provision regarding Facsimile, and (6) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and
- U. WHEREAS, on April 13, 2022, County and Contractor entered into Amendment Number Eleven to the Agreement to (1) extend the Term of the Agreement for six months, from May 1, 2022, through October 31, 2022, (2) update the County-mandated provision regarding Safely Surrendered Baby Law, and (3) add the County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and
- V. WHEREAS, on October 14, 2022, County and Contractor entered into Amendment Number Twelve to the Agreement to extend the Term of the Agreement for eighteen months, from November 1, 2022, through April 30, 2024; and
- W. WHEREAS, on July 25, 2023, the County Board of Supervisors adopted a motion which, among other things, directed the Department and other relevant departments to provide free phone calls for people who are incarcerated in all Los Angeles County jails no later than December 1, 2023.

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- X. WHEREAS, the Agreement currently expires on April 30, 2024; and
- Y. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for one year, from May 1, 2024, through April 30, 2025 plus an additional twelve-month option period, exercisable in any increment, (2) eliminate the Inmate Welfare Fund Revenue Share, (3) retitle and modify the Inmate Telephone Billing Rates, (4) add the County-mandated provisions regarding Maximum Contract Sum, Invoice and Payments, and Default Method of Payment: Direct Deposit or Electronic Funds Transfer, (5) and establish a fixed rate-per-minute tiered approach based upon total monthly call volumes, and a not-to-exceed monthly cost, billable to the County.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for one year, from May 1, 2024, through April 30, 2025:

7. TERM

- 7.1 The Term of this Agreement shall be from November 1, 2011, through and including April 30, 2025, unless terminated earlier in whole or in part, as provided herein.
- 7.2 The County has the option, at County's discretion and upon notice to Contractor prior to the end of the Term, to extend the Term of this Agreement for an option period of twelve months, in any increment, for a maximum total Agreement Term not to exceed thirteen (13) years and six months. Such extension shall be in the form of an Amendment executed by both parties in accordance with Subparagraph 6.2.4.
- 7.3 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.
- 7.4 If applicable, Contractor shall notify Sheriff Project Director, Sheriff Project Manager, Probation Project Director, and Probation Project

**AMENDMENT NUMBER THIRTEEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

Manager when the current Term is within six (6) months from the expiration of this event, Contractor shall send written notification to the addresses herein provided in Exhibit K (County and Contractor Administration) of the Agreement.

2. Paragraph 9 (Payment Amounts and Telephone Billing Rates) of the Agreement is deleted in its entirety and replaced as follows to eliminate the Inmate Welfare Fund Revenue Share, retitle and modify Inmate Telephone Billing Rates, eliminate Third-Party Financial Transaction Fee, and add County mandated provisions regarding Contract Sum, Invoice and Payments, and Default Method of Payment: Direct Deposit or Electronic Funds Transfer, effective December 1, 2023:

9. PAYMENT AMOUNTS AND TELEPHONE BILLING RATES

If any payments due under this Paragraph 9 (Payment Amounts and Telephone Billing Rates) are not received by County within the period specified in this Paragraph 9, County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due.

9.1 Maximum Contract Sum

9.1.1 The Maximum Contract Sum authorized by County hereunder must in no event, expressly or by implication, exceed \$30,324,000, and will be allocated as set forth in Exhibit C (Telephone Rates and Payment Schedule) of this Agreement. The Maximum Contract Sum will remain firm and fixed for the term of this Agreement.

9.1.2 The Maximum Contract Sum for this Agreement includes a monthly not-to-exceed cost of \$1,083,000, inclusive of all Taxes and regulatory fees, as applicable.

9.1.3 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any Work or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or

**AMENDMENT NUMBER THIRTEEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

9.1.4 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the Maximum Contract Sum under this Agreement. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address herein provided in Exhibit K (County and Contractor Administration) of this Agreement.

**9.1.5 No Payment for Services Provided Following Expiration/
Termination of Contract**

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

9.2 Downtime Credits & Liquidated Damages

Contractor shall pay to County any amounts due as downtime credits under Section 3.5.10 (Downtime Credits) of Exhibit B (Statement of Work) and liquidated damages under Paragraph 12.0 (Liquidated Damages; Withholds) within thirty (30) days of the notification, except where such amounts are the subject of a dispute under Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

**AMENDMENT NUMBER THIRTEEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

9.3 Invoices and Payments

- 9.3.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, Services, and other Work specified in Exhibit B (Statement of Work) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments will be as provided in Exhibit C (Telephone Rates and Payment Schedule), and the Contractor will be paid only for the tasks, deliverables, goods, Services, and other Work approved in writing by the County. If the County does not approve Work in writing no payment will be due to the Contractor for that Work.
- 9.3.2 The Contractor's invoices must contain the information set forth in Exhibit B (Statement of Work) describing the tasks, deliverables, goods, Services, Work hours, and facility and/or other Work for which payment is claimed.
- 9.3.3 The Contractor may submit a monthly fixed progress payment invoice and a monthly invoice to the County following the provision of Services.
- a. The monthly fixed progress payment invoice will be in the amount of two hundred thousand dollars (\$200,000) and will be submitted by the 15th calendar day of the month.
 - b. The end of the month invoice will include all information detailed in Section 9.3.4 and will be submitted by the 15th calendar day following the month of services. The fixed progress payment will be credited against the end of month invoice amount.
 - c. In the event County usage falls below the progress payment, Contractor shall reimburse County with a warrant for the overage, attached to the invoice.
- 9.3.4 Contractor must prepare the end of month invoice format and content in the following manner:
1. County's Agreement Number
 2. Contractor's Name and Address
 3. Invoice Number
 4. Invoice Date

**AMENDMENT NUMBER THIRTEEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

5. Billing Period
6. Billable Minutes by call type (e.g. intrastate, interstate, international, Speed Dial, etc.)
7. Non-Billable Minutes
8. Taxes and regulatory fees
9. All other documentation to support the allocation of costs.

9.3.5 All invoices under this Agreement must be submitted to the following:

Los Angeles County Sheriff's Department
County Project Manager as outlined in Exhibit K (County and Contractor Administration).

9.3.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. If the invoice is not approved, the County will notify Contractor in writing of any discrepancies within ten (10) calendar days of receipt of said invoice from Contractor. If necessary, Contractor will provide County with a corrected invoice within seven (7) calendar days of receipt of such written notice of discrepancies.

9.3.7 County shall pay Contractor's invoice within thirty (30) days from the date of receipt of an approved invoice.

9.4 Telephone Billing Rates

9.4.1 INTENTIONALLY OMITTED

9.4.2 INTENTIONALLY OMITTED

9.4.3 The telephone billing rates set forth in Exhibit C (Telephone Rates and Payment Schedules) of this Agreement shall remain the same and fixed for the Term of the Agreement, unless modifications to these telephone billing rates are mandated or otherwise required by Federal Communications Commissions (FCC), California Public Utilities Commission (CPUC), or other governmental regulatory agency having standing in the State of California. Such modifications shall

**AMENDMENT NUMBER THIRTEEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

only be made by way of an Amendment as required in Paragraph 6 (Change Orders and Amendments) of this Agreement and shall be mutually agreed upon and executed by Board and Contractor.

Contractor shall charge the County for Speed Dial Calls made by Inmates to designated County entities at the rate set forth in Section B (County-Pay Telephone Fixed Rate-Per-Minute) of Exhibit C (Telephone Rates and Payment Schedule). This call rate shall remain firm and fixed for the Term of the Agreement but may be adjusted downward only upon the mutual agreement of both parties. Such change shall be in the form of an Amendment in accordance with Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by Sheriff or designee and Contractor.

9.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 9.5.1 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 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).
- 9.5.2 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.
- 9.5.3 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.
- 9.5.4 At any time during the duration of the agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

**AMENDMENT NUMBER THIRTEEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
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9.6 Taxes and Regulatory Fees

9.6.1 Contractor shall only charge mandatory applicable pass-through Taxes and regulatory fees as set forth on Exhibit C (Telephone

Rates and Payment Schedule) of this Agreement and expressly authorized by the FCC and/or CPUC, as well as any applicable taxes and fees including payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, incurred by Contractor. Such mandatory applicable pass-through Taxes and regulatory fees shall be applied separately and passed through to County directly with no mark-up.

3. Exhibit C (Telephone Rates and Payment Schedule) of the Agreement is deleted in its entirety and replaced with the revised Exhibit C (Telephone Rates and Payment Schedule), attached hereto, to eliminate inmate telephone billing rates and establish a fixed rate-per-minute tiered approach based upon total monthly call volumes and a not-to-exceed monthly cost, billable to the County.
4. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
5. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER THIRTEEN TO AGREEMENT NO. 77655
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AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Sheriff of Los Angeles County, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

PUBLIC COMMUNICATIONS
SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

EXHIBIT C

TELEPHONE RATES AND PAYMENT SCHEDULE

(Restated under Amendment Number Thirteen)

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

TELEPHONE RATES AND PAYMENT SCHEDULE

CONTRACTOR: PUBLIC COMMUNICATIONS SERVICES, INC.

A. TELEPHONE BILLING CALL TYPES

Effective December 1, 2023, the fixed call rate per minute for inmate telephone call charges to County will be based on monthly call volumes in accordance with Exhibit C (Telephone Rates and Payment Schedule), Section B (County-Pay Telephone Fixed Rate-Per-Minute) below, and include all Telephone call types identified herein Section A (Telephone Billing Call Types), as follows:

1. All Domestic Calls - INTRASTATE.
2. All Domestic Calls – INTERSTATE.
3. All International Calls
4. Speed Dial Rate to Designated County Entities

In accordance with Paragraph 9.4.4 (Telephone Billing Rates) of the Agreement.

B. COUNTY-PAY TELEPHONE FIXED RATE-PER-MINUTE

The County will pay Contractor following the month at the fixed rate call volumes tier structure as follows:

- \$0.042 fixed call rate when monthly call volumes are below 9,562,000 minutes, excluding applicable taxes.
- \$0.039 fixed call rate when monthly call volumes are between 9,562,001 and 22,950,000 minutes, excluding applicable taxes.
- \$0.028 fixed call rate when monthly call volumes are between 22,950,001 minutes and above, excluding applicable taxes.

County's monthly payment to Contractor must not exceed \$1,083,000 per month, inclusive of all Taxes and regulatory fees, as applicable, as described in Section C (Taxes and Regulatory Fees) below.

C. TAXES AND REGULATORY FEES

Contractor shall charge County only those mandatory applicable pass-through Taxes and regulatory fees as expressly authorized by the CPUC and/or FCC as well as any applicable taxes and fees including payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, incurred by Contractor. Such mandatory applicable pass-through Taxes and regulatory fees shall be applied separately and passed through County directly with no mark-up. The telephone billing rates charged in Section A (Telephone Billing Call Types) are exclusive of mandatory applicable pass-through Taxes and regulatory fees

collected by Contractor on behalf of federal, state, or local governments. No Taxes or regulatory fees shall be charged to County unless authorized by the CPUC and/or FCC and compliant with all CPUC and/or FCC mandates.

D. NO COST CALLS TO COUNTY

In addition to the calls specified in Subparagraph 2.3.3. (Speed Dial, No Cost Calls to Inmates and Sheriff's) and 2.3.4 (Booking Calls) of the Agreement, Contractor will allow one no-cost call per week to each Inmate, at no cost to County, with the condition that the call will be limited to five minutes in length and all other provisions of the Agreement will be enforced.

Contractor shall also provide all phone calls placed by detainees in the Probation Facilities free of charge to Juvenile detainees, and at no cost to the County.

E. PUBLIC COMMUNICATIONS SERVICES, INC.

Contractor represents and warrants that the person signing this Exhibit C (Telephone Rates and Payment Schedule) for Contractor is an authorized agent, who has actual authority to bind Contractor to each and every item listed in this Exhibit C (Telephone Rates and Payment Schedule) to provide such actual authority.

Printed Name

Title

Signature

Date

November 21, 2023

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

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT TO
PURCHASE NETWORK INFRASTRUCTURE UPGRADE
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks Board approval to purchase equipment, services, and supplies for the Custody Network Infrastructure Upgrade (CNIU) project and to authorize the Internal Services Department (ISD), in its capacity as the County Purchasing Agent (CPA), to proceed with the solicitation and purchase of the equipment, services, and supplies. The initial implementation phase of the CNIU project is estimated at \$7.067 million.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize ISD, in its capacity, as the CPA to proceed with the solicitation and purchase of the CNIU project equipment, services, and supplies which includes hardware and software for an estimated total cost of \$7.067 million.
2. Authorize ISD to initiate all necessary solicitations and purchases for the continuous advancement and successful execution of the CNIU project over the course of this multi-year project, should additional funding become available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed action will enhance the network infrastructure by replacing outdated legacy hardware, servers, security firewalls, storage systems, software, and other

communication equipment within the Sheriff's Data Centers that have reached their end of life. This network infrastructure upgrade constitutes the initial phase of a multi-year, multi-phase plan.

Data Center – Custody Upgrade:

Hardware	\$4,878,000
Software	\$624,000
Professional Services	\$52,000
Five-year Maintenance	\$1,513,000
Total Cost:	\$7,067,000

The objective of these upgrades is to enable the Department to facilitate compliance with the Federal Department of Justice (DOJ) provisions of the settlement agreement and other custody related settlement agreements by providing a modern network infrastructure within all jail facilities. This is a necessary first step to deploy custody body worn cameras, install a modern CCTV system, and build additional technology, such as an advanced jail management system, for Custody Operations to have real-time awareness of their compliance status, alert staff to act when a pending violation is identified, and provide the robust compliance reporting required to the monitors and court.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the principles of the County's Strategic Plan, Goal 1, Operational Effectiveness and Fiscal Sustainability. The implementation of the Department's CNIU project will contribute to achieving the County's Strategic initiative 4 and Strategic Initiative 5, by achieving efficiencies that transform service delivered by replacing critical obsolete systems.

FISCAL IMPACT/FINANCING

The initial implementation phase of the CNIU project is estimated at \$7.067 million, which is included in the Department's FY 2023-24 Final Adopted Budget. As part of future years' Departmental budget requests, the Department will ensure that the balance of one-time and ongoing funds necessary for completion is requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with Board Policy 6.2020, "Chief Information Office (CIO) Board Letter Approval," the CIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The CIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

On October 16, 2001, the Board approved the classification categories for fixed assets (now referred to as capital assets) and established the requirement for

County departments desiring to purchase major capital assets with a unit cost of \$250,000 or more to obtain Board approval prior to submitting the requisition to the CPA.

Upon Board approval, the implementation of this project will assist the Department in meeting Board objectives and enable the Department to facilitate compliance with the DOJ provisions and other custody related settlement agreements by providing a modern network infrastructure within all jail facilities. This Board letter has been reviewed by County Counsel.

CONTRACTING PROCESS

The acquisition of the Department's CNIU project and the related components falls under the statutory authority of the CPA and will be accomplished in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will ensure continued services and uninterrupted operation of the Department's custody network utilized by law enforcement agencies throughout the County of Los Angeles.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board Letter to the Department's Technology and Support Division.

Sincerely,

Reviewed by:

ROBERT G. LUNA
SHERIFF

PETER LOO, ACTING
CHIEF INFORMATION OFFICER



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov



BOARD OF SUPERVISORS

JANICE HAHN, CHAIR
FOURTH DISTRICT

HILDA L. SOLIS
FIRST DISTRICT

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SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

November 28, 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:

PROPOSED AMENDMENT TO APPENDIX QQ OF LOS ANGELES COUNTY CODE TITLE 32 (FIRE CODE FEE SCHEDULE) (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) requests the Board of Supervisors' approval of the proposed ordinance amending Appendix QQ (Fire Code Fee Schedule) of the Los Angeles County Code (County Code), Title 32 (Fire Code), Section QQ104.2.1, Film and Production Permit Fees.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

Introduce, waive reading, and schedule a public hearing for December 12, 2023, regarding the enclosed ordinance amending Appendix QQ of Title 32 of the County Code.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING:

1. Approve and adopt an amended ordinance (enclosure) that will adjust the Film and Production Fees that were approved as part of Appendix QQ, Section QQ104.2.1 of the County Code, Fire Code on January 31, 2023.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Find that the enclosed ordinance is exempt under the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(8) and Sections 15273 and 15061(b)(3) of the California Code of Regulations CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The enclosed ordinance, when adopted, will update fees contained in the Fire Code, specifically the Film and Production Permit Fees within the jurisdiction of the District.

On January 31, 2023, your Honorable Board adopted fees contained in the Fire Code including Film and Production Permit Fees. These fees were held in abeyance until the District could complete an evaluation of the fee increases. Prior to this, the last time Film and Production Fees were increased was in 2010. Since that time, the California Consumer Price Index has risen 21.77%. In collaboration with the Department of Economic Opportunity, it was determined that all Film and Production Permit Fees need to be increased by 21.77%, except for Still Photography, which will remain unchanged. The proposed fees are reduced from the fees adopted by the Board of Supervisors on January 31, 2023.

The assessment of fees for the recovery of costs to the agency for providing fire prevention services is authorized by California Health and Safety Code Sections 13146(b) and 13146.2.

It is recommended that your Board establish the operative date of the ordinance as thirty days following the adoption of the ordinance.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District, being a Special District, is funded independently from the County's General Fund and it relies primarily on property tax revenue to provide essential fire protection and emergency medical services. However, the District also charges fees to recover the cost of performing various plan reviews and inspections that are required of it as part of its fire prevention duties.

While the proposed ordinance reduces film and production permit fees from their values as adopted by your Honorable Board on January 31, 2023, those fee increases were held in abeyance until further validation and collaboration with the Department of Economic Opportunity could be conducted. During this evaluation period, the Film and Production Permit Fees were charged at the rates approved in the 2020 Fire Code.

The existing Film and Production Permit Fees generate approximately \$1 million in revenue annually. The proposed ordinance change is expected to generate an additional \$286,000 annually, for a total of \$1.286 million annually.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed ordinance has been approved as to form by County Counsel and an analysis is enclosed.

The proposed ordinance amends Section QQ104.2.1 of Appendix QQ (Fire Code Fee Schedule) of Title 32 of the County Code, Fire Code.

In accordance with the requirements of California Government Code Section 50022.3, the Board must schedule a public hearing after the first reading of the title of the adopting ordinance. Notices of the hearing shall be published pursuant to Government Code Section 6066. Per California Government Code Section 50022.6, a copy of the proposed ordinance to be adopted must be on file with the Executive Officer of the Board at least 15 days preceding the public hearing.

The assessment of fees for the recovery of costs to the agency for providing fire prevention services is authorized by California Health and Safety Code Sections 13146(b) and 13146.2.

ENVIRONMENTAL DOCUMENTATION

The adoption of this ordinance is exempt from the CEQA pursuant to Public Resources Code Section 21080(b)(8) and Sections 15273 and 15061(b)(3) of the CEQA guidelines because it involves fees to recover operating costs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed ordinance will not be retroactive and will have no impact on current services or projects. The proposed fees will be a reduction of the fees that were adopted on January 31, 2023, in Appendix QQ of the Fire Code. An informational letter, a summary of changes, and a copy of the proposed ordinance were sent to all the cities served by the District for their review and comment more than 30 days prior to the Board Hearing date.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped copy of this Board Letter to the following:

Honorable Board of Supervisors

November 28, 2023

Page 4

Consolidated Fire Protection District of Los Angeles County
Executive Office, Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:jc

Enclosure

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

ANALYSIS

This ordinance amends Section QQ104.2.1 (Film and production permit fees) of Appendix QQ (Fire Code Fee Schedule) of Title 32 (Fire Code) of the Los Angeles County Code.

State law allows the County and Consolidated Fire Protection District of Los Angeles County (District) to establish and assess fees for the recovery of costs to the agency for providing fire prevention services. Unless deleted or modified herein, the previously enacted provisions of Title 32 continue in effect. Appendix QQ is the fee schedule for services provided by the District in the enforcement of the Fire Code.

Very truly yours,

DAWYN R. HARRISON

County Counsel

By [SIGNATURE OF COUNTY
COUSEL MEMBER PREPARING
ORDINANCE]

[NAME OF SIGNATORY]

[TITLE OF SIGNATORY]

[DIVISION OF SIGNATORY]

XX:xx

Requested: MM/DD/YY
Revised: MM/DD/YY

ORDINANCE NO. _____

An ordinance amending Title 32 – Fire Code – of the Los Angeles County Code, by adjusting the fee rates within the Fire-Code Fee Schedule (Appendix QQ of Title 32) for the Film and Production Permit Fees. The adjustment aligns the fee increase rate to the California Consumer Price Index rate. The Board of Supervisors of the County of Los Angeles, also acting as the governing body of the Consolidated Fire Protection District of Los Angeles County, ordains as follows:

SECTION 1. Appendix QQ, Section QQ104.2.1, Table QQ104.2.1 is hereby amended to read as follows:

QQ104.2.1 Film and Production Permit Fees.

TABLE QQ104.2.1

FILM AND PRODUCTION PERMIT FEES		
PERMIT TYPE		FEE^a
1	Pyrotechnics and Special Effects	\$458.00 <u>\$351.00</u>
	1a.) Permit-revision fee	\$115.00 <u>\$88.00</u>
2	Filming	\$451.00 <u>\$343.00</u>
	2a.) Permit-revision fee	\$113.00 <u>\$86.00</u>
3	Fuel-Dispensing Trucks and Vehicles	\$492.00 <u>\$253.00</u>
	3a.) Permit-revision fee	\$123.00 <u>\$63.00</u>
4	Commercial Still Photography	\$452.00 <u>\$277.00</u>
	4a.) Permit-revision fee	\$113.00 <u>\$69.00</u>

a. Per permit or revision thereof.

SECTION 2. This ordinance shall become effective 30 days after it is adopted.

[TITLE32FIRECODE2022AVCC]