



**OPERATIONS CLUSTER
AGENDA REVIEW MEETING**

DATE: December 6, 2023
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1 (323) 776-6996**
TELECONFERENCE ID: 439827168#

To join via phone, dial 1(323)776-6996, then press 439827168#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED
UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING
THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024**

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call To Order – John Leonard/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
 - A) Board Letter:
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO
IMPLEMENT THE FISCAL YEAR 2023-2024 SUPPLEMENTAL BUDGET
AND OTHER CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASS - Ann Havens, Senior Manager
 - B) Board Letter:
REQUEST APPROVAL OF CONTRACT #23-019 WITH EXTRACT SYSTEMS
FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES
RR/CC - Jerome Jordan, Assistant RR/CC, Administration and
Monique Blakely, Assistant RR/CC, Recorder
 - C) Board Letter:
AMENDMENT TO THE PEOPLESFT TECHNICAL SUPPORT
SERVICES CONTRACT
LACDA/CIO - Cesar Delgado, Acting IT Manager

- D) Board Letter:
REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT FROM THE COUNTY'S INFORMATION TECHNOLOGY INFRASTRUCTURE FUND TO IMPLEMENT DISEASE MANAGEMENT ROBOTIC PROCESS AUTOMATIONS (RPAs) FISCAL YEAR 2023 - 2024
DPH/CIO - Joshua Bobrowsky, Public Health Director, Government Affairs
Rebecca Fisher, MPH, MA, Chief Epidemiologist, Acute Communicable Disease Control Program
CoCo - Patrice Salseda, Principal Deputy County Counsel
- E) Board Letter:
DELEGATED AUTHORITY TO APPLY FOR AND ACCEPT GRANT AND INCENTIVE FUNDING, SUBMIT AND EXECUTE ALL ELECTRIC VEHICLE INFRASTRUCTURE CHARGING RELATED GRANT APPLICATION DOCUMENTS, AND AUTHORIZE OWNERSHIP TRANSFER OF CONCRETE PADS FOR SOUTHERN CALIFORNIA EDISON'S CHARGE READY PROGRAM
ISD - Minh Le, Administrative Manager XV and
Laura Iannaccone, Administrative Manager X

3. **PRESENTATION/DISCUSSION ITEMS:**

A) RR/CC - VSAP PRESENTATION

4. **Public Comment**

(2 Minutes Each Speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) CEO/RM - AUTHORIZE THE CHIEF EXECUTIVE OFFICE TO ENTER INTO CONTRACT WITH GEORGE HILLS COMPANY, INC., FOR CLAIMS ADMINISTRATION AND LITIGATION MANAGEMENT SUPPORT SERVICES
- B) DPW/CIO - SERVICES CONTRACT FOR ON CALL OPERATIONS TELEMETRY SYSTEM MAINTENANCE SERVICES FOR SEAWATER BARRIERS, SPREADING GROUNDS, AND RUBBER DAMS
- C) DACC/CIO - APPROVAL TO UTILIZE FUNDS FROM THE COUNTY'S INFORMATION TECHNOLOGY INFRASTRUCTURE FUND FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE ANIMAL CARE AND CONTROL ONLINE VOUCHER APPLICATION AND APPROVAL OF AN APPROPRIATION ADJUSTMENT FISCAL YEAR 2023-24

D) DMH/CIO - NOTICE OF INTENT TO EXTEND THE TERM OF AGREEMENT
NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC., FOR THE
CONTINUED PROVISION OF THE INTEGRATED BEHAVIORAL HEALTH
INFORMATION SYSTEM

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/6/2023	
BOARD MEETING DATE	12/19/2023	
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)	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2023-2024 SUPPLEMENTAL CHANGES BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Included in the FY 2023-24 Supplemental Changes Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	TO IMPLEMENT THE FISCAL YEAR 2023-2024 SUPPLEMENTAL CHANGES BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS	
BACKGROUND (include internal/external issues that may exist including any related motions)	This Board Letter includes: 1. Implementation of FY 23-24 Supplemental Changes Budget allocations which were approved in-concept by the Board on October 3, 2023. 2. Addition of two (2) new unclassified classifications: <ul style="list-style-type: none"> Executive Director, LGBTQ+ Commission (UC) (1035) R12 (\$11,453.37 - \$17,812.29; Control Point: \$14,790.31) Executive Director, Poverty Alleviation Initiative (UC) (0841) R15 (\$14,229.02 - \$22,129.03; Control Point: \$18,374.68) 3. Deletion of one (1) represented classification <ul style="list-style-type: none"> Hod Carrier (6157) 4. Restoration of one (1) non-represented classification <ul style="list-style-type: none"> Deputy Director, Administration & Operations, Museum of Natural History (1001) 5. Title change of one (1) non-represented classification <ul style="list-style-type: none"> Deputy Director, Administration & Operations, Museum of Natural History to Administrative Deputy, Museum of Natural History (1001) 	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov	



**CEO December 19, 2023
Fiscal Year 2023-24
Supplemental Changes Budget
Board Letter Summary**

CEO Classification/Compensation Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov

This Board Letter includes:

1. Implementation of FY 23-24 Supplemental Changes Budget allocations which were approved in-concept by the Board on October 3, 2023.
2. Addition of two (2) new unclassified classifications:
 - Executive Director, LGBTQ+ Commission (UC) (1035)
R12 (\$11,453.37 - \$17,812.29; Control Point: \$14,790.31)
 - Executive Director, Poverty Alleviation Initiative (UC) (0841)
R15 (\$14,229.02 - \$22,129.03; Control Point: \$18,374.68)
3. Deletion of one (1) represented classification
 - Hod Carrier (6157)
4. Restoration of one (1) non-represented classification
 - Deputy Director, Administration & Operations, Museum of Natural History (1001)
5. Title change of one (1) non-represented classification
 - Deputy Director, Administration & Operations, Museum of Natural History to Administrative Deputy, Museum of Natural History (1001)



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

December 19, 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:

**COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO
IMPLEMENT THE FISCAL YEAR 2023-2024 SUPPLEMENTAL BUDGET
AND OTHER CLASSIFICATION/COMPENSATION ACTIONS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions related to the approval of the Fiscal Year (FY) 2023-2024 Supplemental Budget, as well as provide technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. In addition, this letter and accompanying ordinance will update the departmental staffing provisions by adding two (2) unclassified classifications; deleting one (1) represented classification; and restoring and changing the title of one (1) non-represented classification.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6 - Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2023-2024 Supplemental Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.

2. Approve the accompanying ordinance amending Title 6 – Salaries, of the County Code to add two (2) new unclassified classifications.
3. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to delete one (1) represented classification.
4. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to restore one (1) non-represented classification.
5. Approve in the Classification Plan the title change of one (1) non-represented classification.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following summarizes the purpose/justification of the recommended actions:

FY 2023-2024 Supplemental Budget

The subject budget phase was approved by the Board of Supervisors (Board) on October 3, 2023. Since that time, we have been working with the departments to finalize our recommendations as to the appropriate classifications and level of new positions. This letter implements these specific changes to the departmental staffing provisions.

The Board's approval of the attached ordinance will fulfill the Charter requirement to provide for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2023-2024 Supplemental Budget, delete positions which are obsolete, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

Routine Adjustments and Corrections

Routine adjustments and corrections are being made to the ordinance to provide for staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as reorganizations and mid-year allocations.

New Unclassified Classifications

On June 6, 2023, the Board adopted a motion directing the Chief Executive Officer, in consultation with the Executive Office of the Board and County Counsel, to create the LGBTQ+ Commission including an Executive Director to promote, support, advocate, and create programs, services, and resources for the LGBTQ+ communities. As such, we are recommending the creation of one (1) new unclassified position, Executive Director, LGBTQ+ Commission (UC) (Item No. 1035) to provide administrative oversight and technical support in carrying out the commission's functions of reviewing, recommending, and proposing policies, budgets, programs, legislation, and practices affecting the LGBTQ+ community (Attachment). The position will be responsible for directing support staff in all administrative matters of the Commission.

As part of the Supplemental Budget, we are adding a Management Analyst position to assist the Executive Director, LGBTQ+ (UC) by coordinating with the Board and County department liaisons and developing and documenting new processes to assist Commissioners with recommendations regarding policies, practices, and programs affecting the LGBTQ+ community. We will return to the Board with a recommendation to create the Commissioner items on a future Board Letter.

We are recommending the creation of one (1) new unclassified classification, Executive Director, Poverty Alleviation Initiative (UC) (Item No. 0841) (Attachment). This unclassified position is responsible for overseeing the Poverty Alleviation Initiative (PAI). This position will lead and oversee the development and implementation of countywide policies and initiatives focused on the Board's priority of alleviating poverty countywide and creating an effective, just, and equitable Los Angeles County. Responsibilities include directing the overall administration and operations of the PAI, which includes managing the activities of subordinate staff members; establishing strategic partnerships with a variety of officials, County departments, jurisdictions, community-based organizations, constituents, and other stakeholders on matters related to poverty alleviation; and coordinating the work of the PAI with that of other initiatives, divisions, and departments.

Deleted Classification

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of one (1) represented classification, Hod Carrier (Item No. 6157), from the Classification Plan (Attachment). The represented classification has been approved for deletion by the Employee Relations Commission and the affected department has been informed and concurs with this action. There are no incumbents in this classification.

This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Restoration and Title Change of Former Classification

We are recommending a restoration of the Deputy Director, Administration and Operations, Museum of Natural History to the County Classification Plan (Attachment). Your Board approved the deletion of this classification as part of the FY 2016-2017 Final Changes Budget, as it had been vacant since 2013. This classification is intended to be responsible for overseeing museum functions that include administrative services, budget/fiscal management, human resources, information technology, facilities and procurement, organizational planning, and related administrative programs and services.

In addition, we are recommending a title change for this classification to Administrative Deputy, Museum of Natural History (Attachment). The revised title better reflects the scope of the duties and responsibilities assigned to this classification.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2023-2024 Supplemental Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is "to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County." The County Charter also authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6-Salaries, of the County Code has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2023-2024 Supplemental Budget and other classification actions.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JDS:AYH
JR:AS:mmg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

CLASSIFICATION PLAN CHANGES

ATTACHMENT

UNCLASSIFIED CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	1035	Executive Director, LGBTQ+ Commission (UC)	N23	R12
Savings/ Megaflex	0841	Executive Director, Poverty Alleviation Initiative (UC)	N23	R15

REPRESENTED CLASSIFICATION RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
6157	Hod Carrier

CLASSIFICATION RECOMMENDED FOR RESTORATION IN THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	1001	Deputy Director, Administration & Operations, Museum of Natural History	N23	R12

CLASSIFICATION PLAN CHANGES

ATTACHMENT

NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
1001	Deputy Director, Administration & Operations, Museum of Natural History	Administrative Deputy, Museum of Natural History

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Adding and establishing the salary of two new unclassified classifications;
- Restoring and establishing the salary of one employee classification;
- Changing the title of one employee classification; and
- Adding, deleting, and/or changing certain employee classifications and

number of ordinance positions in the departments of Aging and Disabilities, Alternate Public Defender, Animal Care and Control, Arts and Culture, Board of Supervisors, Chief Executive Officer, Child Support Services, Children and Family Services, Consumer and Business Affairs, County Counsel, District Attorney, Economic Opportunity, Fire, Health Services, Human Resources, Internal Services, Justice, Care and Opportunities, Medical Examiner, Mental Health, Military and Veterans Affairs, Parks and Recreation, Probation, Public Defender, Public Health, Public Social Services, Public Works, Regional Planning, Sheriff, and Youth Development.

DAWYN R. HARRISON
County Counsel

By:
POUYA BAVAFA
Senior Deputy County Counsel
Labor & Employment Division

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salaries for two new unclassified classifications; restore and establish the salary of one employee classification; change the title of one employee classification; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments as a result of the budget process for FY 2023-2024.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>1035</u>	<u>EXEC DIR,LGBTQ+ COMMISSION(UC)</u>	<u> </u> *	<u>N23</u>	<u>R12</u>
		<u>10/01/2024</u>	<u>N23</u>	<u>R12</u>
<u>0841</u>	<u>EXEC DIR,POVERTY ALLEVIATION INITIATIVE(UC)</u>	<u> </u> *	<u>N23</u>	<u>R15</u>
		<u>10/01/2024</u>	<u>N23</u>	<u>R15</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classifications added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to restore the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>1001</u>	<u>DEPY DIR,ADMIN & OPNS,MUS/NAT HIS</u>	<u>10/01/2024</u>	<u>N23</u> <u>N23</u>	<u>R12</u> <u>R12</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classification added to Section 6.28.050 of the County Code.

SECTION 3. Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to change the title of the following class:

ITEM NO.	TITLE
1001	DEPY DIR,ADMIN & OPNS,MUS/NAT HIS <u>ADMINISTRATIVE DEPUTY,MUS/NAT HIS</u>

SECTION 4. Section 6.33.010 (Alternate Public Defender) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9255N</u>	<u>1</u>	<u>DEP ALTERNATE PUBLIC DEFENDER II</u>
<u>1848N</u>	<u>1</u>	<u>MANAGEMENT ANALYST</u>
<u>9243F</u>	<u>5</u>	<u>SENIOR LAW CLERK</u>

SECTION 5. Section 6.33.010 (Alternate Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9256A	63	<u>66</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III
9256N	44	<u>12</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III
9257A	408	<u>110</u>	DEPUTY ALTERNATE PUBLIC DEFENDER IV
9257N	43	<u>18</u>	DEPUTY ALTERNATE PUBLIC DEFENDER IV
2901N	3	<u>4</u>	INVESTIGATOR II,PD
9038A	4	<u>2</u>	MENTAL HEALTH CLINICAL SUPERVISOR
9232A	40	<u>11</u>	PARALEGAL
9232N	2	<u>3</u>	PARALEGAL
9035A	9	<u>14</u>	PSYCHIATRIC SOCIAL WORKER II
2163A	9	<u>10</u>	SENIOR LEGAL OFFICE SUPPORT ASST

SECTION 6. Section 6.34.010 (Department of Animal Care and Control) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	5	<u>6</u>	ADMINISTRATIVE SERVICES MANAGER I

SECTION 7. Section 6.36.010 (Department of Arts and Culture) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1003A	4	<u>2</u>	ADMINISTRATIVE SERVICES MANAGER II

SECTION 8. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
<u>1051A</u>	<u>1</u>		<u>CLIMATE RESILIENCE OFFICER(UC)</u>

SECTION 9. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9443	30	<u>32</u>	ASSESSMENT HEARING OFFICER*
1101A	5	<u>6</u>	DEP EXECUTIVE OFFICER,BD OF SUP(UC)
1117A	5	<u>4</u>	DEP EXEC OFFR,BD OPER,BD OF SUP(UC)
1103A	5	<u>6</u>	HEAD,COMMISSION SERVICES,BD OF SUPV
1848A	7	<u>8</u>	MANAGEMENT ANALYST
9389	35	<u>47</u>	MEMBER,ASSESSMENT APPEALS BOARD*

SECTION 10. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0830A	423 <u>124</u>	PRINCIPAL ANALYST,CEO

SECTION 11. Section 6.52.010 (Department of Medical Examiner) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1637A	54 <u>57</u>	MEDICAL EXAMINER INVESTIGATOR
2297A	4 <u>3</u>	EVIDENCE CUSTODIAN,MEDICAL EXAMINER
4884A	27 <u>29</u>	FORENSIC ATTENDANT
4887A	10 <u>14</u>	FORENSIC TECHNICIAN I
5798A	3 <u>2</u>	RADIOLOGIC TECHNOLOGIST
4336A	17 <u>19</u>	SENIOR CRIMINALIST
2216A	17 <u>18</u>	SENIOR TYPIST-CLERK

SECTION 12. Section 6.53.010 (Department of Children and Family Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647N	3	ACCOUNTANT II

0648N	1	ACCOUNTANT III
0642N	4	ACCOUNTING TECHNICIAN I
0888N	1	ADMINISTRATIVE ASSISTANT II
0889N	2	ADMINISTRATIVE ASSISTANT III
1002N	7	ADMINISTRATIVE SERVICES MANAGER I
8993N	35	ADOPTIONS ASSISTANT
9085N	1	ASST REGIONAL ADMINISTRATOR, CFS
9086N	12	CHILDREN SERVICES ADMINISTRATOR I
9087N	6	CHILDREN SERVICES ADMINISTRATOR II
9088N	2	CHILDREN SERVICES ADMINISTRATOR III
9073N	98	CHILDREN'S SOCIAL WORKER III
1183N	1	CLERICAL ADMINISTRATOR, CHILD SERVS
1842N	1	DEPARTMENTAL PERSONNEL ASSISTANT
9181N	2	ELIGIBILITY SUPERVISOR
9179N	11	ELIGIBILITY WORKER II
8021N	4	HUMAN SERVICES ADMINISTRATOR I
8995N	141	HUMAN SERVICES AIDE
2591N	4	INFORMATION SYSTEMS ANALYST II
1138N	19	INTERMEDIATE CLERK
2214N	30	INTERMEDIATE TYPIST CLERK
1848N	1	MANAGEMENT ANALYST
2526N	1	PRINCIPAL APPLICATION DEVELOPER

2594N	2	PRINCIPAL INFO SYSTEMS ANALYST
2344N	4	PROCUREMENT ASSISTANT-I
3039N	4	SAFETY OFFICER-II
2096N	4	SECRETARY-III
2593N	9	SENIOR INFORMATION SYSTEMS ANALYST
9074N	42	SUPVG CHILDREN'S SOCIAL WORKER

SECTION 13. Section 6.53.010 (Department of Children and Family Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>3039A</u>	<u>1</u>	<u>SAFETY OFFICER II</u>

SECTION 14. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647A	14 <u>17</u>	ACCOUNTANT II
0648A	7 <u>8</u>	ACCOUNTANT III
0642A	9 <u>14</u>	ACCOUNTING TECHNICIAN I
0888A	48 <u>19</u>	ADMINISTRATIVE ASSISTANT II
0889A	20 <u>22</u>	ADMINISTRATIVE ASSISTANT III
1002A	443 <u>123</u>	ADMINISTRATIVE SERVICES MANAGER I

1003A	25	<u>27</u>	ADMINISTRATIVE SERVICES MANAGER II
8993A	85	<u>133</u>	ADOPTIONS ASSISTANT
9085A	128	<u>131</u>	ASST REGIONAL ADMINISTRATOR,CFS
9086A	365	<u>379</u>	CHILDREN SERVICES ADMINISTRATOR I
9087A	94	<u>100</u>	CHILDREN SERVICES ADMINISTRATOR II
9088A	52	<u>55</u>	CHILDREN SERVICES ADMINISTRATOR III
9073A	4558	<u>4742</u>	CHILDREN'S SOCIAL WORKER III
1183A	45	<u>16</u>	CLERICAL ADMINISTRATOR,CHILD SERVS
1842A	21	<u>23</u>	DEPARTMENTAL PERSONNEL ASSISTANT
9181A	92	<u>94</u>	ELIGIBILITY SUPERVISOR
9179A	485	<u>496</u>	ELIGIBILITY WORKER II
8021A	16	<u>20</u>	HUMAN SERVICES ADMINISTRATOR I
8995A	224	<u>363</u>	HUMAN SERVICES AIDE
2591A	19	<u>23</u>	INFORMATION SYSTEMS ANALYST II
1138A	58	<u>77</u>	INTERMEDIATE CLERK
2221A	54	<u>57</u>	INTERMEDIATE SUPVG TYPIST-CLERK
2214A	972	<u>1014</u>	INTERMEDIATE TYPIST-CLERK
1848A	45	<u>16</u>	MANAGEMENT ANALYST
2526A	45	<u>18</u>	PRINCIPAL APPLICATION DEVELOPER
2594A	3	<u>5</u>	PRINCIPAL INFO SYSTEMS ANALYST
2344A	3	<u>4</u>	PROCUREMENT ASSISTANT I
2096A	159	<u>163</u>	SECRETARY III

2593A	13	<u>23</u>	SENIOR INFORMATION SYSTEMS ANALYST
2216A	267	<u>274</u>	SENIOR TYPIST-CLERK
2216N	7	<u>4</u>	SENIOR TYPIST-CLERK
9074A	894	<u>949</u>	SUPVG CHILDREN'S SOCIAL WORKER

SECTION 15. Section 6.55.010 (Child Support Services Department) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1869A</u>	<u>1</u>	<u>HEAD STAFF DEVELOPMENT SPECIALIST</u>
<u>0904A</u>	<u>1</u>	<u>MANAGEMENT ASSISTANT</u>
<u>1861A</u>	<u>3</u>	<u>STAFF DEVELOPMENT SPECIALIST</u>

SECTION 16. Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1615A	152 <u>147</u>	CHILD SUPPORT SPECIALIST III
2214A	196 <u>195</u>	INTERMEDIATE TYPIST-CLERK

SECTION 17. Section 6.58.010 (Aging and Disabilities Department) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0888N</u>	<u>1</u>	<u>ADMINISTRATIVE ASSISTANT II</u>
<u>4231N</u>	<u>1</u>	<u>SUPVG CONTRACT PROGRAM MONITOR</u>

SECTION 18. Section 6.58.010 (Aging and Disabilities Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0657N	2 <u>3</u>	ACCOUNTING OFFICER II
1848N	47 <u>18</u>	MANAGEMENT ANALYST

SECTION 19. Section 6.59.010 (Department of Economic Opportunity) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	9 <u>11</u>	ADMINISTRATIVE SERVICES MANAGER I
8021A	44 <u>12</u>	HUMAN SERVICES ADMINISTRATOR I

SECTION 20. Section 6.60.010 (Department of Consumer and Business Affairs)

is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0647A	5	<u>6</u>	ACCOUNTANT II
1664A	44	<u>48</u>	CONSUMER & BUSINESS AFFAIRS REP III
1668A	8	<u>9</u>	CONSUMER & BUSINESS AFFAIRS SUPERVISOR

SECTION 21. Section 6.64.010 (County Counsel) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9232A	36	<u>61</u>	PARALEGAL
9207A	227	<u>228</u>	SENIOR DEPUTY COUNTY COUNSEL

SECTION 22. Section 6.70.010 (District Attorney) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
<u>0736A</u>	<u>1</u>		<u>INVENTORY CONTROL ASSISTANT II</u>
<u>0978A</u>	<u>1</u>		<u>PROGRAM MANAGER II</u>

SECTION 23. Section 6.70.010 (District Attorney) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	40 <u>11</u>	ADMINISTRATIVE SERVICES MANAGER I
9272A	276 <u>277</u>	DEPUTY DISTRICT ATTORNEY II
9273A	354 <u>352</u>	DEPUTY DISTRICT ATTORNEY III
9274A	322 <u>323</u>	DEPUTY DISTRICT ATTORNEY IV
2160A	145 <u>146</u>	LEGAL OFFICE SUPPORT ASSISTANT I
9232A	89 <u>90</u>	PARALEGAL
9233A	6 <u>7</u>	SENIOR PARALEGAL
0907A	3 <u>4</u>	STAFF ASSISTANT I

SECTION 24. Section 6.76.010 (Fire Department - Executive) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0217A</u>	<u>1</u>	<u>ASSISTANT FIRE CHIEF</u>
<u>1848A</u>	<u>3</u>	<u>MANAGEMENT ANALYST</u>
<u>2102A</u>	<u>1</u>	<u>SENIOR SECRETARY III</u>

SECTION 25. Section 6.76.010 (Fire Department - Executive) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0205A	5 <u>6</u>	FIRE CAPTAIN(56 HOURS)

SECTION 26. Section 6.76.011 (Fire Department - Administrative) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1007A	4	ADMINISTRATIVE SERVICES DIV MGR
0205A	4	FIRE CAPTAIN(56 HOURS)
3039A	4	SAFETY OFFICER II
2101A	4	SENIOR SECRETARY II

SECTION 27. Section 6.76.011 (Fire Department - Administrative) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	29 <u>25</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	40 <u>7</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	3 <u>1</u>	ADMINISTRATIVE SERVICES MANAGER III
1842A	6 <u>5</u>	DEPARTMENTAL PERSONNEL ASSISTANT

2214A	15	<u>12</u>	INTERMEDIATE TYPIST-CLERK
1848A	20	<u>11</u>	MANAGEMENT ANALYST
1843A	40	<u>8</u>	SENIOR DEPARTMENTAL PERSONNEL ASST
2216A	12	<u>9</u>	SENIOR TYPIST-CLERK
8243F	5	<u>4</u>	STUDENT PROFESSIONAL WORKER I
8242F	6	<u>5</u>	STUDENT WORKER

SECTION 28. Section 6.76.013 (Fire Department - Lifeguard) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2925A	34 <u>35</u>	CAPTAIN,LIFEGUARD SERVICES,FIRE

SECTION 29. Section 6.76.014 (Fire Department - Operations) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0208A	90 <u>89</u>	BATTALION CHIEF(56 HOURS)
0205A	703 <u>700</u>	FIRE CAPTAIN(56 HOURS)

SECTION 30. Section 6.76.016 (Fire Department – Special Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2433A	86 <u>94</u>	FIRE DISPATCHER II

SECTION 31. Section 6.76.017 (Fire Department – Leadership and Professional Standards) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1842A</u>	<u>1</u>	<u>DEPARTMENTAL PERSONNEL ASSISTANT</u>
<u>2214A</u>	<u>3</u>	<u>INTERMEDIATE TYPIST-CLERK</u>
<u>3039A</u>	<u>1</u>	<u>SAFETY OFFICER II</u>
<u>1843A</u>	<u>2</u>	<u>SENIOR DEPARTMENTAL PERSONNEL ASST</u>
<u>8243F</u>	<u>1</u>	<u>STUDENT PROFESSIONAL WORKER I</u>

SECTION 32. Section 6.76.017 (Fire Department – Leadership and Professional Standards) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	2 <u>6</u>	ADMINISTRATIVE SERVICES MANAGER I

1003A	4	<u>4</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	2	<u>4</u>	ADMINISTRATIVE SERVICES MANAGER III
0208A	2	<u>3</u>	BATTALION CHIEF(56 HOURS)
0205A	14	<u>15</u>	FIRE CAPTAIN(56 HOURS)
1848A	4	<u>10</u>	MANAGEMENT ANALYST
2101A	2	<u>3</u>	SENIOR SECRETARY II
2216A	3	<u>6</u>	SENIOR TYPIST-CLERK
8242F	4	<u>5</u>	STUDENT WORKER

SECTION 33. Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4595A	25 <u>28</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
4595N	47 <u>48</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
4614N	66 <u>67</u>	CONTRACT PROGRAM AUDITOR
1763N	4 <u>3</u>	DATA SCIENTIST
1765N	4 <u>2</u>	DATA SCIENTIST SUPERVISOR
5672A	230 <u>229</u>	ENVIRONMENTAL HEALTH SPECIALIST III
0750N	4 <u>5</u>	FINANCIAL SPECIALIST IV
4848A	24 <u>25</u>	HEALTH EDUCATOR
4727N	38 <u>39</u>	HEALTH PROGRAM ANALYST I
4729N	48 <u>21</u>	HEALTH PROGRAM ANALYST II

4731A	44	<u>12</u>	HEALTH PROGRAM ANALYST III
4541N	7	<u>8</u>	HEALTH PROGRAM MANAGER I
1848N	25	<u>26</u>	MANAGEMENT ANALYST
2526N	7	<u>9</u>	PRINCIPAL APPLICATION DEVELOPER
5230N	157	<u>155</u>	PUBLIC HEALTH NURSE
2525N	4	<u>2</u>	SENIOR APPLICATION DEVELOPER
1764N	4	<u>2</u>	SENIOR DATA SCIENTIST
2551N	3	<u>4</u>	SENIOR OPERATING SYSTEMS ANALYST
4594A	24	<u>26</u>	SENIOR STAFF ANALYST,HEALTH
4593A	57	<u>54</u>	STAFF ANALYST,HEALTH
4593N	90	<u>95</u>	STAFF ANALYST,HEALTH

SECTION 34. Section 6.78.010 (Department of Health Services - Administration)

is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0648A	5 <u>6</u>	ACCOUNTANT III
0888A	13 <u>15</u>	ADMINISTRATIVE ASSISTANT II
1002A	69 <u>70</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	32 <u>33</u>	ADMINISTRATIVE SERVICES MANAGER II
4594A	39 <u>40</u>	SENIOR STAFF ANALYST,HEALTH

4593A ~~134~~ 140 STAFF ANALYST,HEALTH

SECTION 35. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5047A	22	<u>24</u>	PHYSICIAN ASSISTANT
5411M	112	<u>113</u>	PHYSICIAN,POST GRADUATE(2ND YEAR)
5411M	108	<u>109</u>	PHYSICIAN,POST GRADUATE(3RD YEAR)
5411M	82	<u>84</u>	PHYSICIAN,POST GRADUATE(4TH YEAR)
5476A	334	<u>334</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5476F	36	<u>35</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5751A	4	<u>2</u>	PODIATRIST

SECTION 36. Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2598A	2	<u>3</u>	INFORMATION TECHNOLOGY SUPERVISOR
2548A	3	<u>4</u>	IT TECHNICAL SUPPORT SUPERVISOR
5751A	4	<u>3</u>	PODIATRIST

2594A	2	<u>3</u>	PRINCIPAL INFO SYSTEMS ANALYST
2593A	15	<u>17</u>	SENIOR INFORMATION SYSTEMS ANALYST
2547A	44	<u>16</u>	SENIOR IT TECHNICAL SUPPORT ANALYST

SECTION 37. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5476A	207 <u>206</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5751A	3 <u>5</u>	PODIATRIST

SECTION 38. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0907A</u>	<u>1</u>	<u>STAFF ASSISTANT I</u>

SECTION 39. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9035A	153 <u>155</u>	PSYCHIATRIC SOCIAL WORKER II
4593A	9 <u>10</u>	STAFF ANALYST, HEALTH

SECTION 40. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5751A	4 <u>5</u>	PODIATRIST
5456A	32 <u>33</u>	SENIOR PHYSICIAN

SECTION 41. Section 6.78.100 (Department of Health Services – Community Programs) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0978A	1	PROGRAM MANAGER II

SECTION 42. Section 6.78.100 (Department of Health Services – Community Programs) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5090A</u>	<u>2</u>	<u>CLINIC LICENSED VOCATIONAL NURSE I</u>
<u>5330A</u>	<u>1</u>	<u>SUPERVISING CLINIC NURSE II</u>

SECTION 43. Section 6.78.100 (Department of Health Services – Community Programs) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4595A	50 <u>55</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
5463A	4 <u>2</u>	MEDICAL DIRECTOR I
9038A	3 <u>4</u>	MENTAL HEALTH CLINICAL SUPERVISOR
5121A	5 <u>7</u>	NURSE PRACTITIONER
5476A	13 <u>16</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
4629A	7 <u>8</u>	PROGRAM IMPLEMENTATION MANAGER,HS
9035A	20 <u>29</u>	PSYCHIATRIC SOCIAL WORKER II
5134A	34 <u>32</u>	REGISTERED NURSE II
5456A	2 <u>4</u>	SENIOR PHYSICIAN
4593A	79 <u>84</u>	STAFF ANALYST,HEALTH

0907A 48 20 STAFF ASSISTANT I

SECTION 44. Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1912A	72 <u>73</u>	HUMAN RESOURCES ANALYST III

SECTION 45. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1084A	4 <u>5</u>	ADMINISTRATIVE MANAGER XV,ISD(UC)
6704A	6 <u>5</u>	LOCKSMITH

SECTION 46. Section 6.86.010 (Department of Mental Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1002N</u>	<u>1</u>	<u>ADMINISTRATIVE SERVICES MANAGER I</u>
<u>4595N</u>	<u>4</u>	<u>ASSISTANT STAFF ANALYST,HLTH SERV</u>
<u>6043A</u>	<u>1</u>	<u>AUTOMOTIVE EQUIPMENT COORDINATOR</u>
<u>4727N</u>	<u>1</u>	<u>HEALTH PROGRAM ANALYST I</u>

<u>4729N</u>	<u>9</u>	<u>HEALTH PROGRAM ANALYST II</u>
<u>1848N</u>	<u>4</u>	<u>MANAGEMENT ANALYST</u>
<u>4594N</u>	<u>3</u>	<u>SENIOR STAFF ANALYST,HEALTH</u>
<u>4593N</u>	<u>5</u>	<u>STAFF ANALYST,HEALTH</u>

SECTION 47. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
6040A	4	<u>7</u>	AUTOMOTIVE MAINTENANCE ASSISTANT
5064A	16	<u>17</u>	CLINIC DRIVER
5513A	14	<u>14</u>	CLINICAL PHARMACIST
8697A	277	<u>275</u>	CLINICAL PSYCHOLOGIST II
8103A	714	<u>727</u>	COMMUNITY HEALTH WORKER
1417A	2	<u>4</u>	HEALTH INFORMATION TECHNICIAN
4727A	64	<u>66</u>	HEALTH PROGRAM ANALYST I
4729A	74	<u>79</u>	HEALTH PROGRAM ANALYST II
4731A	30	<u>32</u>	HEALTH PROGRAM ANALYST III
4731N	4	<u>2</u>	HEALTH PROGRAM ANALYST III
2214A	495	<u>498</u>	INTERMEDIATE TYPIST-CLERK
2214N	4	<u>5</u>	INTERMEDIATE TYPIST-CLERK
1848A	49	<u>50</u>	MANAGEMENT ANALYST
9002A	342	<u>361</u>	MEDICAL CASE WORKER II

9038A	322	<u>329</u>	MENTAL HEALTH CLINICAL SUPERVISOR
5278A	185	<u>192</u>	MENTAL HEALTH COUNSELOR,RN
4740A	40	<u>39</u>	MENTAL HLTH PROGRAM MANAGER I
4740N	2	<u>3</u>	MENTAL HLTH PROGRAM MANAGER I
4741A	66	<u>67</u>	MENTAL HLTH PROGRAM MANAGER II
4742A	34	<u>35</u>	MENTAL HLTH PROGRAM MANAGER III
4735A	245	<u>249</u>	MENTAL HEALTH PSYCHIATRIST
8148A	53	<u>52</u>	MENTAL HEALTH SERVICES COORD I
8149A	60	<u>59</u>	MENTAL HEALTH SERVICES COORD II
5121A	57	<u>65</u>	NURSE PRACTITIONER
9193A	92	<u>102</u>	PATIENT FINANCIAL SERVS WORKER
9035A	1423	<u>1447</u>	PSYCHIATRIC SOCIAL WORKER II
2096A	77	<u>78</u>	SECRETARY III
2102A	56	<u>57</u>	SENIOR SECRETARY III
2216A	126	<u>127</u>	SENIOR TYPIST-CLERK
0907N	4	<u>3</u>	STAFF ASSISTANT I
0913A	47	<u>50</u>	STAFF ASSISTANT II
5884A	59	<u>71</u>	SUBSTANCE ABUSE COUNSELOR
4737A	34	<u>33</u>	SUPVG MENTAL HEALTH PSYCHIATRIST

SECTION 48. Section 6.88.010 (Department of Military and Veterans Affairs) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1607A</u>	<u>1</u>	<u>PUBLIC INFORMATION ASSOCIATE</u>

SECTION 49. Section 6.88.010 (Department of Military and Veterans Affairs) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1848A	2 <u>3</u>	MANAGEMENT ANALYST
8142A	4 <u>8</u>	VETERANS CLAIMS ASSISTANT III

SECTION 50. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	46 <u>17</u>	ADMINISTRATIVE SERVICES MANAGER II
8767A	7 <u>8</u>	ASST DIR,PARKS & RECREATION(UC)
0354A	99 <u>101</u>	GROUPS MAINTENANCE WORKER II
8737F	226 <u>225</u>	LOCKER ROOM ATTENDANT
2109A	7 <u>8</u>	MANAGEMENT SECRETARY III
9333F	484 <u>231</u>	PARK AIDE,NC

2966H	74	<u>105</u>	POOL MANAGER
8796A	108	<u>131</u>	RECREATION SERVICES LEADER
8796H	569	<u>621</u>	RECREATION SERVICES LEADER
8798A	74	<u>72</u>	RECREATION SERVICES SUPERVISOR
2965H	90	<u>89</u>	SENIOR POOL LIFEGUARD

SECTION 51. Section 6.100.010 (Probation Department – Support Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6704A</u>	<u>1</u>	<u>LOCKSMITH</u>
<u>2746F</u>	<u>55</u>	<u>SAFETY AND SECURITY SPECIALIST</u>

SECTION 52. Section 6.100.010 (Probation Department – Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8024A	4 <u>3</u>	CAMP SERVICES MANAGER
6396A	3 <u>7</u>	COOK
8595A	28 <u>26</u>	CREW INSTRUCTOR
8607A	29 <u>28</u>	DEPUTY PROBATION OFFICER II, FIELD
6766A	7 <u>5</u>	INSTITUTIONAL LABORER
6416A	2 <u>6</u>	INTERMEDIATE FOOD SERVICE WORKER

6613A	2	<u>1</u>	SENIOR EQUIPMENT MAINTENANCE WORKER
6622A	34	<u>31</u>	SENIOR GENERAL MAINTENANCE WORKER

SECTION 53. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8633A	2 <u>3</u>	BUREAU CHIEF, PROBATION
8648A	3 <u>4</u>	SPECIAL ASSISTANT, PROBATION

SECTION 54. Section 6.102.010 (Justice, Care and Opportunities Department) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0847A	4	SENIOR MANAGER, CEO(UC)

SECTION 55. Section 6.102.010 (Justice, Care and Opportunities Department) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2521A</u>	<u>1</u>	<u>APPLICATION DEVELOPER II</u>
<u>3073L</u>	<u>1</u>	<u>DIR, JUSTICE, CARE & OPP DEPT(UC)</u>
<u>0666A</u>	<u>1</u>	<u>SENIOR ACCOUNTING SYSTEMS TECHNICIAN</u>

SECTION 56. Section 6.102.010 (Justice, Care and Opportunities Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	40 <u>12</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	5 <u>7</u>	ADMINISTRATIVE SERVICES MANAGER II

SECTION 57. Section 6.104.010 (Public Defender - Administration) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1881A</u>	<u>1</u>	<u>DEPARTMENTAL CIVIL SERVICE REP</u>
<u>9248N</u>	<u>2</u>	<u>DEPUTY PUBLIC DEFENDER II</u>

SECTION 58. Section 6.104.010 (Public Defender - Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9248A	242 <u>240</u>	DEPUTY PUBLIC DEFENDER II
9251A	329 <u>333</u>	DEPUTY PUBLIC DEFENDER III
9251N	20 <u>24</u>	DEPUTY PUBLIC DEFENDER III
9252A	419 <u>121</u>	DEPUTY PUBLIC DEFENDER IV
9253N	2 <u>3</u>	HEAD DEPUTY PUBLIC DEFENDER

1848A	7	<u>9</u>	MANAGEMENT ANALYST
1848N	4	<u>2</u>	MANAGEMENT ANALYST
9232A	33	<u>37</u>	PARALEGAL
9232N	14	<u>16</u>	PARALEGAL
9035A	30	<u>43</u>	PSYCHIATRIC SOCIAL WORKER II
9035N	13	<u>14</u>	PSYCHIATRIC SOCIAL WORKER II

SECTION 59. Section 6.104.011 (Public Defender – Indigent Defense Counsel Office) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9251N</u>	<u>1</u>	<u>DEPUTY PUBLIC DEFENDER III</u>
<u>2161N</u>	<u>4</u>	<u>LEGAL OFFICE SUPPORT ASSISTANT II</u>

SECTION 60. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	155	<u>154</u> ADMINISTRATIVE SERVICES MANAGER I
8021A	304	<u>303</u> HUMAN SERVICES ADMINISTRATOR I
8022A	82	<u>83</u> HUMAN SERVICES ADMINISTRATOR II
8023A	73	<u>74</u> HUMAN SERVICES ADMINISTRATOR III

2591A	59	<u>55</u>	INFORMATION SYSTEMS ANALYST II
7980A	242	<u>244</u>	PROGRAM ASSISTANT,PSS
2593A	44	<u>43</u>	SENIOR INFORMATION SYSTEMS ANALYST

SECTION 61. Section 6.109.010 (Department of Public Works) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2673A	4	DATA CONVERSION EQUIP OPERATOR II

SECTION 62. Section 6.109.010 (Department of Public Works) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1764A</u>	<u>1</u>	<u>SENIOR DATA SCIENTIST</u>

SECTION 63. Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	20	<u>21</u> ADMINISTRATIVE SERVICES MANAGER II
2521A	8	<u>7</u> APPLICATION DEVELOPER II
3433A	303	<u>306</u> ASSOCIATE CIVIL ENGINEER
3435A	146	<u>148</u> CIVIL ENGINEER

4227A	15	<u>17</u>	CONTRACT MONITOR
2569A	6	<u>7</u>	INFORMATION TECHNOLOGY SPECIALIST I
7437A	7	<u>8</u>	POWER EQUIPMENT TECH SUPERVISOR
0978A	19	<u>20</u>	PROGRAM MANAGER II
5922A	70	<u>69</u>	PUBLIC WORKS LABORER
5923A	352	<u>347</u>	PUBLIC WORKS MAINTENANCE WORKER
3660A	36	<u>35</u>	SENIOR CIVIL ENGINEERING TECHNICIAN
4414A	4	<u>6</u>	SENIOR GEOGRAPHIC INFO SYST ANALYST
4217A	3	<u>4</u>	SUPVG WASTE CONTROL ENGRG INSP I

SECTION 64. Section 6.112.010 (Department of Regional Planning) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4435A	28 <u>29</u>	PRINCIPAL REGIONAL PLANNER
4431A	35 <u>40</u>	SENIOR REGIONAL PLANNER

SECTION 65. Section 6.120.010 (Sheriff - Administration) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1003N</u>	<u>1</u>	<u>ADMINISTRATIVE SERVICES MANAGER II</u>
<u>9214A</u>	<u>1</u>	<u>DIR,OFFICE OF CONSTL POLICING(UC)</u>

<u>0227A</u>	<u>1</u>	<u>HEALTH PROGRAM COORD,PUB SAFETY</u>
<u>1847N</u>	<u>3</u>	<u>SR EMPLOYEE SERVICES REP,SHERIFF</u>

SECTION 66. Section 6.120.010 (Sheriff - Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0648A	45 <u>16</u>	ACCOUNTANT III
1002A	47 <u>48</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	24 <u>23</u>	ADMINISTRATIVE SERVICES MANAGER II
0996A	7 <u>8</u>	ASST DIR,BUREAU OPERATIONS,SHERIFF
2721A	6 <u>7</u>	CAPTAIN
2723A	3 <u>4</u>	COMMANDER
2708A	102 <u>121</u>	DEPUTY SHERIFF
2708N	40 <u>11</u>	DEPUTY SHERIFF
1065A	2 <u>1</u>	DIVISION DIRECTOR,SHERIFF
2303A	16 <u>17</u>	EVIDENCE & PROP CUSTODIAN III,SHER
1138A	23 <u>22</u>	INTERMEDIATE CLERK
2214A	35 <u>39</u>	INTERMEDIATE TYPIST-CLERK
2745A	47 <u>18</u>	LAW ENFORCEMENT TECHNICIAN
2719A	23 <u>30</u>	LIEUTENANT
2111A	2 <u>3</u>	MANAGEMENT SECRETARY V

1228A	40	<u>15</u>	OPERATIONS ASSISTANT I,SHERIFF
1229A	15	<u>33</u>	OPERATIONS ASSISTANT II,SHERIFF
1230A	30	<u>44</u>	OPERATIONS ASSISTANT III,SHERIFF
2098A	7	<u>8</u>	SECRETARY V
2104A	3	<u>4</u>	SENIOR SECRETARY V
2216A	9	<u>17</u>	SENIOR TYPIST-CLERK
2717A	62	<u>82</u>	SERGEANT
8242F	90	<u>5</u>	STUDENT WORKER
2304A	2	<u>3</u>	SUPVG EVIDENCE & PROPERTY CUST,SHER

SECTION 67. Section 6.120.012 (Sheriff - Custody) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1230N</u>	<u>1</u>	<u>OPERATIONS ASSISTANT III,SHERIFF</u>

SECTION 68. Section 6.120.012 (Sheriff - Custody) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0996A	3	<u>2</u> ASST DIR,BUREAU OPERATIONS,SHERIFF
2749N	40	<u>55</u> CUSTODY ASSISTANT,SHERIFF
2717N	5	<u>6</u> SERGEANT

SECTION 69. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	563 <u>568</u>	DEPUTY SHERIFF
2717A	136 <u>137</u>	SERGEANT
2717N	9 <u>10</u>	SERGEANT
1133A	35 <u>36</u>	SHERIFF STATION CLERK II

SECTION 70. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6778A	4	CUSTODIAN SUPERVISOR
0227A	4	HEALTH PROGRAM COORD, PUB SAFETY
2214H	4	INTERMEDIATE TYPIST-CLERK
2096A	4	SECRETARY III
1133A	4	SHERIFF STATION CLERK II

SECTION 71. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8701N</u>	<u>1</u>	<u>INDUSTRIAL/ORG CONSULTANT,SHERIFF</u>
<u>8700N</u>	<u>2</u>	<u>LAW ENFORCEMENT PSYCHOLOGIST,SHER</u>

SECTION 72. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	40 <u>9</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	5 <u>3</u>	ADMINISTRATIVE SERVICES MANAGER II
2721A	9 <u>8</u>	CAPTAIN
2723A	4 <u>3</u>	COMMANDER
2708A	255 <u>235</u>	DEPUTY SHERIFF
2708N	9 <u>8</u>	DEPUTY SHERIFF
6619A	64 <u>60</u>	GENERAL MAINTENANCE WORKER
2546A	16 <u>17</u>	IT TECHNICAL SUPPORT ANALYST II
1138A	9 <u>8</u>	INTERMEDIATE CLERK
2214A	40 <u>35</u>	INTERMEDIATE TYPIST-CLERK
2745A	45 <u>42</u>	LAW ENFORCEMENT TECHNICIAN
2719A	36 <u>32</u>	LIEUTENANT

1228A	44	<u>39</u>	OPERATIONS ASSISTANT I,SHERIFF
1229A	55	<u>38</u>	OPERATIONS ASSISTANT II,SHERIFF
1230A	44	<u>27</u>	OPERATIONS ASSISTANT III,SHERIFF
2098A	9	<u>8</u>	SECRETARY V
2104A	3	<u>2</u>	SENIOR SECRETARY V
2216A	22	<u>17</u>	SENIOR TYPIST-CLERK
2717A	132	<u>116</u>	SERGEANT
2717N	4	<u>3</u>	SERGEANT
8242F	42	<u>11</u>	STUDENT WORKER

SECTION 73. Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	290 <u>286</u>	DEPUTY SHERIFF
2717A	98 <u>97</u>	SERGEANT

SECTION 74. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	3663 <u>3664</u>	DEPUTY SHERIFF
2719A	477 <u>175</u>	LIEUTENANT

1229A	38	<u>37</u>	OPERATIONS ASSISTANT II,SHERIFF
1230A	40	<u>9</u>	OPERATIONS ASSISTANT III,SHERIFF
2828A	144	<u>126</u>	SECURITY OFFICER,SHERIFF
2216A	6	<u>4</u>	SENIOR TYPIST-CLERK
2717A	636	<u>633</u>	SERGEANT
1133A	290	<u>291</u>	SHERIFF STATION CLERK II
8242F	27	<u>31</u>	STUDENT WORKER

SECTION 75. Section 6.123.010 (Department of Youth Development) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4007A	4	ADMINISTRATIVE SERVICES DIV MGR

SECTION 76. Section 6.123.010 (Department of Youth Development) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8314A</u>	<u>1</u>	<u>CHF DEP DIR,DEPT OF YOUTH DEV(UC)</u>
<u>1608A</u>	<u>1</u>	<u>PUBLIC INFORMATION SPECIALIST</u>

SECTION 77. Section 6.123.010 (Department of Youth Development) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0907A	2	<u>3</u>	STAFF ASSISTANT I
8298A	4	<u>7</u>	YOUTH DEVELOPMENT AMBASSADOR
8305A	2	<u>3</u>	YOUTH DEVELOPMENT MANAGER
8299A	22	<u>25</u>	YOUTH DEVELOPMENT SPECIALIST
8302A	4	<u>6</u>	YOUTH DEVELOPMENT SUPERVISOR

SECTION 78. Pursuant to Government Code section 25123(f), this ordinance shall take effect immediately upon final passage.

[FY23-24SUPPBUDGASCEO]

**COUNTY OF LOS ANGELES
POSITION DESCRIPTION**

ITEM NUMBER: 1035

TITLE: EXECUTIVE DIRECTOR, LGBTQ+ COMMISSION, UC (R12)

DEFINITION: The one position allocable to this class has responsibility, under the direction of the Assistant Executive Officer, for the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Commission, for providing administrative and technical support and services in carrying out the commission's functions of reviewing, recommending, and proposing policies, budgets, programs, legislation, and practices affecting LGBTQ+ community. This position will be responsible for directing support staff in all administrative matters of the Commission.

EXAMPLES OF DUTIES:

Review existing policies, make recommendations, and propose new policies that impact LGBTQ+ communities.

Review existing budgets, propose new budgets, and develop budgetary processes that relate to LGBTQ+ communities.

Develop and recommend programs and trainings for County employees and contractors to promote inclusivity for LGBTQ+ communities.

Advocate for relevant legislation that protects the rights and overall well-being of LGBTQ+ communities.

Assess current practices and protocols that impact LGBTQ+ communities to the Board and County Departments.

Provide an annual report to the Board and community apprising of the LGBTQ+ activities and accomplishments during the year on the state of County services, programs, and resources impacting the LGBTQ+ communities.

Engage consistently with LGBTQ+ communities and key stakeholders in LA County to review outcomes, gather input, and evaluate the quality and accessibility of services and resources provided to LGBTQ+ communities.

Serve as the liaison for strategic collaboration between the commission, County Departments, and other relevant stakeholders to make recommendations for improvement.

Administer the Commission's meetings in collaboration with the Commissioners and ensures compliance with the Brown Act and Robert's Rules of Order, where applicable.

EXECUTIVE DIRECTOR, LGBTQ+ COMMISSION

Page 2 POSITION DESCRIPTION

Direct the preparation of the Commission's agenda and associated materials.

Plan, organize, assign, and evaluate the work of staff responsible for providing administrative support to the Commission.

MINIMUM REQUIREMENTS:

Training and Experience:

A Bachelor's degree in Social Sciences, Social Work, Human Services, Public Administration, Law, or a closely related field -AND- Four years of professional experience in the field of human rights, social justice, or LGBTQ+ advocacy, one year of which must have been in a supervisory capacity performing work related to human rights, social justice, or LGBTQ+ issues, including developing programs, policies, and procedures; administering budgets; and/or analyzing and making recommendations regarding pending legislation.

DESIRABLE QUALIFICATIONS:

A Master's degree in Social Sciences, Social Work, Human Services, Public Administration, Law, or a closely related field from an accredited college.

Demonstrated experience advocating for the rights and well-being of LGBTQ+ individuals, promoting inclusivity, diversity, equity and belonging.

Experience with establishing and maintaining relationships with public, private, community-based stakeholders, LGBTQ+ organizations, and other relevant bodies.

Strong written and oral communication skills, with an ability to listen to a variety of viewpoints openly.

Demonstrated knowledge and understanding of LGBTQ+ issues, including the challenges and needs of LGBTQ+ individuals, and success working with a diverse population.

Lived experience as an LGBTQ+ individual.

LICENSE: A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

Date approved:

COUNTY OF LOS ANGELES POSITION DESCRIPTION

ITEM NUMBER: 0841

APPROVED DATE:

TITLE: EXECUTIVE DIRECTOR, POVERTY ALLEVIATION INITIATIVE (UC)

DEFINITION:

Directs the County's efforts in alleviating poverty and creating an effective, just, and equitable Los Angeles County.

STANDARDS:

This unclassified position is responsible for providing executive leadership and strategic direction to the *Poverty Alleviation Initiative (PAI)*.

EXAMPLE OF DUTIES:

Oversees and directs the overall administration and operations of the PAI, which includes directing the activities of subordinate staff members on daily operations, work methods, policy interpretations, and problem cases.

Directs the implementation and project management of the PAI's Strategic Framework for Alleviating Poverty in Los Angeles County.

Directs the administration of the Board directives and other projects assigned to the PAI. Develops and implements policies and procedures for the PAI.

Establishes strategic partnerships with a variety of officials, County departments, jurisdictions, community-based organizations, advocates, commissioners, constituents, and other stakeholders on matters related to poverty alleviation.

Coordinates the work of the PAI with that of other initiatives, divisions, and departments.

Directs the preparation of correspondence, reports, and studies related to the work of the PAI.

Responsible for the management and control of contracts and expenditures for the PAI's budget.

Tracks key issues, policies, legislation, initiatives, and stakeholder interests that impact the work of the PAI.

MINIMUM REQUIREMENTS:

Graduation from an accredited college or university with a Bachelor's degree -AND- six years of highly responsible experience in directing the analysis of complex problems, project management, organization, systems and procedures, or other governmental programs with focus on human services.

LICENSE: A valid California Class "C" Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS: "2" - Light.

DESIRABLE EXPERIENCE/QUALIFICATIONS:

Experience managing multidisciplinary collaboratives in developing and implementing specialized projects and initiatives in a public agency.

Deep understanding of federal, state, and county government structures and functions, and their programs and services.

Proven ability to creatively tackle complex problems, handle highly sensitive issues, and bridge political differences.

Proven ability to manage multiple and conflicting priorities using a consensus process.

An advanced degree in any relevant field.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/6/2023	
BOARD MEETING DATE	12/19/2023	
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)	Registrar-Recorder/County Clerk (RR/CC)	
SUBJECT	REQUEST APPROVAL OF CONTRACT #23-019 WITH EXTRACT SYSTEMS FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES	
PROGRAM		
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		
COST & FUNDING	<div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> <p>Total cost: \$8,621,134.74. This includes an estimated \$7,837,395.22 for an initial period of five (5) years, with two (2) additional one-year periods and six (6) month-to-month extensions, and \$783,739.52 (10 percent) to account for unforeseen increases provided that approval to do so is obtained from both the CEO and County Counsel.</p> </div> <div style="width: 30%;"> <p>Funding source: The revenue collected is budgeted in a special revenue fund with all related program expenses charged to this fund. In the event that there are insufficient funds to cover program costs, The Department would scale back throughput or identify processes that can be charged to the Recorder Micrographics special revenue fund to supplement the difference.</p> </div> </div>	
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The purpose of this contract is to procure and implement a system and processes to support the implementation of Assembly Bill 1466, which went into effect on January 1, 2022, and amended Government Code section 12956.1, thereby requiring County Recorders to address and remove discriminatory language in historical documents.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Restrictive Covenants (RC) are clauses in original recorded documents that contain unlawful restrictions based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information.</p> <p>As it relates to this Restrictive Covenant Modification (RCM) project, the Department will work with the contractor to implement a system for reviewing all documents recorded in Los Angeles County from the 1850s to the present to identify and redact these RCs. Under this law, redaction includes the process of rerecording a document that originally contained unlawful restrictive language but, when presented to the recorder for rerecording, no longer contains the unlawful language or the unlawful language is masked so that it is not readable or visible.</p> <p>The Department does not know for certain which documents may contain restrictive language and intends to search its archive in its entirety (approximately 450 million pages). All document types are planned to be reviewed starting with the most recent documents that are already imaged and working backwards to 1850 until completion.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This program supports the County's Racial Equity Strategic Plan/Anti-Racism, Diversity, and Inclusion (ARDI) Initiative by addressing discriminatory language on previously recording documents that are currently part of the public record. This program addresses historical factors (e.g., spatial and racial disparities and inequities) that helped produce racial disparities and presents a vision for a new reality in the County.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jerome Jordan, Assistant Registrar-Recorder/County Clerk, Administration, (562) 462-2652, jjordan@rrcc.lacounty.gov Monique Blakely, Assistant Registrar-Recorder/County Clerk, Recorder, (562) 462-2073, mblakely@rrcc.lacounty.gov	



**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 19, 2023

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

Dear Supervisors:

**REQUEST APPROVAL OF CONTRACT #23-019
WITH EXTRACT SYSTEMS FOR
RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval to execute Contract #23-019 with Extract Systems (Contractor) to provide Restrictive Covenant Modification Program Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve a Contract with Contractor substantially similar to Attachment 1, to provide Restrictive Covenant Modification Program Services, for an initial period of five (5) years, with two (2) additional one-year periods and six (6) month-to-month extensions, for a total maximum Contract term of seven (7) years and six (6) months, for a total Contract sum of \$7,837,395.22 which includes both the initial term and all optional and extension terms.
2. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC), or designee, to prepare and execute future amendments to extend the initial five (5) year Contract for two (2) one-year options and six (6) month-to-month extensions.
3. Delegate authority to the RR/CC, or designee, to prepare and execute future amendments to the Contract as needed to (1) reflect changes resulting from new legislation or changes to County Policy Terms and Conditions; (2) reflect changes in

State and County legislation; or (3) modify the Statement of Work to meet operational needs based on County Counsel advisement.

4. Delegate authority to the RR/CC, or designee, to execute changes to the estimated contract amount up to an additional ten percent (10%), or \$783,739.52, of the maximum Contract amount, to account for any unforeseen increases provided Chief Executive Office (CEO) and County Counsel approval is obtained.
5. Delegate authority to the RR/CC, or designee, to terminate the contract provided County Counsel approval is obtained.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this contract is to procure and implement a system and processes to support the implementation of Assembly Bill (AB) 1466, which went into effect on January 1, 2022, and amended Government Code section 12956.1, thereby requiring County Records to address and remove discriminatory language in historical documents. Restrictive Covenants (RC) are clauses in original recorded documents that contain unlawful restrictions based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information.

As it relates to this Restrictive Covenant Modification (RCM) project, the Department will work with the Contractor to implement a system for reviewing all documents recorded in Los Angeles County from the 1850s to the present in order to identify and redact these RCs. Under this law, redaction includes the process of rerecording a document that originally contained unlawful restrictive language but, when presented to the recorder for rerecording, no longer contains the unlawful language or the unlawful language is masked so that it is not readable or visible.

The Department does not know for certain which documents may contain restrictive language and intends to search its archive in its entirety (approximately 450,000,000 pages). All document types are planned to be reviewed starting with the most recent documents that are already imaged and working backwards to 1850 until completion.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Service Excellence: Provide the public with effective delivery of services within the County by implementing integrated services to comply with legislative mandates contained in recorded documents available for public viewing while effectively managing existing resources. This program will be funded pursuant to AB 1466 by authorization from the County's Board of Supervisors, which was granted April 1, 2022, in accordance with applicable constitutional requirements, which authorizes a county

recorder to impose a fee of \$2 to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded for the purpose of funding the restrictive covenant programs established under these provisions. Doing so will allow the County to comply with new and/or revised State statutes and provide enhanced services at no additional cost to the County.

Racial Equity Strategic Plan/Anti-Racism, Diversity, and Inclusion (ARDI) Initiative

This program supports the County's Racial Equity Strategic Plan/Anti-Racism, Diversity, and Inclusion (ARDI) Initiative by addressing discriminatory language on previously recorded documents which are currently part of the public record. This program addresses historical factors (e.g., spatial and racial disparities and inequities) that helped produce racial disparities and presents a vision for a new reality in the County.

FISCAL IMPACT / FINANCING

The total contract sum is \$8,621,134.74. This includes \$7,837,395.22 for the initial term and all option terms, and \$783,739.52 (10 percent) to account for unforeseen increases provided that approval to do so is obtained from both the CEO and County Counsel.

The AB 1466 program is fully funded by a \$2.00 recording fee for current documents submitted to the Department and does not require net County cost. The Department anticipates collecting approximately \$2,500,000 per fiscal year, along with projected revenue in the current fiscal year, for the period of 2024 through 2031. The revenue collected is budgeted in a special revenue fund with all related program expenses charged to this fund. In the event that there are insufficient funds to cover program costs, the Department would scale back throughput or identify processes that can be charged to the Recorder Micrographics special revenue fund to supplement the difference.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

Per AB 1466, and Government Code Section 12956.3, county recorders shall establish a restrictive covenant program to assist in the redaction of unlawfully restrictive covenants. This program shall include the following: review of all records for unlawfully restrictive language, County Counsel approval of unlawfully restrictive language prior to redaction and rerecording, the maintenance of each original nonredacted record for public request needs, and periodic status reports of progress.

Pursuant to authorization received from the Board of Supervisors March 1, 2022, per GC 27388.2, and in accordance with applicable constitutional requirements, the county recorder began imposing a fee of two dollars (\$2.00) to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, for the purpose of funding the restrictive covenant modification program established under these provisions. The bill exempts certain documents from the fee established pursuant to these provisions and would prohibit a county recorder from charging the \$2.00 fee after December 31, 2027, unless the fee is reauthorized by the Board of Supervisors for a maximum of five (5) additional years. A Special Revenue Fund

B33 has been created for the purpose of tracking and collecting the above fee. The Department started collecting this fee on April 1, 2022, after approval from your Board and thirty (30) days initial notice given to the general public.

The Contract contains County standard provisions regarding Contractor obligations and compliance with all Board of Supervisors and CEO requirements.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) was consulted with regard to the information technology (IT) components of this request. The OCIO determined this recommended action includes new IT items that necessitate a formal CIO Analysis (Attachment 2).

The contract contains Board required provisions including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Duty Ordinance, and Child Support Compliance Programs. In addition, the Contractor is required to notify the County when the contract term is within six (6) months from expiration and when seventy-five percent (75%) of the authorized Contract amount has been expended.

CONTRACTING PROCESS

The Department issued a Request for Proposals (RFP) #22-001 on October 11, 2022, on the County's "Doing Business with the County" website for proposals from firms that provide Restrictive Covenant Modification Program Services. Additionally, solicitation letters were sent to viable service providers found via market scan and Internet search. The Proposers' Conference was held online on October 19, 2022 and attended by thirteen (13) vendors.

Advertisements were published with the following newspapers that cover all five Board Districts: Los Angeles Times, Los Angeles Daily News, and Whittier Daily News. The RFP was also placed on social media via the Department's Facebook and Twitter accounts. The Department received submissions from seven proposers. Four submissions were disqualified as a result of either incomplete submissions or extensive exceptions to Contract terms and conditions which were material enough to deem the proposal non-responsive. Disqualification reviews were requested by two proposers, which were conducted by the Department. The Department found no merit in either of the requests for review.

The three-phase evaluation process analyzed each proposer's ability to meet the minimum requirements, their business and cost proposals, and their respective finalist presentations, resulting in the Contractor's proposal being chosen as the top ranked, highest scored proposal. Therefore, this proposer is now recommended as the Contractor for this Contract. Debriefs were held with two Proposers. At the time of filing, there were no further protests as a result of this solicitation.

The CEO has reviewed and recommends approval of this Board Letter. County Counsel has reviewed this Board letter and approved it as to form. CEO Risk Management Branch has also reviewed and approved the insurance and indemnification provisions as to form.

IMPACT ON CURRENT SERVICES

Approval of Contract #23-019 with the Contractor will ensure the County's compliance with the new State law and also enable the Department to develop and implement the requirements of AB 1466 through its newly established restrictive covenant modification program.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed By:
PETER LOO
Acting Chief Information Officer

DCL:JG:AB
MB:JP:JS
VW:jw

Attachments

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



CONTRACT #23-019

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

EXTRACT SYSTEMS

FOR

**RESTRICTIVE COVENANT MODIFICATION
PROGRAM SERVICES**

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
 - F2-IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
 - F3-IT Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- G** Safely Surrendered Baby Law
- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Information Security and Privacy Requirements
- L** Definitions
- M** Debarment Certification

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
EXTRACT SYSTEMS
FOR
RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and Extract Systems, hereinafter referred to as "Contractor". Contractor is located at 8517 Excelsior Drive, Madison, Wisconsin 53717.

RECITALS

WHEREAS, the County, through its Registrar-Recorder/County Clerk (RR/CC) is authorized under California Government Code section 12956.3 to establish a restrictive covenant program to assist in the redaction of unlawfully restrictive covenants in violation of Government Code section 12955(l). In addition, the County is authorized under Government Code section 31000 to contract with private businesses for special services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Restrictive Covenant Modification Program Services; and

WHEREAS, the Contractor warrants that it possesses the necessary special skills, experience, knowledge, technical competence, and sufficient staffing to perform under this Contract; and

WHEREAS, the Contractor has submitted a proposal to the County's Registrar-Recorder/County Clerk (Department) for Restrictive Covenant Modification Program Services ("Services"), and as a result of a solicitation conducted using the Request For Proposal (RFP) process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the County desires that Contractor provide, and Contractor agrees to provide the Services for the Department in accordance with the terms and conditions set forth in this Contract; and

WHEREAS, the Board has authorized the Department to administer this Contract;

NOW THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein), and the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A through M 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 the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution (Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K	Information Security and Privacy Requirements
Exhibit L	Definitions
Exhibit M	Debarment Certification

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

2 DEFINITIONS

- 2.1** All capitalized terms, words and phrases shall have the meaning given in Exhibit L (Definitions) whenever used in this Request for Proposals (RFP), including the body of the RFP, Contract, including the body of the Contract and Statements of Work, Attachments, Appendices, and Schedules hereto. Capitalized terms not otherwise defined in Exhibit L (Definitions) shall have the meanings ascribed to them in the document in which they appear. In the event there is a conflict between how a term is defined in Exhibit L (Definitions) and any other portion of the RFP or Contract, the order of precedence for understanding the meaning of that term shall be as follows: (a) how that term is defined in this Exhibit L (Definitions), (b) how that term is defined in the body of the RFP or Contract, (c) how that term is defined in the Statement of Work, and (d) how that term is defined in the other Exhibits,

Appendices, Attachments, or Schedules pursuant to Section 1 (Applicable Documents). Unless otherwise specified in Exhibit L (Definitions), all references in Exhibit L (Definitions) to Sections shall refer to the respective Sections of the body of the Contract (rather than the Exhibits or Appendices thereto).

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be for five (5) years commencing upon execution by the Parties after approval by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Department Head or designee as authorized by the Board of Supervisors.

The County maintains a database that tracks/monitors the Contractor's performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The "Contract Sum" under this Contract shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services, and other Work specified

under this Contract. The Contract Sum for this Contract, including all applicable taxes, authorized by County hereunder is seven million eight hundred thirty-seven thousand three hundred and ninety-five dollars and twenty-two cents (\$7,837,395.22) as specified in Exhibit B (Pricing Schedule).

- 5.1.2 The fees and other applicable rates for the Term of the Contract are set forth in Exhibit B (Pricing Schedule). Contractor's fees shall remain firm and fixed prices for the Term of the Contract. The RR/CC, or designee, at their sole discretion, may increase the Contract Sum up to a maximum of ten percent (10%) of the Contract Sum or seven hundred eighty-three thousand seven hundred thirty-nine dollars and fifty-two cents (\$783,739.52) over the Term of the Contract, including any extensions thereof.
- 5.1.3 In addition to any other Contract modification requirements under the Contract, an Amendment to the Contract Sum shall be prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.
- 5.1.4 The maximum Contract Sum shall not exceed eight million six hundred twenty-one thousand one hundred thirty-four dollars and seventy-four cents (\$8,621,134.74).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) 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 Contract. The Contractor's payments will be as provided in Exhibit B (Pricing 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.
- 5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract must be submitted electronically (via email) to the County, or if by mail, in two (2) copies to the following address:

Department of Registrar-Recorder/County Clerk
 Financial Services Section
 12400 Imperial Highway
 Room 7213
 Norwalk, CA 90650
 E-mail: accountspayable@rrcc.lacounty.gov

5.5.6 County Approval of Invoices

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

5.5.7 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 fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Holdbacks

County will hold back fifteen percent (15%) of the amount of each deliverable submitted by the Contractor under this Contract, prior to Final Acceptance and approval by the County, pursuant to this Section 5.6 (Holdbacks), and shall be due and payable to the Contractor in accordance with the below schedule and conditions, all further subject to adjustment of any amounts arising under this Contract owed to the County by the Contractor, including, but not limited to, any amount arising from Section 8.26 (Liquidated Damages) and any partial termination of any task or Deliverable set forth in Exhibit A (Statement of Work) provided herein.

- (a) Seven and a half percent (7.5%) of total holdback per deliverable will be due and payable upon Final Acceptance of each deliverable upon release after User Acceptance Testing.
- (b) Seven and a half percent (7.5%) of total holdback per deliverable will be due and payable upon Final Acceptance of each deliverable upon release after the cutover/production.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor

information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.7.3 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 the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the 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 the Contractor, providing direction to the 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's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the 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 The County's 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 County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is 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. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

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 County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this 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. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract.

Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 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 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, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2-IT (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3-IT (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments, Change Orders, and Change Notices

The authority to execute Amendments varies between departments and types of contracts.

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by the RR/CC or designee with written approval by County Counsel.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by the RR/CC or designee with written approval by County Counsel.

8.1.3 The Department Head or designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to

the Contract must be prepared and executed by the contractor and by the RR/CC or designee with written approval by County Counsel.

- 8.1.4 For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Contract, a written Change Notice may be prepared and executed by the RR/CC or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and

that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1 Within thirty (30) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 8.5.1.6 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 the County's Project Manager within three (3) 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 herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry,

age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the County:

- 8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That 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, the 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 the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and

has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor 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.

- 8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
- 8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder 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 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it 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 the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to:

GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@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 the contract. It is the County's policy to conduct business only with responsible contractors.

Contractor must certify that they are not suspended, excluded or debarred (Debarment Certification, Exhibit L) from the list Federal Suspended and Debarred Vendors (<https://sam.gov/content/home>) or the State of California Debarred Vendors (<https://www.dir.ca.gov/dlse/debar.html>). County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1)

violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of

the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

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

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

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

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

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must

be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this 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 the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 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 the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this 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 the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this 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 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 and 8.25 of this Contract. These minimum

insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3 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 the 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 fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to:

Department of Registrar-Recorder/County Clerk
 Contracts and Grants Section
contracts@rrcc.lacounty.gov

E-mail Subject Line: "Certificate of Insurance
 Contract #23-019"

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

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

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

8.24.4 **Cancellation of or Changes in Insurance**

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may

constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

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

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

8.25 **Insurance Coverage**

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

General Aggregate:	\$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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Intentionally Omitted**

8.25.4.2 **Intentionally Omitted**

8.25.4.3 Intentionally Omitted**8.25.4.4 Intentionally Omitted****8.25.4.5 Intentionally Omitted****8.25.4.6 Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract.

The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request.

The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.25.4.7 Intentionally Omitted**8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations

assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4 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 the PRS or 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 the contractor's prices decline or should the 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 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (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 the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict 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 (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Department Head or designee 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, the 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 the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, 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", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The contractor 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 the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the 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 the County's Project Director. The County will not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this 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 the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this 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 the contractor to comply with any of the

provisions of this subparagraph 8.38 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 (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor.
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.

- 8.40.3 The contractor 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 the contractor employees.
- 8.40.4 The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract 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. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

Department of Registrar-Recorder/County Clerk
 Contracts and Grants Section
contracts@rrcc.lacounty.gov

E-mail Subject Line: "Certificate of Insurance Contract #23-019"

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

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance 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 the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work 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 the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five

(5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor 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, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.
- 8.44.2 The contractor 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.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor;
or

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance 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 the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

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

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

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

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

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

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

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted

conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.54 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 the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph 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 the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 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.

8.60 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

9.2.1 County shall 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 the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

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

- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

- 9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.3.2 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 County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

9.4 Intentionally Omitted

9.5 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

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

Vendor 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 County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

10 SURVIVAL

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (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

CONTRACTOR

DEAN C. LOGAN

Registrar-Recorder/County Clerk

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TAX IDENTIFICATION NUMBER

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By

JASON CARNEVALE

Deputy County Counsel

**CONTRACT FOR
RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES**

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EXHIBIT A

STATEMENT OF WORK (SOW) AND ATTACHMENTS

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SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)
- 3 Document Volume
- 4 Restrictive Covenant Modification Letter
Restrictive Covenant Modification Letter (with Legend)
- 5 Sample Restricted Covenant (RC) Language Process
- 6 Sample Restricted Covenant (RC) Terms
- 7 Task/Deliverable Acceptance Certificate

STATEMENT OF WORK (SOW)

1 BACKGROUND

The County of Los Angeles Department of Registrar-Recorder/County Clerk (Department) records and maintains legal documents pertaining to real property ownership, birth, death, and marriage and maintains the register of voters. Additionally, the Department issues marriage licenses, conducts marriage ceremonies, administers notary oaths, and files Fictitious Business Name Statements and conducts local, state and federal elections.

2 SCOPE OF WORK

The Department seeks a contractor to provide Restrictive Covenant Modification Program services and system to meet the requirements of Government Code 12956.3, per Assembly Bill (AB) 1466.

Restrictive Covenants (RC) are language in original recorded documents that contain unlawful restrictions based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information. As it relates to this Restrictive Covenant Modification (RCM) project, the Department will outline the process for reviewing all documents recorded in Los Angeles County from years 1850s to the present to identify and redact these RCs as there may be some even after 1968 based on the re-recording of old legal descriptions or agreements which may be attached to recent recordable documents.

Redaction specifically means the process of rerecording a document that originally contained unlawful restrictive language but, when presented to the recorder for rerecording, no longer contains the unlawful language or the unlawful language is masked so that it is not readable or visible.

Additionally, contractor will be responsible for capturing Grantor/Grantee information in preparation for creating and adding those fields to the current Index through the Optical Character Recognition (OCR) process.

3 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

3.1 All changes must be made in accordance with Paragraph 8.1, Amendments, of the Contract.

4 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to ensure the County a consistently high level of service throughout the term of the Contract. The

Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

5.1 Meetings

Contractor is required to meet with the County Project Manager via conference call or in person as required. At the sole discretion of the County, County Project Manager may request a scheduled meeting to be virtual and/or in person at the Department. Failure to attend will cause an assessment of fifty dollars (\$50).

5.2 Contract Discrepancy Report (Attachment 1 Of This Exhibit A)

Verbal notification of a Contract discrepancy will be made to the County Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within ten (10) workdays.

5.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time. However, these personnel may not unreasonably interfere with the Contractor's performance.

6 DEFINITIONS

Please see Exhibit L (Definitions) of the Contract.

7 RESPONSIBILITIES

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

COUNTY

7.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6 (Administration of Contract – County). Specific duties will include:

- 7.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 7.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 7.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

7.2 Intentionally Omitted

CONTRACTOR

7.3 Project Manager

- 7.3.1 Contractor shall provide a full-time Project Manager and designated alternate. Contractor shall provide a telephone number and email address where the Project Manager may be reached on an eight (8) hour per day basis, during normal County business hours.
- 7.3.2 Project Manager shall act as a central point of contact with the County.
- 7.3.3 Project Manager shall have three (3) to five (5) years of experience, which must include experience with a public entity.

Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

7.4 Personnel

7.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

7.4.2 Contractor shall be required to background check its employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.

7.5 Identification Badges

7.5.1 Contractor shall ensure its employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

7.6 Materials and Equipment

7.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

7.7 Training

7.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

7.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls and/or emails received by the answering service within twenty-four (24) hours of receipt of the call.

8 HOURS/DAY OF WORK

- 8.1 County will provide a list of County-recognized holidays.

9 WORK SCHEDULES

- 9.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within two (2) business days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 9.2 Contractor shall submit revised schedules when actual performance differs from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within two (2) business days prior to scheduled time for work.

10 UNSCHEDULED WORK

- 10.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 10.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization from County Project Manager or Director.
- 10.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 10.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 10.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

11 TASKS AND DELIVERABLES

Contractor shall work closely with County's project team, technical staff and key stakeholders to complete the Tasks and Deliverables. The County's Project Manager will review all Tasks and Deliverables and provide feedback or revisions. Upon finalization, the Project Manager will approve the Tasks and associated Deliverables.

The tasks and deliverables to be conducted and produced by the Contractor are listed and described below.

Task 1: Project Initiation, Kickoff/Timeline

Starting within one (1) month of approval of the Contract, the Contractor shall meet with the Project Manager and begin the project planning process. In the initial meeting, County will submit administrative, operational, and technical contact information (including name, phone number, and email address) to the Contractor.

The Contractor shall meet with the Project Manager and key business stakeholders via a formal Kickoff Meeting to initiate the project. The Contractor shall develop a Project Kickoff Presentation to be presented at the Kickoff Meeting that shall include, but not be limited to, the following:

- Project goals, objectives and success criteria.
- Roles of project stakeholders including the Project Sponsor, Project Management Team, Contractor Project Team, Business staff, IT staff, and any other key project team members.
- Project governance structure including decision-making responsibility and escalation paths.
- Preliminary project schedule detailing major phases and timeframes for key tasks throughout the project.
- Planned cadence for regular project status reporting, project status meetings and executive project status briefings.
- Plan for sharing project documents (e.g., expected document repository).
- Other topics as needed to effectively kickoff the project with key stakeholders.

Any decisions or agreements from the kickoff meeting will be documented by Contractor and submitted to the overall project team for review and acceptance.

Deliverable 1.1 – Project Kickoff Presentation

Task 1 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 1 and Deliverable 1.1 will be reviewed and approved by the Project Manager.

Task 2: Project Management

The Contractor shall draft a Project Control Document (PCD) that identifies high-level milestone descriptions and associated dates.

The Contractor shall provide a draft of the PCD to the Project Manager that includes, but is not limited to, the following:

- A detailed project plan that includes a description of major project tasks and milestones.
- Dependencies between major project tasks and milestones.
- Proposed timelines of major project events including a calendar of key “touch point” meetings with business stakeholder’s and their purpose.
- Proposed timelines for each deliverable.
- Project assumptions and constraints
- Project risk analysis (risks and risk mitigation strategies).
- Glossary of project terms and definitions.
- Quality Assurance Plan.
- Service Level Agreement (SLA) metrics as agreed upon by the Contractor and Project Manager.

Contractor shall meet with Project Manager to modify and finalize the PCD.

The Contractor shall co-chair weekly project meetings with the Project Manager. Contractor shall provide typed monthly status reports, to ensure all stakeholders are informed of the current state of the project. The weekly status reports shall include:

- Planned actions that were completed.
- Planned actions that were not completed with an explanation for the delay and new target date for completion.
- Unplanned actions that were completed.
- Actions in progress.
- Future activities.
- Issues requiring Project Manager’s attention.
- Alerts to issues that might impact the timely completion of duties.

Deliverable 2.1 – Project Control Document (PCD)

Deliverable 2.2.x – Weekly Project Status Reports and Weekly Meetings

Note: Deliverable 2.2.1 will be the first Weekly Project Status Report and Weekly Meeting.

Task 2 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 2 and Deliverables 2.1 through 2.2.x will be reviewed and approved by the Project Manager.

Task 3: Solution Design

During the design phase of the system, Contractor will conduct sprint demos for the Project Manager and County subject matter experts to obtain approval of completed system elements. These will occur on a flow basis, as design and configuration work is underway.

Contractor shall develop a comprehensive Solution Design Document to validate and articulate all business and technical requirements including any approved customizations,

along with the implementation and support approach that will be used by Contractor to develop and implement the solution. Contractor shall apply all configuration updates and system changes per the approved Solution Design Document and update the document accordingly. The Solution Design Document shall include the following sections:

- **Business Overview**

- Business Benefits.
- Solution Implementation Roles and Responsibilities.
- Out of Scope items.

- **Solution Design**

- Conceptual Solution Diagram.
- Business Capability Mapping.
- Documented Use Cases.
- Screen mock-ups, if needed.

- **Technical Architecture**

- Architecture Principal and Design Pattern.
- Conceptual Architecture Diagram.
- Information Architecture.
- Application Architecture.
- Security Architecture.
- System Performance.
- Data Storage, Backup and Retention Approach.

Contractor shall conduct meetings with the appropriate County subject matter experts as needed to iteratively develop, review, validate and finalize the Solution Design Document.

Deliverable 3.1 – Solution Design Document

Deliverable 3.2 – Completion of Solution Design and Configuration

Task 3 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 3 and Deliverables 3.1 and 3.2, which will be reviewed and approved by the Project Manager.

Task 4: Custom Development

Task 4.1 System Workflows

The Contractor shall provide a solution for processing a minimum of fifty (50) million Tag Image File Format (TIFF) Group 4 image pages per year through four (4) different full-page

Optical Character Recognition (OCR) and redaction-based workflows (detailed below). The solution shall be scalable should image processing demands change in the future, such as the need of an increase in volume. The solution should maintain a complete record of all data that is captured during the OCR process, in the event that new terms are added which must be searched for and redacted in the future.

The Contractor must provide the following four (4) custom workflows listed below through web application(s).

4.1.1 Workflow #1 (1850s - 1976) – The Department will be responsible for providing the digital images (from books and microfilm) to the Contractor for this workflow to assist in locating the RC and creating the index:

1. Contractor will provide full-page OCR to locate the following:
 - a. Restrictive Covenant (RC) language (see Workflow #4 Restrictive Covenant Modification (RCM) for more information.
 - i. If an RC term is found in a document, route to Workflow #4 and continue with the remaining steps in this workflow.
 - b. Instrument Number and/or Book and Page.
 - c. Recording Date.
 - d. Document Title.
 - e. Grantor/Grantee name(s).
 - f. Related Document (if exists).
 - g. Assessor Parcel Number (APN) (if exists).
2. Provide a Quality Assurance (QA) review screen/queue for staff to verify that fields are correct as compared to the image.

3. Export fields (b-g) in an Extensible Markup Language (xml) file to be imported into the Department's backend recording system along with the original unredacted image in TIFF Group 4 format.

Deliverable 4.1.1: Software that meets the needs outlined in Workflow #1 including software that OCRs the document to locate the RCM terms and index data, QA module, and data file containing the indexed fields.

4.1.2 Workflow #2 (1977 – December 31, 2023) – The Department has digital images and index for these years. Contractor will assist in locating the RCM terms:

1. Work with the Department to implement a Web Application Programming Interface (API) call to push the image and document number into Contractor's workflow for full-page OCR.
2. Contractor will provide full-page OCR to locate the following:
 - a. RC language – see Workflow #4 Restrictive Covenant Modification (RCM).

Deliverable 4.1.2: Software that meets the needs outlined in Workflow #2 including an integration to the County backend system to retrieve images to locate the RCM terms.

4.1.3 Workflow #3 (January 1, 2024 – going forward) – The Department will have digital images and Contractor will OCR to locate RCM and index data for grantor/grantee names only.

1. Work with the Department to implement a Web Application Programming Interface (API) call to push the image and document number into Contractor's workflow for full-page OCR.
2. Contractor will provide full-page OCR to locate the following:
 - a. RC language
 - If an RC term is found in a document, route to Workflow #4 and continue with the remaining steps in this workflow.
 - b. Grantor/Grantee name(s)
 - c. Related Document, if exists
3. Provide a QA review screen/queue for staff to verify that fields are correct as compared to the image.
4. Export fields in an xml file to be imported into the Department's backend recording system.

Deliverable 4.1.3: Software that meets the needs outlined in Workflow #3 including an integration to the County backend system to retrieve images to locate the RCM terms and grantor/grantee names.

4.1.4 Workflow #4 Restrictive Covenant Modification (RCM)

1. Full-page OCR locates a RC (see Sample RC Terms, SOW Attachment 6) and **HIGHLIGHTS** the term(s) for review through the QA module. Software must have the ability to add to the list of terms as needed.
2. Staff reviews through a QA module to confirm or deny that it is a RC term(s)
 - a. If confirmed that the term is a RC under this law, continue to next step.
 - b. Modify – The staff will need the ability to expand or modify highlighted language when needed.
 - c. If denied, skip over the document and continue with workflow.
3. Staff selects the “Confirm” button to electronically route the highlighted document to the Office of County Counsel for the County of Los Angeles (County Counsel).

This “Confirm” button will put these documents in a separate queue awaiting County Counsel review and approval.

4. County Counsel reviews the highlighted RC document, selects the Approve or Deny option:
 - a. If approved, the program will automatically mask/redact the full sentence(s) containing the approved restrictive terms and saves a TIFF Group 4 copy of the document for re-recording.
 - b. Modify – County Counsel will need the ability to modify when needed
 - c. If denied, the software will update the log data to show date/time of the denial for tracking purposes.
5. For those approved RCM, the workflow will prepare the RCM Form-Fillable PDF (see SOW Attachment 4) from the template:
 - a. County Counsel selection of approval box
 - b. County Counsel digital signature on the PDF (may not always be the same individual that does the review/approval)
 - c. Los Angeles County Registrar-Recorder/County Clerk (RR/CC) is the requesting party in the top left corner.
 - d. Insert the recording date, document number, or book and page of the RC.
 - e. The RR/CC is the submitting party with the electronic signature of the Department Head on behalf of the RR/CC.
 - f. Date form is populated and signed.

NOTE: Custom workflow should create two documents for County recording processes and historical records:

1. Original document imaged with RC language highlighted for historical or future purposes identified by book and page or document number.
2. Recordable document ready for the Department's backend recording system will contain the following combined into one multi-page TIFF Group 4 format:
 - i. The RCM form populated with the completed data and electronic signatures ready for recording.
 - ii. The original document with RC language masked.

Deliverable 4.1.4: Software that meets the needs outlined in Workflow #4 including Web-based queue and QA module for staff to access and review highlighted RCM terms, Web-based queue for County Counsel to access the list of pending documents, QA/Review module for County Counsel to review and approve, creation of the RCM form for County Counsel to digitally sign and include all other fields outlined in 4.4 item 5 above, integration to Department's backend system for recording purposes.

Task 4.2 System Roles

The system shall create at least 3 different user roles with different permissions levels necessary to perform various functions in the system.

Roles needed include:

- Administrator: full access to all areas in the system.
- Reviewer: quality control team to review all identified restrictive covenant terms identified by the system to be submitted to approver.
- Approver (i.e. County Counsel): approve the identified restrictive covenant terms to be redacted and re-recorded and signature overlaid on the RCM Form.

Deliverable 4.2.1 – The system shall create up to at least three different user roles with different permission levels necessary to perform various functions in the system.

Task 4.2 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 4.2 and Deliverable 4.2.1 will be reviewed and approved by the Project Manager.

Task 5: Solution Integration

Contractor shall be responsible for creating a seamless integration between the Restrictive Covenant Modification Program Services/System and the RRCC's in-house Joint Enterprise Document Infrastructure (JEDI) application to transfer/update data back and forth. Contractor will be responsible when any functional, security, or technology issues arise related to the integration with JEDI and will provide immediate resolution and regression testing of all impacted components.

Contractor shall work with County on integration requirement synch, scope, acceptance, and setting thresholds.

Contractor shall be responsible to develop all interfaces and integration between the Restrictive Covenant Modification Program Services/System and the RRCC's in-house JEDI application. Contractor will:

- Develop an Interface Specifications document that describes each interface being developed and implemented.
- Develop a release schedule for interfaces.
- Iteratively build the interfaces until the full build of the interface content and functionality is complete.
- Leverage the integration platform to implement the integration with internal and external systems outside the Restrictive Covenant Modification Program Services/System.
- Regularly release new functionality in a structured and scheduled manner to the County and test environment.
- On an ongoing basis, provide the County Program Manager with an updated release schedule reflecting the new content and functionality delivered in each recent release of the interface.
- Report weekly on progress toward complete build and alert the County of any issues or risks.
- Notify the County when each interface has been fully configured and tested to meet the County's requirements.

Contractor shall develop an Interface Validation Report indicating that the required interfaces have been developed, tested, function as expected, and meet the County's requirements.

Deliverable 5.1: Interface Specification

Deliverable 5.2 Interface Validation Report

Task 5.1 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 5 and Deliverables 5.1-5.2 will be reviewed and approved by the Project Manager.

Task 6: Reporting

Contractor shall provide an open data portal for providing custom on demand reports and dashboards. This module should allow for Department to create reports as needed based on the OCR data and events that take place in each workflow. The reporting module should have the ability to scale up or down with ability to print on demand by day, week, month or year. Samples of some reports include, but not limited to, the following:

1. Statistics by processing date range:
 - i. Total number of documents processed through OCR.
 - ii. Total number of RC terms found.
 - iii. Total number by each term.
 - iv. By recording date range – Month, Year, Day.
2. Statistics on document or book/page number that are approved by County staff to pass through to COCO.
 - i. Total number of documents reviewed, approved, denied or modified.
 - ii Ability to compare pass through OCR numbers to approved numbers
3. Statistics on document or book/page number that are routed to County Counsel for approval.
 - i. Number of RC terms reviewed approved, denied or modified by County Counsel.
4. Assessor Parcel Number (APN) report:
 - i. APN number
 - ii. Book and Page / Document number
 - iii. Date
 - iv. Document
5. Document number report:
 - i. Document numbers of new re-recorded RCs
 - ii. Document number/book and page of original document

Deliverable 6.1: Reporting module that allows for on demand custom reports.

Task 6 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 6 and Deliverable 6.1 will be reviewed and approved by the Project Manager

Task 7: Testing Strategy and Execution

Contractor shall provide a comprehensive Test Plan complying with the County's testing practices and IEEE 829-1998 Standard for Software and Test Documentation. The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases and test reports.

Contractor shall provide test approach, test scripts (with the assistance of County SMEs) test conditions and test cases to the County for review and approval prior to execution of all testing types:

- Unit test.
- System testing.
- Integration testing.
- Performance testing.
- Security Testing.
- User Acceptance Testing (UAT)
- Test Report Acceptance.

The Test Plan shall include conditions that indicate a test has been completed successfully. These conditions must be mutually agreed upon by the County.

In addition, Contractor should provide an approach to implementing code test coverage for all the code associated with the solution.

The UAT scripts shall include end user testing scenarios and functional validation.

Contractor shall conduct all types of testing listed above, except for UAT. County shall conduct UAT. Contractor shall provide support to RR/CC end users for UAT and in completing the UAT Completion Acceptance Form. Support includes organizing and coordinating testing assignments for users, creating, monitoring and reporting on schedules for UAT completion, reporting on status of UAT and escalating issues, providing coaching to users if they need assistance in using test scripts, and other activities to support users in their completion of UAT.

Contractor shall include in the Test Plan how defects found during UAT will be logged, tracked through resolution and re-testing, and reported to the County. Contractor will provide testing results of all testing types, except UAT, to the Project Manager for review and approval, prior to moving to any next phase of work and associated testing. County shall be responsible for producing UAT results.

Contractor shall provide development, testing and training environments. Testing and Development shall have their own environments, separate from Stage and Production environments. Testing or development shall not be performed in the production environment. Contractor shall prepare system environments, including creation,

configuration and loading of test data, required to support all testing as specified in the Test Plan.

Deliverable 7.1 – Test Plan Deliverables

Deliverable 7.2 – UAT Test Scripts

Deliverable 7.3 – Execution/Completion of Testing

Task 7 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 7 and Deliverables 7.1 through 7.3 will be reviewed and approved by the Project Manager.

Task 8: Training and Knowledge Transfer

Contractor shall develop a Training and Knowledge Transfer Plan in collaboration with RR/CC staff that identifies:

- Contractor Training/Knowledge Transfer Organization: Contractor staff responsible for planning and conducting virtual training and knowledge transfer.
- Responsibilities: Documentation of responsibilities for key aspects of training/knowledge transfer, including materials, scheduling of participants, etc.

Training

- Participants: Groups/individuals to be included in virtual or in-person classroom training.
- Curriculum: Topics to be covered during virtual classroom training.
- Schedule: Schedule of virtual or in-person classroom training.
- Testing: Approach for determining training participant competency resulting from training.

Knowledge Transfer

- Participants: Individuals who will be involved in one-on-one/small group, hands-on sessions with Contractor staff for the purpose of detailed knowledge transfer.
- Curriculum: Topics to be covered during knowledge transfer sessions.
- Schedule: Schedule of knowledge transfer sessions.

Contractor shall provide the Training and Knowledge Transfer Plan to the County for approval before conducting training sessions or knowledge transfer sessions. Contractor shall develop and provide training documentation prior to the scheduled training sessions that includes:

- Course Presentation Material.
- User Manuals for Super Users and End Users.
- Training Manuals (if different from User Manuals).

Contractor shall provide screen captures or other record of the training sessions for use by the County in the future. The approach to capturing sessions for future use must be approved by the County. If needed, the County shall provide facilities for on-site training sessions.

Contractor shall develop and provide knowledge transfer documentation prior to the scheduled knowledge transfer sessions that includes:

Deliverable 8.1 – Training and Knowledge Transfer Plan

Deliverable 8.2 – Training and Knowledge Transfer Documentation

Deliverable 8.3 – Training Classes

Deliverable 8.4 – Knowledge Transfer Sessions

Deliverable 8.5 – Training and User Manuals

Task 8 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 8 and Deliverables 8.1 through 8.5 will be reviewed and approved by the Project Manager.

Task 9: Solution Deployment

Contractor shall conduct solution deployment meetings with the County to determine the deployment approach for rolling out the Restrictive Covenant Modification Program Services/System, including possible phasing strategies, benefits and risks of strategy alternatives.

Contractor shall use a proven implementation methodology based on industry standards and implementation best practices. The methodology shall establish an accountability framework which will allow Contractor to deliver high-quality services throughout the project. The framework shall link project stages to defined quality gates and deliverables.

In preparation for the pre-production release, the Contractor shall establish a Production Cutover Plan. The plan shall clearly identify activities that will take place for the solution to go live.

At a minimum, the Production Cutover Plan shall include the following:

- Approach to cutover, including how the cutover will be managed (e.g., checkpoints, roles, etc.).
- Cutover communication plan.
- Description of activities leading up to go-live.
- Description of activities during go-live.
- Description of activities after go-live.
- Step-by-step workbook for each task related to cutover, including responsibility start-end time/date.
- Exit strategy

The Production Cutover Plan should be a working and reusable document that the Contractor or RR/CC can leverage each time there is a release for the solution being implemented.

When functionality is ready to be delivered to the County for User Acceptance Testing (UAT), it shall be delivered in the form of a Pre-Production Release. Since the County will perform UAT and approve all releases into production, a pre-production release is equivalent to a production release and requires the rigor associated with a production release.

In addition, Contractor shall assist the County with testing and release preparation in the pre-production environment. Contractor shall validate that each interface to any external system is working correctly. Contractor will repair all interface-related problems caused by Contractor-developed interfaces.

Upon successful completion of the Pre-Production testing, Contractor shall, in coordination with the County, create a Production Release Plan that shall consist of an updated pre-production Implementation Plan to assist the County in successfully releasing and maintaining the Restrictive Covenant Modification Program Services/System in the Production environment. The Production Release Plan shall include detailed step-by-step activities (both Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.

Upon successful completion of UAT, the County will schedule a Production Release to be moved to the Production environment. Contractor will provide and complete multiple cutover cycles, as specified in the Production Cutover Plan including, at minimum, one real world simulation to confirm the process and to establish the cutover timeline. The Contractor will provide a Production Cutover Report to provide results of the cutover cycles, including steps taken, milestones, fallback positions taken, decisions made, and the associated timeline.

Deliverable 9.1 – Production Cutover Plan

Deliverable 9.2 – Production Release Deliverable

Deliverable 9.3 – Production Cutover Report

Task 9 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 9 and Deliverables 9.1 through 9.3 will be reviewed and approved by the Work Order Project Manager.

Task 10: Post implementation Support and maintenance

Contractor will provide post-production support for a period of six (6) months after Production Cutover. Post-production support tasks shall include monitoring key system indicators, troubleshooting issues, resolving any defects or technical issues, resolving and performing post-production issues. If additional support beyond the (6) months is needed, this can be addressed at the discretion of the Project Manager via the Change Control process.

The Departmental Help Desk will provide Level 1 support to respond to issues reported by users. Contractor shall provide support for issues/incidents escalated beyond Level 1 (issues which cannot be addressed by the Departmental Help Desk) according to the priority of the issue/incident (priority level determined by the County).

Contractor shall use an automated tool to manage incidents, responses and resolution, including technical issues and bug fixes. Reports on incidents and fixes will be available to the County from this system.

Contractor shall lead regularly scheduled status calls with the Project Manager for the duration of the support period to report on all Contractor activities. Contractor shall provide regular reporting on all post-deployment support issues and resolutions.

Contractor shall provide written notification of regular updates and scheduled maintenance that will impact system availability/performance no less than one week prior to commencement. County approval is required before proceeding with such updates/maintenance.

After completion of post-deployment support, Contractor will complete a Project Closeout Document.

Deliverable 10.1 – Post-Deployment Support

Deliverable 10.2 – Project Closeout Document

Task 10 Deliverables Acceptance Criteria

Contractor shall carry out the activities described in Task 10 and produce Deliverables 10.1 through 10.2, which will be reviewed and approved by the Project Manager and RR/CC Executive Project Sponsor.

12 GREEN INITIATIVES

- 12.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 12.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

13 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, SOW Attachment 2 of this Exhibit A, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

Discrepancy Problems: _____

Signature of County Representative Date

**Contractor Response
(Cause and Corrective
Action):** _____

Signature of Contractor Representative Date

**County Evaluation of
Contractor Response:** _____

County Actions: _____

Contractor Notified of Action: _____

County Representative's Signature and Date: _____

Contractor Representative's Signature and
Date: _____

ATTACHMENT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-paragraph 4.3 – Term of Contract	Contractor must notify Department at the address herein provided in Exhibit D (County's Administration) when this Contract is within six (6) months of the expiration of the term as provided for hereinabove.	Inspection.	\$50 per occurrence.
Contract: Sub-paragraph 4.3 –Contract Sum	Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract and must send written notification to Department at the address herein provided in Exhibit D (County's Administration).	Inspection.	\$50 per occurrence.
Contract: Paragraph 7 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation.	\$50 per occurrence.
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files.	\$50 per occurrence.
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meeting.	Attendance.	\$50 per occurrence.

ATTACHMENT 2

SOW: Sub-paragraph 4.2 - Quality Control	A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.	Inspection of files.	\$50 per request.
SOW: Sub-paragraph 9.2 - Work Schedules	Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within two (2) business days prior to scheduled time for work.	Inspection and Observation.	\$50 per occurrence.
SOW: Section 11 - Sub-section 4.1	Contractor shall meet the requirement of minimum 50 million pages per year through the OCR Process.	Inspection and Observation.	\$50 per occurrence.

DOCUMENT VOLUME

County of Los Angeles estimated volumes from 1850s to 2021.

Estimated Documents	127,835,024	Estimated Pages	447,422,584
Total Docs to convert (1850 - 1976):		38,705,799	
Approximately pages to convert:		135,470,297	
Total docs imaged (1977-2021):		89,129,225	
Approximately pages imaged:		311,952,288	

- *Map will also be part of the Optical Character Recognition (OCR) process.*
- *Vendor solution shall be able to accommodate storage for all documents ingested through the system. Documents and images provided by County of Los Angeles are approximately 100 KB per page.*

SAMPLE RECORDED DOCUMENT

RECORDING REQUESTED BY:

County of Los Angeles Registrar-Recorder/County Clerk

WHEN RECORDED MAIL TO:

County of Los Angeles Registrar-Recorder/County Clerk

MAILING ADDRESS:

12400 Imperial Highway

CITY, STATE, ZIP CODE:

Norwalk, CA 90650

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RESTRICTIVE COVENANT MODIFICATION

The following referenced document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing law and is void.

Pursuant to Section 12956.2 of the Government Code, this document is being recorder solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ (date) in book _____ and page _____, or as instrument number _____ of the official records of the County of Los Angeles, State of California. Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawfully restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document.

Signature of submitting Party: /S/ Dean C. Logan /S/ _____ Date: _____

Printed Name: Dean C. Logan

_____ County Counsel, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

_____ County Counsel, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

Approved: Los Angeles County Counsel

Signed: County Counsel signature (through Adobe sign) _____ Date: _____

By: _____, Deputy County Counsel

LEGEND

Fields should be populated with this data on every form

Fields should be populated from OCR data on the original document

Fields are populated through the review process with County Counsel.

RECORDING REQUESTED BY:

The Los Angeles County Registrar-Recorder/County Clerk

WHEN RECORDED MAIL TO:

NAME The Los Angeles County Registrar-Recorder/County Clerk

MAILING ADDRESS

12400 Imperial Highway
CITY, STATE and ZIP CODE
Norwalk, CA 90650

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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The following referenced document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing law and is void.

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This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: /S/ Dean's Signature /S/ _____ Date: _____
Printed Name: Dean C. Logan

____ County Counsel, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

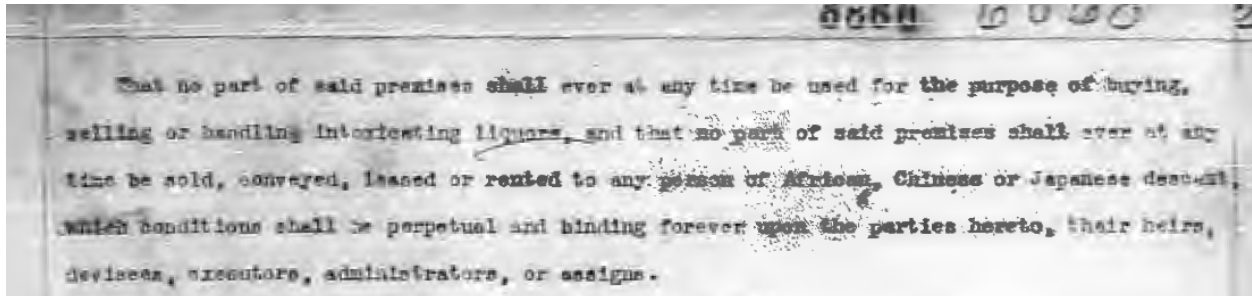
____ County Counsel, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

Approved: Los Angeles County Counsel

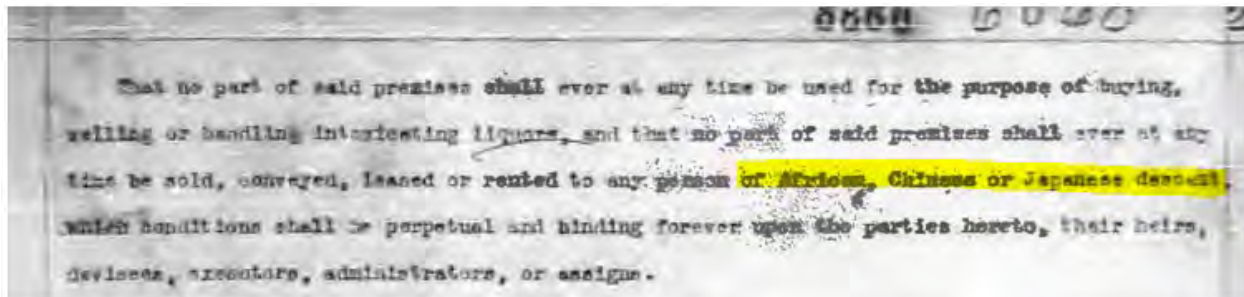
Signed: County Counsel Signature (through Adobe sign) _____ Date: _____
By: _____, Deputy County Counsel

SAMPLE RESTRICTIVE COVENANT (RC) LANGUAGE PROCESS

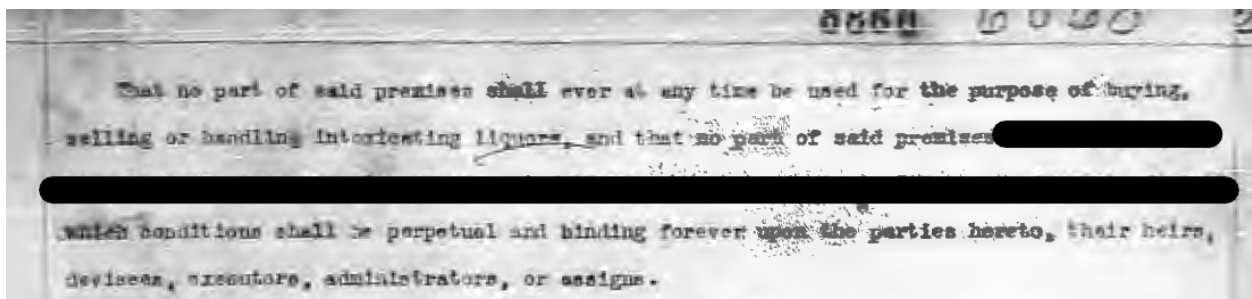
Request that Proposer provides a demonstration of the Optical Character Recognition (OCR) and redaction process with real world documents provided by County of Los Angeles. Below are some samples from a 1920 record:



Highlighting the language for LA County and County Counsel to review.



After the Restrictive Covenant (RC) term(s) is/are approved by Los Angeles County Counsel, the system should automatically mask the entire sentence(s) where the RC term(s) is/are located.



SAMPLE RESTRICTIVE COVENANT (RC) TERMS

Contractor's System will need to locate the following terms through the full-page Optical Character Recognition (OCR) process. County of Los Angeles will utilize this list including, but not limited to, those terms identified below. The software will need to allow for additional terms to be added to this list as needed.

- Blood
- Race
- Servant
- Caucasian
- Master
- Mongolian
- Malay
- Ethiopian
- Asiatic
- Negro
- Turkish
- Hebrew
- Japanese
- Chinese
- Colored
- Lineage
- African
- Hindu
- Gentile
- Jewish
- Oriental
- Semitic
- Aryan
- Squaw

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
		CONTRACT NUMBER
		TITLE
FROM: _____ Contractor's Project Director (Signature Required)	FROM: _____ County Project Director (Signature Required)	
<p>Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p>		
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers and brief description as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
<u>County Acceptance:</u>		
NAME _____	SIGNATURE _____	DATE _____
County's Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's IT Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's Project Director		

PRICING SCHEDULE

Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Extract has provided pricing in the format LA County established for this project. Because it doesn't fit into our typical format, we have entered clarifications where appropriate. We have assumed most of this work will be performed remotely with on-site visits included for the kick-off presentation and first training and knowledge transfer sessions. If additional on-site visits are desired, we included an on-site rate for our project manager with a 3-day minimum.

TASKS AND DELIVERABLES

Task	Deliverables	Title	Cost
1		PROJECT INITIATION, KICKOFF/TIMELINE	
	1.1	Project Kickoff Presentation.	\$ 8,000.00 On-site
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 600.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 600.00
TASK 1.0 TOTAL			\$ 8,000.00

Task	Deliverables	Title	Cost
2		PROJECT MANAGEMENT	
	2.1	Project Control Document (PCD).	\$ Included
	2.2.x	Weekly Project Status Reports and Weekly Meetings.	\$ Included
TASK 2.0 TOTAL			\$ 0

Task	Deliverables	Title	Cost
3		SOLUTION DESIGN	
	3.1	Solution Design Document (SDD).	\$ 6,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 450.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 450.00
	3.2	Completion of Solution Design and Configuration.	\$ 17,500.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 1,312.50
		7.5% HOLDBACK (release after Cutover/Production)	\$ 1,312.50
TASK 3.0 TOTAL			\$ 23,500.00

Task	Deliverables	Title	Cost
4		CUSTOM DEVELOPMENT	
4.1		SYSTEM WORKFLOWS	
	4.1.1	Software that meets the needs outlined in Workflow #1 including software that OCRs the document to locate the RC terms and index data, QA module, and data file containing the indexed fields.	\$ 15,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 1,125.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 1,125.00
	4.1.2	Software that meets the needs outlined in Workflow #2 including an integration to the County backend system to retrieve images to locate the RC terms.	\$ 0
	4.1.3	Software that meets the needs outlined in Workflow #3 including an integration to the County backend system to retrieve images to locate the RC terms and grantor/grantee names.	\$ 12,500.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 937.50
		7.5% HOLDBACK (release after Cutover/Production)	\$ 937.50

	4.1.4	Software that meets the needs outlined in Workflow #4 including QA module for review of highlighted RC terms, QA/Review module for County Counsel to review and approve, creation of the RC form for County Counsel to digitally sign and include all other fields outlined in 4.4 item 5 above, integration to Department's backend system for recording purposes.	\$ 32,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 2,400.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 2,400.00
4.2		SYSTEM ROLES	
	4.2.1	The system shall create up to at least three different user roles with different permissions levels necessary to perform various functions in the system.	\$ 0
TASK 4.0 TOTAL			\$59,500.00

Task	Deliverables	Title	Cost
5		SOLUTION INTEGRATION	
	5.1	Interface Specification.	\$ 15,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 1,125.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 1,125.00
	5.2	Interface Validation report.	\$ 5,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 375.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 375.00
TASK 5.0 TOTAL			\$ 20,000.00

Task	Deliverables	Title	Cost
6		REPORTING	
	6.1.1	Reporting module that allows for on demand custom reports.	\$ 20,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 1,500.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 1,500.00
TASK 6.0 TOTAL			\$ 20,000.00

Task	Deliverables	Title	Cost
7		TESTING STRATEGY AND EXECUTION	
	7.1	Test Plan Deliverables.	\$ Included
	7.2	UAT Test Scripts.	\$ Included
	7.3	Execution/Completion of Testing.	\$ Included
TASK 7.0 TOTAL			\$ 0

Task	Deliverables	Title	Cost
8		TRAINING AND KNOWLEDGE TRANSFER	
	8.1	Training and Knowledge Transfer Plan.	\$ 5,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 375.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 375.00
	8.2	Training and Knowledge Transfer Documentation.	\$ 7,500.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 562.50
		7.5% HOLDBACK (release after Cutover/Production)	\$ 562.50
	8.3	Training Classes.	\$ 8,000.00 - On-site
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 600.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 600.00

	8.4	Knowledge Transfer Sessions.	\$ 8,000.00 - On-site
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 600.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 600.00
	8.5	Training and User Manuals.	\$ 7,500.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 562.50
		7.5% HOLDBACK (release after Cutover/Production)	\$ 562.50
TASK 8.0 TOTAL			\$ 36,000.00

Task	Deliverables	Title	Cost
9		SOLUTION DEPLOYMENT	
	9.1	Production Cutover Plan.	\$ Included
	9.2	Production Release Deliverable.	\$ Included
	9.3	Production Cutover Report.	\$ Included
TASK 9.0 TOTAL			\$ 0

Extract has tied the post implementation maintenance and support to the day-forward workflow for both indexing and RCM. The cost will start January 1, 2025, or at the time of the workflow #3 go-live. It includes the OCR, indexing and RC rules workflows for up to 5 million pages per year. Each year the counter will be reset to 5M at the time of support renewal. If the day-forward volume exceeds 5 million pages any overages will be billed at the Optical Character Recognition "per page" rate detailed below. Maintenance and support includes the items referenced in our response to C.5 (phone and email support, product upgrades and after hours support from 5:00 P.M. to 7:00 P.M. Central Time).

Task	Deliverables	Title	Cost
10		POST-IMPLEMENTATION MAINTENANCE AND SUPPORT	
10.1		POST-IMPLEMENTATION MAINTENANCE AND SUPPORT	
		Post-Implementation Maintenance and Support (Year 2)	\$ 150,000.00
		Post-Implementation Maintenance and Support (Year 3)	\$ 154,500.00
		Post- Implementation Maintenance and Support (Year 4)	\$ 159,135.00
		Post- Implementation Maintenance and Support (Year 5)	\$ 163,910.00
		Post- Implementation Maintenance and Support (Option Year 1)	\$ 168,825.00
		Post- Implementation Maintenance and Support (Option Year 2)	\$ 173,890.00
		Post- Implementation Maintenance and Support (Six month-to-month Option)	\$ 87,635.22.00
10.2		PROJECT CLOSEOUT DOCUMENT	
		Project Closeout Document.	\$ 0
TASK 10.0 TOTAL			\$ 1,057,895.22

DATA STORAGE

Extract has proposed an on-premises solution deployed in LA County's data center. The Year 1 cost includes hardware for an internal VM environment containing storage, the application, web, desktop virtualization, and SQL servers.

		Title	Cost/Per Unit Cost
		Title	
		Data Storage (estimated 50 million Pages) (Year 1)	\$ 275,000.00
		Data Storage (estimated 50 million Pages) (Year 2)	\$ 0
		Data Storage (estimated 50 million Pages) (Year 3)	\$ 0
		Data Storage (estimated 50 million Pages) (Year 4)	\$ 0
		Data Storage (estimated 50 million Pages) (Year 5)	\$ 0
		Data Storage (estimated 50 million Pages) Optional Year 1	\$ 0
		Data Storage (estimated 50 million Pages) Optional Year 2	\$ 0
		Data Storage (estimated 50 million Pages) Six month-to-month option	\$ 0
TOTAL			\$ 275,000.00

OPTICAL CHARACTER RECOGNITION

The "per page" rate below applies to historical documents from 1850 to the workflow #3 go- live date. It encompasses not only the creation of the full text OCR, but the indexing and RCM redaction software solutions and support and maintenance for the historical workflows up to 375,000,000 pages.

Normally pricing is separated by solution (indexing/RC redaction). For simplicity the pricing for LA County has been combined and the per unit cost has been adjusted to account for the historical documents from workflow #2 that are already indexed. Rather than tracking and invoicing separately -- charging 3.125 cents for 1850 to 1976 and 1.4 cents for 1977 to present -- the cost has been averaged. Contractor to invoice at the end of each month based on volume of pages processed through OCR.

If LA County exceeds 375,000,000 pages during the contract period, overages will be invoiced at the same cost per page.

	Title	Cost/Per Unit Cost
	Title	
	Cost of OCR per page (estimated 50 million per year)	\$ 0.0169
TOTAL (375,000,000 pages @ \$.0169 OVER 7.5 YEARS)		\$ 6,337,500.00

TOTAL CONTRACT COST	\$ 7,837,395.22
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HOURLY RATES FOR ADDITIONAL CUSTOM WORK

	Title	Hourly Rate
	ROLE DESCRIPTION	
	Professional Services (Remote)	\$ 150.00
	Professional Services (On-site) - Minimum 3 days	\$ 333.00
	Engineering / Machine Learning	\$ 200.00
	Data Capture Analyst	\$ 125.00

- *costs include all applicable taxes.*

END OF EXHIBIT B

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT: RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

CONTRACT NO: 23-019

COUNTY PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY PROGRAM MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS AND GRANTS MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY'S ADMINISTRATION

COUNTY CONTRACTS AND GRANTS ANALYST:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS AND GRANTS MONITOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

INVOICE QUESTIONS:

For questions, send an e-mail to accountspayable@rrcc.lacounty.gov and copy the County Project Director, County Project Manager and County Contract Project Monitor.

Include the name of your company, contract name and contact number.

CONTRACTOR'S ADMINISTRATION

CONTRACT: RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

CONTRACT NO: 23-019

CONTRACTOR PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR ALTERNATE PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR AUTHORIZED OFFICIAL(S)

Name:
Title:
Address:

Telephone:
E-Mail Address:

Name:
Title:
Address:

Telephone:
E-Mail Address:

NOTICES TO THE CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name:
Title:
Address:

Telephone:
E-Mail Address:

Name:
Title:
Address:

Telephone:
E-Mail Address:

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Applicability of the forms below is based on the type of contract.

COVID-19 COMPLIANCE

COVID-19 Vaccination Certification of Compliance is applicable to Contracts where Contractor's employees 1) Interact in-person with County workforce, 2) Work onsite at County-owned, or controlled facilities/property while performing services under a Contract with the County; or 3) Come into contact with the public while performing in-person services under a Contract with the County.

F1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT

F2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

F3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

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 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 my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

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

Contractor Name _____ Contract _____

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 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.

**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.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



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.**



BabySafeLA.org

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.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to

provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

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

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

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

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

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable

media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

Sanitization” such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County’s request. On termination or expiration of this Contract, the County will return or destroy all Contractor’s Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County’s option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made

available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Kevin Sasaki
(on behalf of) Departmental Information Security Officer
12400 Imperial Highway, Suite 7001
Norwalk, CA 90650
(562) 462-2611
ksasaki@rrcc.lacounty.gov

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

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

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

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

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

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

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

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

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

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

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

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

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

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the

Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct a SOC 2, Type 2 audit of its internal controls for security, Availability, processing Integrity, Confidentiality, and privacy annually. The Contractor shall have a process for correcting control deficiencies that have been identified in the SOC 2, Type 2 audit, including follow up documentation providing evidence of such corrections. The results of the SOC 2, Type 2 audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (30) Days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current SOC 2, Type 2 audit certification upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

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

- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor shall manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

DEFINITIONS

All capitalized terms, words and phrases shall have the meaning given in Exhibit L (Definitions) whenever used in this Request for Proposals (RFP), including the body of the RFP, Contract, including the body of the Contract and Statements of Work, Attachments, Appendices, and Schedules hereto. Capitalized terms not otherwise defined in Exhibit L (Definitions) shall have the meanings ascribed to them in the document in which they appear.

In the event there is a conflict between how a term is defined in Exhibit L (Definitions) and any other portion of the RFP or Contract, the order of precedence for understanding the meaning of that term shall be as follows: (a) how that term is defined in this Exhibit L (Definitions), (b) how that term is defined in the body of the RFP or Contract, (c) how that term is defined in the Statement of Work, and (d) how that term is defined in the other Exhibits, Appendices, Attachments, or Schedules pursuant to Section 1 (Applicable Documents).

Unless otherwise specified in Exhibit L (Definitions), all references in Exhibit L (Definitions) to Sections shall refer to the respective Sections of the body of the Contract (rather than the Exhibits or Appendices thereto).

Addendum: A written document attached or added to a solicitation after it has been released, to clarify, modify, or support the information in the original document. An addendum becomes part of the solicitation document.

Alternate Project Manager: The designated alternate to the Project Manager.

Amendment: A change to a contract made by adding, modifying, or omitting a certain provision or term. Amended contracts, when properly executed (signed by all parties concerned), retain the legal validity of the original contract.

Application Architecture: A structural map of how an organization's software applications are assembled and how those applications interact with each other to meet business or user requirements.

Board of Supervisors, Board, or BOS: The Board of Supervisors of the County of Los Angeles acting as governing body.

Business Capability Mapping: The process of modeling what a business does to reach its strategic objectives (its capabilities), instead of how it achieves IT objectives (its business processes).

Change Notice: An order prepared and executed by the Registrar-Recorder or his/her designee relating to any change to the Contract which is clerical or administrative in nature and/or does not affect any term or condition of the Contract.

Conceptual Architectural Diagram: The formal name given to the pictorial representation of the system architecture. It is a drawing, rendering, or map that visually describes, at a high level, the particulars of the system in question.

Conceptual Solution Diagram: A diagram that provides a high-level orientation of the solution that is envisaged in order to meet the objectives of the architecture engagement.

Conference, Bidders'/Proposers: An open forum for vendors to receive clarification on the points outlined in the solicitation and ask questions concerning the solicitation.

Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

Contract Term: The term of the Contract set forth in Section 4.0 thereof.

Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

Contractor Project Manager: The person designated by the Contractor to administer the Contract operations under this Contract.

County: The County of Los Angeles.

County Project Manager: Person designated by County's Project Director to manage the operations under this contract.

County Contract Project Monitor: Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

County Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

Day(s): Calendar day(s) unless otherwise specified.

Department: The Department of Registrar-Recorder/County Clerk.

Department Head: The head of the Department of Registrar-Recorder/County Clerk.

End User: The County user of the software.

Evaluation: The process by which the County reviews and analyzes bids/proposals in comparison to established criteria and which result in the recommended selection of a contractor.

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

Grantor/Grantee: The party name(s) on the recorded document.

Holdbacks: A portion held back from the payment amount associated with a specific completed deliverable pending and contingent upon the completion and acceptance of all deliverables.

Information Architecture: The discipline of making information findable and understandable. It includes searching, browsing, categorizing and presenting relevant and contextual information to help people *understand* their surroundings and *find* what they're looking for online and in the real world.

Knowledge Transfer Plan: A plan to systematically identify, capture, and document critical information from experts across a business to ensure that this information is structured, stored, and transferred to everyone who could benefit from it.

Non-responsibility: Finding a vendor incapable of performing as a responsible County contractor, based on performance history or other relevant documentation.

Non-responsive: The failure of a vendor to comply with all solicitation requirements making the Proposal/Bid/SOQ ineligible for consideration during the evaluation/review process.

Optical Character Recognition or OCR: The electronic conversion of images of typed, handwritten or printed text into machine-encoded text from recorded document images.

Option Term: The term for each time the County exercises its option to extend the Contract Term.

Project Closeout Document: The final document produced for the project and is used by senior management to assess the success of the project, identify best practices for future projects, resolve all open issues, and formally close the project.

Project Control Document: Document used to track and enforce controlled processes and practices for the creation, review, modification, issuance, distribution and accessibility of a project.

Proposal: A document submitted by a Proposer in response to a Request for Proposals. A Proposal provides services and/or solutions to an identified need at a particular price under given Terms and Conditions.

Proposer(s): One who responds to a solicitation with a proposal.

Registrar-Recorder/County Clerk, RR/CC, or RRCC: The head of the Department of Registrar-Recorder/County Clerk.

Request for Proposal or RFP: Solicitation based on proposed solutions in response to a defined need of the County. Contract recommended for award to the proposer who submits the proposal deemed to be in the overall best interest of the County (generally the highest-ranking proposer).

Responsible: A bidder/proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030) and has the financial and managerial ability to perform the required work.

Responsive: Vendor who submits a bid/proposal to the County that complies with all solicitation requirements.

Restrictive Covenants or RC: Language in the original document that contains an unlawful restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information.

Security Architecture: A unified security design that addresses the necessities and potential risks involved in a certain scenario or environment.

Service: Work activity performed by a vendor to fulfill the needs of the County.

Service Level Agreement or SLA: A contract between a service provider and its customers that documents what services the provider will furnish and defines the service standards the provider is obligated to meet.

Solicitation/Solicitation Document: A document developed by the County to obtain bids, proposals, and other information from bidders/proposers.

Solution Design Document: All business and technical requirements including any approved customizations, along with the implementation and support approach that will be used by Contractor to develop and implement the solution.

Statement of Work or SOW: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

Subcontract: An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

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

Submission Deadline: The time and date specified by the County for receipt of bids/proposals.

Super User: A user of a computer system with special privileges needed to administer and maintain the system; a system administrator.

WebVen: The County's database and website, hosted by the Internal Services Department (ISD), used by vendors to register to do business with the County of Los Angeles.

DEBARMENT CERTIFICATION

I, _____, on behalf of Extract Systems, ("Contractor"),
certify that on County Contract #23-019 Restrictive Covenant Modification Program
Services:

By checking the boxes, the contractor is certifying that it is not on the following lists below:

- ☐ Federal Suspended and Debarred Vendors List
<https://sam.gov/content/home>
Contractor certifies that they are not suspended, excluded or debarred.

- ☐ State of California Debarred Vendors List
<https://www.dir.ca.gov/dlse/debar.html>
Contractor certifies that they are not suspended, excluded or debarred.

County reserves the right to monitor federal, state, or local level databases at any time
during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material
breach of the Contract. In the event of such material breach, County may, in its sole
discretion, terminate the Contract.

Contractor Personnel includes subcontractors (If applicable).

I have authority to bind the Contractor and have reviewed the requirements above and
further certify that I will comply with said requirements.

Name (Print): _____

Title: _____

Signature: _____

Date: _____

Company/Contractor Name



**Chief
Information
Office**

Peter Loo
ACTING CHIEF INFORMATION OFFICER

DRAFT

CIO

ANALYSIS

Attachment 2

BOARD AGENDA DATE:

12/19/2023

SUBJECT:

REQUEST APPROVAL OF CONTRACT WITH EXTRACT SYSTEMS FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

CONTRACT TYPE:

☒ New Contract ☐ Sole Source ☐ Amendment to Contract #:

SUMMARY:

Description:

The department of Registrar-Recorder/County Clerk (RR/CC) is requesting approval to execute Contract #23-019 with Extract Systems (Contractor) to provide Restrictive Covenant Modification Program Services. The Contract will be for an initial term of five years, with two additional one-year extensions and six additional month-to-month extensions for a total maximum Contract term of seven years and six months, and a total Contract sum of \$7,837,395.

RR/CC is also requesting Delegated Authority to prepare and execute future amendments to extend the initial five year Contract for two one-year options and six month-to-month extensions.

RR/CC is also requesting delegated authority to prepare and execute future amendments to the Contract, as needed, to (1) reflect changes resulting from new legislation or changes to County Policy Terms and Conditions; (2) reflect changes in State and County legislation; or (3) modify the Statement of Work to meet operational needs based on County Counsel advisement.

RR/CC is also requesting delegated authority to execute changes to the estimated contract amount up to an additional 10%, or \$783,739, of the maximum Contract amount, to account for any unforeseen increases provided the Chief Executive Office (CEO) and County Counsel approval is obtained.

RR/CC is also requesting delegated authority to terminate the contract provided County Counsel approval is obtained.

APPROVAL OF CONTRACT WITH EXTRACT SYSTEMS FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

Contract Amount: \$8,621,134 – including initial term, optional terms and 10% increase. The Contract is fixed priced and Deliverables based.

FINANCIAL ANALYSIS:

Contract costs:

Initial five-year term, two one-year options and 6 month-to-month options

Implementation Services.....	\$	167,000
Data Storage.....	\$	275,000
Licensing.....	\$	6,337,500
Maintenance/Support.....	\$	1,057,895
Reserve for unforeseen increases (10%).....	\$	783,739

Total Costs: \$ 8,621,134

Notes:

The AB 1466 program is fully funded by a \$2.00 fee per recording for current documents submitted to the Department and does not require Net County Cost. The Department anticipates collecting approximately \$2,500,000 per fiscal year, along with projected revenue in the current fiscal year, for the period of 2024-2031. The revenue being collected is currently being accounted for in a budgeted special revenue trust fund with all related program expenses charged to the dedicated account. In the event there are insufficient funds in this dedicated account to cover program costs, RR/CC would scale back the throughput or identify processes that can be charged to the Recorder Micrographics special revenue trust fund to supplement the difference.

RISKS:

- 1. Quality of Services:** The purpose of this contract is to procure and implement a cloud-based system and processes to support the implementation of Assembly Bill 1466, which went into effect on January 1, 2022, and requires county recorders to address and remove discriminatory language in historical documents. RR/CC plans to implement a system for reviewing all documents recorded in Los Angeles County from the 1850's to the present (approximately 450 million pages) to identify and redact these restrictive covenants. The system will use Optical Character Recognition and will be scalable to accommodate future growth.

The Statement of Work for this contract is well-structured and includes 25 individual Deliverables, associated payments and Deliverable holdbacks. Some of the key Deliverables include: Solution Design and Configuration, Interface Specifications, Reporting Module, System Testing, Training and Knowledge Transfer, Production Cutover Plan and Post Deployment support. The contract includes a Performance Requirements Summary that outlines deductions/fees to be assessed to the Contractor if certain performance levels are not met. Liquidated Damages are also identified in the contract.

APPROVAL OF CONTRACT WITH EXTRACT SYSTEMS FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

2. **Project Management and Governance:** The Office of the CIO (OCIO) recommends strong project governance and a dedicated project manager to adhere to schedule, budget and scope, and to manage vendor performance. The OCIO has verified that RR/CC has an Executive Sponsor and Project Manager for this project. The Contractor will have a full-time Project Manager and alternate for this project. RR/CC will also have a Project Director and Contract Project Monitor. RR/CC will evaluate the Contractor's performance using a Quality Assurance Plan. The Contractor will establish and utilize a Quality Control Plan to ensure the County a consistently high level of service throughout the term of the contract.
3. **Information Security:** The County's Office of the Chief Information Security Officer (OCISO) reviewed the security components of this contract and recommended that RR/CC update the Information Security and Privacy Requirements Exhibit to the most recent version. The contract also includes Cyber Liability insurance with limits of \$2 Million per occurrence and in the aggregate.
4. **Contract Risks:** No contract risks have been identified. County Counsel approved the proposed contract as to form. CEO Risk Management has also reviewed and approved the insurance and indemnification provisions as to form. The contract includes a Commercial General Liability Insurance clause with a maximum of \$1 Million per occurrence and \$2 Million in the aggregate.

PREPARED BY:

(NAME) DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, ACTING CHIEF INFORMATION OFFICER

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/6/2023			
BOARD MEETING DATE	12/19/2023			
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)	Los Angeles County Development Authority (LACDA)			
SUBJECT	Amendment to PeopleSoft Technical Support Services Contract			
PROGRAM	Information Technology			
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	N/A			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$801,680</td><td style="width: 50%;">Funding source: LACDA's Fiscal Year 2023-24 Operating Budget</td></tr> </table>		Total cost: \$801,680	Funding source: LACDA's Fiscal Year 2023-24 Operating Budget
Total cost: \$801,680	Funding source: LACDA's Fiscal Year 2023-24 Operating Budget			
	TERMS (if applicable): The Contract term is five years and the LACDA is in Year 4 of the Contract. The Contract will be extended by seven months to January 31, 2025.			
	Explanation: The Amendment extends the term by seven months and increases the maximum Contract amount \$728,800 plus \$72,880 (10%) in pool dollars to a total of \$801,680 for the remainder of the Contract.			
PURPOSE OF REQUEST	To authorize a Contract Amendment with Mythics, Inc. (Mythics) to extend the term and to increase the maximum Contract amount to enable the LACDA to upgrade its Oracle PeopleSoft PeopleTools, Financial and Supply Chain Management (FSCM), and Human Capital Management (HCM) software.			
BACKGROUND (include internal/external issues that may exist including any related motions)	LACDA entered into a Contract with Mythics on July 1, 2019, for Peoplesoft FSCM and HCM license support and maintenance. This increase is for Mythics to provide professional PeopleSoft consulting services to assist LACDA information technology staff to upgrade Oracle Peoplesoft PeopleTools, FSCM, and HCM to the most current versions available at the time of the upgrade. Funds have been included through the LACDA's annual budget approval process, The LACDA's FY 2023-2024 will include an additional \$728,800, plus \$72,880 in pool dollars for unforeseen costs.			
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: Cesar Delgado, Acting IT Manager, (626) 586-1707 Cesar.Delgado@lacda.org			

December 19, 2023

Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AMENDMENT TO THE PEOPLESOFT TECHNICAL SUPPORT SERVICES
CONTRACT
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter requests approval of Amendment Three to the Los Angeles County Development Authority's (LACDA) Contract with Mythics, Inc. (Mythics) for Oracle PeopleSoft Support Services to extend the term and to increase the maximum Contract amount to support the upgrade of the LACDA's Oracle PeopleSoft PeopleTools, Financial and Supply Chain Management (FSCM), and Human Capital Management (HCM) software to the most current supported versions.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director or his designee to execute the attached Amendment Three to the existing Contract with Mythics to extend the term by seven months to January 31, 2025, and to increase the maximum Contract amount by \$728,800 plus \$72,880 (10%) in pool dollars for unforeseen costs, increasing the total compensation under the Contract up to \$3,295,641.

2. Authorize the Executive Director to incorporate up to \$801,680 of program funds into the LACDA's approved Fiscal Year 2023-2024 budget for the cost increases.
3. Find that approval of an Amendment to the existing Contract for Peoplesoft Technical Support Services is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
4. Authorize the Executive Director or his designee, upon his determination and as necessary and appropriate under terms of the contract, to amend the Contract to add or delete services and utilize pool dollars, and if necessary, terminate for convenience the Contract with Mythics.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to authorize a Contract Amendment with Mythics to enable the LACDA to purchase professional services to assist LACDA information technology (IT) staff to upgrade its Oracle PeopleSoft PeopleTools, FSCM, and HCM software to the most current supported versions.

The LACDA uses Oracle PeopleSoft software for its Enterprise Resource Planning (ERP) system suite that supports its financial management, human resources management and purchasing operations. The Oracle PeopleSoft software versions currently used by the LACDA are no longer supported and does not include tax updates, which require workarounds from LACDA staff for tax reporting documents. To avoid any business disruptions or other workarounds, it is necessary to upgrade to the latest versions supported by Oracle PeopleSoft.

On June 11, 2019, the Board approved a Contract with Mythics for Oracle PeopleSoft Licensing and Technical Support Services for a term of five years, from July 1, 2019 through June 30, 2024, for a maximum contract sum of \$1,079,533.81. Under this Contract, Mythics provides software support services for Oracle PeopleSoft HCM and FSCM.

On September 15, 2020, the Board approved Contract Amendment One to increase the maximum Contract amount by \$820,764 plus \$82,077 in pool dollars for a total of \$1,982,375 to purchase additional Oracle PeopleSoft FSCM enterprise licenses and support fees to comply with the LACDA's Oracle Enterprise License Agreement (ELA) requirements.

On October 4, 2022, the Board approved Contract Amendment Two to increase the maximum Contract amount by \$465,080 plus \$46,508 in pool dollars for a total of

\$2,493,963 to purchase additional Oracle PeopleSoft HCM/FSCM enterprise licenses and support fees maintain Oracle ELA compliance.

This proposed Amendment Three would increase the maximum Contract amount by \$728,800 plus \$72,800 in pool dollars for a total of \$801,680 to purchase professional services to support the upgrade PeopleTools, FSCM, and HCM to the most current software versions, and to extend the Contract term by seven months to January 31, 2025 to allow time to complete the upgrade.

The LACDA will return to the Board in late 2024 for a new contract for PeopleSoft support, after conducting a competitive solicitation.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The remaining Contract term will include an additional \$728,800, and the LACDA is setting aside \$72,800 in pool dollars for unforeseen costs. Funds will be included through the LACDA's annual budget approval process. The maximum contract amount increase for the remainder of the Contract will be \$801,680, including the pool dollars. Because federal funding is used for the Contract, the LACDA requested and received approval from the U.S. Department of Housing and Urban Development for the extension.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with Board Policy 6.020 "Chief Information Office Board Letter", the Office of Information Office (OCIO) has reviewed the IT components of this request and recommends approval. The OCIO determined that this recommended action will allow the LACDA to achieve software currency and effectively support its business operations, and does not include any new IT items that would necessitate a formal CIO analysis.

Commented [GM1]: Need to check with my management about the need for a CIO Analysis. Let's use this placeholder for now.

The Contract Amendment with Mythics has been reviewed by County Counsel and is attached in substantially final form.

ENVIRONMENTAL DOCUMENTATION

The proposed activities are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES AND PROJECTS

Honorable Board of Commissioners
December 19, 2023
Page 4

The purchase of the Oracle PeopleSoft professional services will allow the LACDA to maintain software currency with its Oracle PeopleSoft software and effectivity support its business operations. The software will continue to be instrumental in meeting the LACDA's core business requirements for Finance, Human Capital Management and Procurement.

Respectfully submitted,

Reviewed by:

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

PETER LOO
Acting Chief Information Officer
County of Los Angeles

Enclosures

PEOPLESOFT TECHNICAL SUPPORT SERVICES CONTRACT

AMENDMENT NO. 3

THIS AMENDMENT NO. 3 ("AMENDMENT") TO CONTRACT FOR PEOPLESOFT TECHNICAL SUPPORT SERVICES CONTRACT is made and entered into this ____ day of _____, _____, by and between the Los Angeles County Development Authority, hereinafter referred to as "LACDA" and Mythics, Inc., hereinafter referred to as "Contractor". The LACDA and Contractor are collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the LACDA and the Contractor entered into an original Contract on July 1, 2019, to provide Oracle products and services to the LACDA ("Contract") for five (5) years for \$1,079,533.81;

WHEREAS, on June 11, 2019, the Board of Commissioners authorized the LACDA to execute a contract, and any necessary amendments, with the County to provide PeopleSoft Technical Support Services ("Services") for a term of five (5) years at a not to exceed sum of \$1,079,533.81, which includes any pool dollars and all applicable taxes;

WHEREAS, the LACDA and the Contractor entered into a Contract on July 1, 2019, to provide such Services to the LACDA ("Contract") for five (5) years and the maximum amount of this Contract shall be \$1,079,533.81;

WHEREAS, on September 15, 2020, the Board authorized the Acting Executive Director amend the Contract sum an additional \$902,841.00 for purchase of additional PeopleSoft licenses and services;

WHEREAS, on September 22, 2020, the Parties executed Amendment No. 1 to amend said Contract to purchase an additional 150 PeopleSoft Financial and Supply Chain Management (FSCM) licenses with associated maintenance costs, and to increase the compensation using Board approved funds by a total of \$820,763.12, increase year two (2) by \$274,454.25, year three (3) by \$327,905.34, year four (4) by \$107,060.55, and year five (5) by \$111,342.98, additional pool dollars by a total of \$82,076.31 for additional software licenses, support and the ability to allow for unforeseeable increases as needed and additional contingency of \$98,139.44;

WHEREAS, on October 4, 2022, the Board authorized the Executive Director, or his designee, to increase the Contract sum an additional \$511,588.00 for purchase of additional PeopleSoft licenses and services;

WHEREAS, on October 4, 2022, the Parties executed Amendment No. 2 to amend said Contract to purchase an additional 400 update licenses of PeopleSoft Human Capital Management (HCM) and PeopleSoft Financial and Supply Chain Management (FSCM) with associated maintenance costs, and to increase the compensation using Board approved funds by a total of \$511,587.22, increase year four (4) by \$391,632.20, and

year five (5) by \$73,447.09, additional pool dollars by a total of \$46,507.93 for additional software licenses, support and the ability to allow for unforeseeable increases as needed, and to amend the exhibits to incorporate such additional services;

WHEREAS, on December 19, 2023, the Board authorized the Executive Director, or his designee, to increase the Contract sum an additional \$801,680.00 for provide professional consulting services to upgrade PeopleSoft to current images version;

WHEREAS, the Parties now wish to amend said Contract to provide professional consulting services to upgrade Peoplesoft Financial and Supply Chain Management (FSCM) and Human Capital Management (HCM) to current images, and to revise Exhibit B, Statement of Work to add PeopleTools Upgrade, Application Update, and to increase the compensation using Board approved funds by a total of \$728,800, additional pool dollars by a total of \$72,880.00 for additional software licenses, support and the ability to allow for unforeseeable increases as needed; and

WHEREAS, it is the intent of the Parties hereto to amend the Contract to update certain terms and conditions to the Contract, and to provide for other changes set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings, herein, the Parties hereto agree that said Contract be amended as follows:

1. This Amendment shall be effective upon execution.
2. The Contract is hereby incorporated by reference, and all terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
3. Section 5.1, Contract Sum, is amended to read as follows:

5.1 Contract Sum

The Maximum Amount of this Contract shall be Three Million Two Hundred Ninety-Five Thousand Six Hundred Forty-Three and 0/100 (\$3,295,643.00) for the term of this Contract, including Pool Dollars and all applicable taxes as set forth Paragraph 4.1 - Term, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Contractor.

4. Exhibit B, Statement of Work, is hereby supplemented to reflect the additional work using Pool Dollars and attached here to as Exhibit B-1, Statement of Work.
5. Exhibit C, Fee Schedule, is hereby supplemented to reflect the additional work using additional Contract dollars and attached hereto as Exhibit C-1, Fee Schedule.

6. All other terms and conditions in the Contract shall remain the same and in full force and effect.

[Signature on the following page]

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SIGNATURES

IN WITNESS, WHEREOF, the LACDA and the Contractor, through their duly authorized officers, have executed this Amendment No. 3 as of the date first above written.

CONTRACTOR: MYTHICS, INC.

By _____
Deonte J. Watters
Director Contracts

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY

By _____
Emilio Salas
Executive Director

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Elizabeth Pennington
Deputy County Counsel

By _____
Kathy Thomas
Chief of Operations

**EXHIBIT B-1, STATEMENT OF WORK
FOR
PEOPLESOFT TECHNICAL SUPPORT SERVICES
(REVISED DECEMBER 19, 2023)**

The Contract by and between the Los Angeles County Development Authority and Mythics, Inc. for PeopleSoft Technical Support Services is updated to amend and add to original Statement of Work, Exhibit B, and to add Sections 3.2 Engagement and Assumptions, 3.3 PeopleTools Upgrade, and 3.4 FSCM Application Update.

3.2 Engagement and Assumptions

The Contractor shall provide the following engagement and assumptions with LACDA to perform and provide the system requirements listed below:

- 3.2.1 Work with LACDA for engagement success. The Contractor requires the following, known, activities, roles, and participation from LACDA. Additional requests and requirements may surface during delivery and will be tracked by the Project Manager.
 - The Contractor and LACDA Primary Contact will mutually agree on work schedule.
- 3.2.2 Work with LACDA to accurately assess and estimate the requested consulting services. As no discovery effort is ever holistically exhaustive, a summary of assumptions made by the Contractor in assembling this revised Statement of Work for Section 3.3 through 3.4. If any assumptions prove to be invalid during delivery, adjustments to schedule, scope, or budget outlined herein may be required to complete the Description of Services.
 - All work will be completed remotely.
- 3.2.3 Work with LACDA for requested consulting services and labor categories to deliver the services defined within this statement of work. The Contractor has made every effort to accurately estimate the hours required to accomplish the defined scope. The LACDA will be invoiced based on fixed price for section 3.3 and time and materials for section 3.4, at the rates reflected in the revised Exhibit C-1, Fee Schedule. Any additional hours required or requested are subject to the same rate, invoicing and payment terms.
- 3.2.4 Change Control
 - The Contractor has made every attempt to accurately estimate the effort required to size the subscription and successfully deliver on the tasks described.
 - The LACDA acknowledges and agrees that the LACDA induced Changes are out of the Contractor's control, and the length of the tasks and associated level of effort for the subscription could be impacted, thus, necessitating a change
 - The LACDA's engineering and technical personnel may from time-to-time render assistance, give technical advice, or exchange information with The Contractor's personnel in relation to LACDA's

service. Such assistance, advice, and/or exchange of information shall not be construed as the LACDA's consent or authority to effect any changes to LACDA's order or the goods and/or services provided thereunder. Under no circumstances shall any resulting change in goods and/or services or provisions of LACDA's order be binding upon LACDA unless incorporated as a change in accordance with Section 3.2.1.

- Each Change Order shall be governed by the terms of this subscription and shall reference the effective date of this subscription. In the event of a conflict in the terms and conditions of this statement of work and the terms and conditions of a Change Order the latter shall take precedence, reference Exhibit 2, Consulting Terms and Conditions

3.3 PeopleTools Upgrade

The Contractor shall provide the following PeopleTools Upgrade to perform and provide the system requirements listed below:

3.3.1 Work with LACDA with two (2) parallel phases for the PeopleTools Upgrade.

- One upgrade for HCM Pillar and one upgrade for FSCM.

3.3.2 Work with LACDA for up to five (5) months to complete PeopleTools upgrade.

3.3.3 Work with LACDA and provide the following scope:

- Review of existing documentation (system and process).
- PeopleSoft Application Review (Functional/Technical).
- Provide Specifications for new PeopleSoft servers on Azure (Windows Server OS).
- Install and Configure Demo environment, Run Compare Reports.
- Build up to 3 environments (1 Dev, 1 Test, 1 Prod) for HCM.
- Build up to 3 environments (1 Dev, 1 Test, 1 Prod) for FSCM.
- For each environment build Mythics will
 - Install and configure PeopleTools, middleware.
 - Install and configure Microsoft SQL Server database.
 - Perform PeopleTools upgrade from 8.54 to 8.60 (or most current patch level).
 - Perform SQL Server upgrade to SQL Server 2019.
- SSL Installation.
- Application Verification.

3.3.4 Work with LACDA and provide the following deliverables:

- Complete HCM PeopleTools upgrade for up to 3 environments (dev, tst Prod).
- Complete FSCM PeopleTools upgrade for up to 3 environments (dev, test, Prod).

3.3.5 Work with LACDA based on the following assumptions:

- LACDA will provide valid license codes for installation.
 - The Contractor will provide up to 3 passes for each pillar prior to final cutover.
 - Architecture is configured for high availability on Application Servers (2 app servers, single batch and web servers) for Production environment. No high availability is configured for Dev and Test environments.
 - LACDA is using a standalone version of SQL Server on Azure infrastructure not Azure SQL Server.
 - No Crystal Reports to be converted.
 - No Single Sign On functionality.
 - No External Internet Gateway.
 - Authentication using Microsoft Active Directory.
 - Fluid Interface suppressed (until Phase 2). Classic Menu to be retained.
 - LACDA to provide Azure Infrastructure Build/Support and Database Analyst for SQL Server Upgrade.
 - LACDA to provide User Acceptance Testing.
 - LACDA to provide licensing for Visual Cobol and MS Excel.
 - LACDA to provide conversion of nVision layouts, if necessary.
- 3.3.6 Both PeopleTools upgrades will be conducted simultaneously. Work with LACDA and provide a schedule, as each PeopleTools upgrade will be performed in parallel in roughly five (5) months. Final timing, duration, and due dates of the services and deliverables will be agreed upon between the Contractor and the LACDA.

3.4 FSCM and HCM Application Update

The Contractor shall provide the following application updates to Financial and Supply Chain Management (FSCM) and Human Capital Management (HCM) to perform and provide the system requirements listed below:

- 3.4.1 Work with LACDA in a two (2) phase application update, phase 1 for FSCM and phase 2 HCM.
- 3.4.2 FSCM Application Update
- Work with LACDA based on agreed schedule.
 - Work with LACDA and provide the following scope:
 - PeopleSoft Financials and Supply Chain Application Image Update from Image 10 to Image 46 (or current image)
 - Modules – General Ledger, Commitment Control, Accounts Payable, Accounts Receivable, Purchasing, eProcurement, Asset Management
 - Number of Customizations – Approximately 600, plus 1800 queries. (Customization numbers include standalone customizations to delivered content)
 - Number of Customized SQRs: 70
 - Number of Customized BI Publisher: 10
 - Work with LACDA and provide the following Work Products:

- As Is Analysis – Current State Workshops, Pain Points
- Delta Training – Training and Discussion related to Functionality improvements between LACDA image (10) and current PeopleSoft image.
- Fluid Conversion
 - Perform Fit-Gap analysis on the delivered Fluid UI Navigation constructs like Homepages, Tiles, Navigation Collections against LACDA requirements
 - Design and build comprehensive Fluid navigation structure to ensure easy access
 - Configure and manage security to support Fluid UI based navigation
 - Package and perform change control activities to migrate Fluid UI based navigation to all environments.
- Customization Analysis – Compare Report, RICE Preparation, Future State Disposition
- Customization Retrofit – Development and carry forward of customizations
- Customization Removal – For items that can be removed, migration to delivered functionality or Configurable enhancement.
- Test Planning – Creation of Test Plans and Guidance on execution (LACDA responsible for test execution)
- Work with LACDA based on the following assumptions:
 - Customizations will be brought forward as is.
 - No Functionality improvements/modifications are planned.
 - The fluid interface (home pages, tiles and delivered Nav Collections) will be enabled. However, any classic pages that need to be converted to fluid pages will require additional hours.
- Work with LACDA and provide a schedule for the FSCM update, estimated at 4-months and final timing, duration, and due dates of the services and deliverables will be agreed upon between the Contractor and the LACDA.

3.4.3 HCM Application Update

- Work with LACDA based on agreed schedule.
- Work with LACDA and provide the following scope:
 - PeopleSoft Human Capital Management Application Image Update from Image 15 to Image 45 (or current image)
 - Modules – Payroll for NA, HR, Benefits Administration, Time and Labor, GL, Directory Interface, eBenefits, ePay, ePerformance, eProfile, Profile Management
 - Number of Customizations – 4443 which include 3733 queries (Customization numbers include standalone customizations as well as customizations to delivered content)
 - Number of Customized SQRs: 57
 - Number of Customized BI Publisher: 34
- Work with LACDA and provide the following work products.

- As Is Analysis – Current State Workshops, Pain Points
- Delta Training – Training and Discussion related to Functionality improvements between LACDA image (15) and current PeopleSoft image.
- Fluid Conversion –
 - Perform Fit-Gap analysis on the delivered Fluid UI Navigation constructs like Homepages, Tiles, Navigation Collections against LACDA requirements
 - Design and build comprehensive Fluid navigation structure to ensure easy access
 - Configure and manage security to support Fluid UI based navigation
 - Package and perform change control activities to migrate Fluid UI based navigation to all environments.
- Customization Analysis – Compare Report, RICE Preparation, Future State Disposition
- Customization Retrofit – Development and carry forward of customizations
- Customization Removal – For items that can be removed, migration to delivered functionality or Configurable enhancement.
- Test Planning – Creation of Test Plans and Guidance on execution (LACDA responsible for test execution)
- Work with LACDA and provide the following assumptions:
 - Customizations will be brought forward as is.
 - No Functionality improvements/modifications will be included.
 - The fluid interface (home pages, tiles and delivered Nav Collections) will be enabled. However, any classic pages that need to be converted to fluid pages will require additional hours.
- Work with LACDA and provide a schedule for the HCM update, estimated at 4-months and final timing, duration, and due dates of the services and deliverables will be agreed upon between the Contractor and the LACDA.

Exhibit 2:
Mythics Consulting Terms and Conditions

Warranty – The Contractor warrants that services will be provided in a professional manner consistent with industry standards. LACDA must notify the Contractor of any warranty deficiencies within ninety (90) calendar days from performance of the services.

THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, LACDA'S EXCLUSIVE REMEDY, AND THE CONTRACTOR'S ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF THE CONTRACTOR CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, LACDA MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE DEFICIENT SERVICES.

Standard of Conduct - In rendering services under this Agreement, the Contractor shall conform to the highest professional standards of work and business ethics. The Contractor shall not use time, materials, or equipment of LACDA without the prior written consent of LACDA.

Indemnification - The Contractor covenants to fully indemnify, save and hold harmless LACDA, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by the Contractor under this agreement which may be attributed to negligence by the Contractor.

Intellectual Property Rights - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to LACDA by the Contractor in connection with the services rendered under this Agreement shall belong exclusively to LACDA and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, the Contractor hereby assigns to LACDA the ownership of copyright or mask work in the Deliverable Items, and LACDA shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. The Contractor agrees to give LACDA or its designees all assistance reasonably required to perfect such rights.

Notwithstanding the foregoing, LACDA acknowledges that, as part of performing the Services, the Contractor may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by the Contractor or that have been purchased by or licensed to the Contractor (collectively, the "Contractor's Proprietary Materials"), including enhancements, modifications or additions that have been developed while the Contractor has been performing the Services under this Agreement. The Contractor grants LACDA a perpetual, non-exclusive, worldwide, non-transferable license to use the Contractor's Proprietary Materials in connection with the Deliverables or the Services. LACDA agrees that the Contractor shall retain sole and exclusive right, title and interest in and to the Contractor's Proprietary Materials.

IP Indemnification - If a third party makes a claim against LACDA ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by the Contractor ("Provider"), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will

defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

- Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice the claim, (or sooner if required by applicable law);

- gives the Provider sole control of the defense and any settlement negotiations; and

- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees LACDA have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. The Contractor will not indemnify LACDA to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the Contractor. The Contractor will not indemnify LACDA for infringement caused by its actions against any third party if the program(s) as delivered to LACDA and used in accordance with the terms of this agreement would not otherwise infringe any third-party intellectual property rights. The Contractor will not indemnify LACDA for any claim that is based on: (1) a patent that LACDA was made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) LACDA's actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

Limitation of Liability - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY LACDA UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

Non-Solicitation - It is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.

Force Majeure - Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such party.

**EXHIBIT C-1
FEE SCHEDULE FOR
PEOPLESOFT TECHNICAL SUPPORT SERVICES**

(REVISED DECEMBER 19, 2023)

The Contractor shall provide PeopleSoft (PS) Technical Support Services as stated in the Exhibit B, Statement of Work. The Contractor shall be paid in accordance with the below table fee schedule. The license module breakdown for the original units, and revised add-on software licenses are noted in Section 2, Yearly 2-5 Fee.

SECTION 1: YEAR 1 FEE

Line Item	CSI	Oracle Product Description	License Type	Number of Licenses	Year 1 (07/01/2019-06/30/2020)
HCM/FSCM					
1	19591629	PS Enterprise eProcurement	Enterprise \$M in Operating Budget Perpetual	500	\$26,824.84
2	19591629	Micro Focus International Ltd. Net Express COBOL for	Named User	1	\$3,434.22
3	19591629	PS Enterprise Financials	Enterprise \$M in Operating Budget Perpetual	500	\$72,282.74
4	19591629	PS Enterprise Supplier Contract Management	Enterprise \$M in Operating Budget Perpetual	500	\$13,414.92
5	19591629	PS Enterprise Interaction Hub	Enterprise \$M in Operating Budget Perpetual	500	\$7,891.13
6	19591629	PS Enterprise Directory Interface	Employee Perpetual	600	\$454.53
7	19591629	PS Enterprise Purchasing	Enterprise \$M in Operating Budget Perpetual	500	\$14,835.31
8	19591629	PS Enterprise ePerformance	Employee Perpetual	600	\$3,977.13
9	Total				\$143,114.82

SECTION 2 – YEARS 2-5 YEARLY FEE

Line Item	Oracle Product Description	License Type	Number of Licenses	Year 2 (07/01/2020-06/30/2021)		Year 3 (07/01/2021-06/30/2022)		Year 4 (07/01/2022-06/30/2023)		Year 5 (07/01/2023-06/30/2024)	
HCM/FSCM				Original	Addon	Original	Addon	Original	Addon	Original	Addon
1	PeopleSoft Enterprise eProcurement	E\$MOBP*	500	\$28,305.48		\$29,437.70		\$30,615.21		\$31,839.92	
1a	A#1: Addon Licenses		3**		\$44,625.00		\$44,625.00				
1b	A#1: Yearly Software Update License & Support		3**		\$9,817.50		\$10,210.20		\$10,618.61		\$11,043.35
1c	A#1: Added Software License Support Increase						\$10,210.20		\$10,618.61		\$11,043.35
1d	A#2: Addon Licenses		4****				N/A		\$59,500.00		
1e	A#2: Yearly Software Update License and Support		4****				N/A		\$13,090.00		\$13,613.60
2	Micro Focus International Ltd. Net Express COBOL for	Names User	1	\$3,623.10		\$3,768.02		\$3,918.74		\$4,075.49	
2a	A#1: Not Applicable				N/A		N/A		N/A		N/A
2b	A#1: Not Applicable				N/A		N/A		N/A		N/A
2c	A#1: Not Applicable				N/A		N/A		N/A		N/A
2d	A#2: Not Applicable				N/A		N/A		N/A		N/A
2e	A#2: Not Applicable				N/A		N/A		N/A		N/A
3	PeopleSoft Enterprise Financials	E\$MOBP*	500	\$76,258.29		\$79,308.62		\$82,480.96		\$85,780.20	
3a	A#1: Addon Licenses		3**		\$120,225.00		\$120,225.00				
3b	A#1: Yearly Software Update License & Support		3**		\$26,449.50		\$27,507.48		\$28,607.78		\$29,752.09
3c	A#1: Added Software License Support Increase						\$27,507.48		\$28,607.78		\$29,752.09
3d	A#2: Addon Licenses		4****				N/A		\$160,300.00		
3e	A#2: Yearly Software Update License and Support		4****				N/A		\$35,266.00		\$36,676.64
4	PeopleSoft Enterprise Supplier Contract Management	E\$MOBP	500	\$14,152.74		\$14,718.85		\$15,307.60		\$15,919.90	
4a	A#1: Addon Licenses		3**		\$22,312.50		\$22,312.50				
4b	A#1: Yearly Software Update License & Support		3**		\$4,908.75		\$5,105.10		\$5,309.30		\$5,521.68
4c	A#1: Added Software License Support Increase						\$5,105.10		\$5,309.30		\$5,521.68
4d	A#2: Addon Licenses		4****				N/A		\$29,750.00		

4e	A#2: Yearly Software Update License and Support		4****				N/A		\$6,545.00		\$6,806.80
5	PeopleSoft Enterprise Interaction Hub	E\$MOBP*	500	\$8,325.14		\$8,658.15		\$9,004.48		\$9,364.66	
5a	A#1: Not Applicable		3**		N/A		N/A		N/A		N/A
5b	A#1: Not Applicable		3**		N/A		N/A		N/A		N/A
5c	A#1: Not Applicable				N/A		N/A		N/A		N/A
5d	A#2: Addon Licenses		4****				N/A		\$17,500.00		
5e	A#2: Yearly Software Update License and Support		4****				N/A		\$3,850.00		\$4,004.00
6	PeopleSoft Enterprise Directory Interface	EP***	600	\$479.53		\$498.71		\$518.66		\$539.41	
6a	A#1: Addon Licenses				\$13,125.00		\$13,125.00				
6b	A#1: Yearly Software Update License & Support				\$2,887.50		\$3,003.00		\$3,123.12		\$3,248.04
6c	A#1: Added Software License Support Increase						\$3,003.00		\$3,123.12		\$3,248.04
6d	A#2: Addon Licenses		2****				N/A		\$2,160.00		
6e	A#2: Yearly Software Update License and Support		2****				N/A		\$475.00		\$494.21
7	PeopleSoft Enterprise Purchasing	E\$MOBP*	500	\$15,651.25		\$16,277.30		\$16,928.39		\$17,605.53	
7a	A#1: Addon Licenses		3**		\$24,675.00		\$24,675.00				
7b	A#1: Yearly Software Update License & Support		3**		\$5,428.50		\$5,645.64		\$5,871.47		\$6,106.32
7c	A#1: Added Software License Support Increase						\$5,645.64		\$5,871.47		\$6,106.32
7d	A#2: Addon Licenses		4****				N/A		\$32,900.00		
7e	A#2: Yearly Software Update License and Support		4****				N/A		\$7,238.00		\$7,527.52
8	PeopleSoft Enterprise ePerformance	EP***	600	\$4,195.87		\$4,363.70		\$4,538.25		\$4,719.78	
8a	A#1: Not Applicable				N/A		N/A		N/A		N/A
8b	A#1: Not Applicable				N/A		N/A		N/A		N/A
8c	A#1: Not Applicable				N/A		N/A		N/A		N/A
8d	A#2: Addon Licenses		2****				\$9,450.00		\$18,900.00		
8e	A#2: Yearly Software Update License and Support		2****				\$2,079.00		\$4,158.00		\$4,324.32
9	A#1: HCM/FSCM Support & Update Rights Subtotal			\$150,991.40	\$49,491.75	\$157,031.05	\$102,942.84	\$163,312.29	\$107,060.55	\$169,844.89	\$111,342.98
9a	A#1: HCM/FSCM License Subtotal				\$224,962.50		\$224,962.50		\$0.00		\$0.00

9b	A#1: Addon/Update HCM/FSCM Software & License Total				\$274,454.25		\$327,905.34		\$107,060.55		\$111,342.98
9c	A#1: Revised HCM/FSCM Total				\$425,445.65		\$484,936.39		\$270,372.84		\$281,187.87
9d	A#2: Addon HCM/FSCM Licenses Subtotal				N/A		N/A		\$321,010.00		\$0.00
9e	A#2: Addon/Update HCM/FSCM Software & License Subtotal				N/A		N/A		\$70,622.20		\$73,447.09
9f	A#2: Addon/Update HCM/FSCM Total				N/A		N/A		\$391,632.20		\$73,447.09
9g	A#2: Revised HCM/FSCM Total				\$425,445.65		\$484,936.39		\$662,005.04		\$354,634.95
HRMS											
10	PS Enterprise Benefits Admin. for Public Sec	ECP***	500	\$9,025.16		\$9,386.17		\$9,761.62		\$10,152.08	
11	PS Enterprise Human Resources for Public Sec	ECP***	500	\$10,314.44		\$10,727.02		\$11,156.10		\$11,602.34	
12	PS Enterprise Payroll for Public Sector	ECP***	500	\$10,314.44		\$10,727.02		\$11,156.10		\$11,602.34	
13	PS Enterprise Time and Labor for Public Sect	ECP***	500	\$9,025.16		\$9,386.17		\$9,761.62		\$10,152.08	
14	PS Enterprise Epay	ECP***	500	\$1,289.31		\$1,340.88		\$1,394.52		\$1,450.30	
15	PS Enterprise Ebenefits	ECP***	500	\$1,289.31		\$1,340.88		\$1,394.52		\$1,450.30	
16	PS Enterprise Edevelopment	ECP***	500	\$1,289.31		\$1,340.88		\$1,394.52		\$1,450.30	
17	PS Enterprise Eprofile	ECP***	500	\$1,289.31		\$1,340.88		\$1,394.52		\$1,450.30	
18	PS Enterprise Ecompensation	ECP***	500	\$1,289.31		\$1,340.88		\$1,394.52		\$1,450.30	
19	PS Enterprise Erecruit	ECP***	500	\$1,289.31		\$1,340.88		\$1,394.52		\$1,450.30	
20	HRMS Subtotal			\$46,415.06		\$48,271.66		\$50,202.56		\$52,210.64	
21	HCM/FSCM & HRMS Grand Total			\$197,406.46	\$471,860.71	\$205,302.71	\$533,208.05	\$213,514.85	\$320,575.40	\$222,055.53	\$333,398.51
22	A#1: Pool Dollars										\$82,076.31
23	A#1: Total Contract Compensation Increase										\$820,763.12
24	Original Board Approval										\$1,079,533.81
25	A#1: Revised Contract Total										\$1,982,373.24
26	A#2: HCM/FSCM & HRMS Grand Total				\$471,860.71		\$533,208.05		\$320,575.40		\$333,398.51
27	A#2: Total Contract Compensation Increase										\$465,079.29
28	A#2: Pool Dollars										\$46,507.93
29	A#2: Increase Total										\$511,587.22
30	A#2: Revised Contract Total										\$2,493,960.46

*Enterprise \$M in Operating Budget Perpetual (E\$MOBP)
**Number of Increments (Increment Value: 50)
***Employee Count Perpetual (ECP)
****License Quantity to be bought (Increment Value: 100)

SECTION 3 – AMENDMENT #3 FOR YEARS 4-5 PEOPLETOLS, FSCM AND SERVICES

Amendment #2 Revised Contract Total Balance					\$2,493,960.46
Line	Section	Category	Services Provided	Fee Proposal	Fee
1	3.3 PeopleTools Upgrade	System Administration, Migration/Upgrade Services	FSCM PeopleTools Upgrade: Technical: Installation and Configuration of Server level Software, Middleware. PeopleTools Upgrade from 8.54.07 to 8.6. Migration to Windows Server 2016/2019. SQL Server Upgrade. Performance Tuning. Full Cutover Support including Rollback. Functional: Quality Assurance Validation of PeopleSoft Environment.	Fixed Price	\$90,000.00
2	3.3 PeopleTools Upgrade	System Administration, Migration/Upgrade Services	SQL Server 2019 Upgrade - FSCM	Fixed Price	\$20,000.00
3	3.3 PeopleTools Upgrade	System Administration, Migration/Upgrade Services	HCM PeopleTools Upgrade: Technical: Installation and Configuration of Server level Software, Middleware. PeopleTools Upgrade from 8.54.07 to 8.59. Migration to Windows Server 2016/2019. SQL Server Upgrade. Performance Tuning. Full Cutover Support including Rollback. Functional: Quality Assurance Validation of PeopleSoft Environment.	Fixed Price	\$90,000.00
4	3.3 PeopleTools Upgrade	System Administration, Migration/Upgrade Services	SQL Server 2019 Upgrade - HCM	Fixed Price	\$20,000.00
5	3.4.2 FSCM Application Update	Managing Director/Engagement Manager Region 4 Labor Category – Solution Architect	Responsible for Staffing and Solution Delivery. Roadmap and Planning. Provides Executive Level Communications. Initial Delta Assessment/Analysis Support	Estimated 60-Hours (Hourly Rate \$230)	\$13,800.00
6	3.4.2 FSCM Application Update	System Admin – Region 4 Labor Category- Principal Consultant II	Installation and Configuration of Server Level Software. Middleware. Performance Tuning	Estimated 240-Hours (Hourly Rate \$205)	\$49,200.00

7	3.4.2 FSCM Application Update	Developer Region 4 Labor Category- Principal Consultant I	PeopleTools, PeopleCode, Interface Build, Customization Retrofit	Estimated 400-Hours (Hourly Rate \$165)	\$66,000.00
8	3.4.2 FSCM Application Update	Functional Sr. Consultant Region 4 Labor Category – Sr. Principal Consultant	Customization Analysis, Future State, Implementation of New Functionality or Module. More complex configuration changes	Estimated 320-Hours (Hourly Rate \$220)	\$70,400.00
9	3.4.2 FSCM Application Update	Fluid Specialist Region 4 Labor Category – Principal Consultant II	Design and implement fluid interface changes including security modifications and home page creation	Estimated 200-Hours (Hourly Rate \$205)	\$41,000.00
10	3.4.2 FSCM Application Update	Project Manager I	Status Reporting, Meeting notes, billing, invoicing, overall project oversight	Estimated 80-Hours (Hourly Rate \$175)	\$14,000.00
11	3.4.3 HCM Application Update	Managing Director/Engagement Manager Region 4 Labor Category – Solution Architect	Responsible for Staffing and Solution Delivery. Roadmap and Planning. Provides Executive Level Communications. Initial Delta Assessment/Analysis Support	Estimated 60-Hours (Hourly Rate \$230)	\$13,800.00
12	3.4.3 HCM Application Update	System Admin – Region 4 Labor Category- Principal Consultant II	Installation and Configuration of Server Level Software. Middleware. Performance Tuning	Estimated 240-Hours (Hourly Rate \$205)	\$49,200.00
13	3.4.3 HCM Application Update	Developer Region 4 Labor Category- Principal Consultant I	PeopleTools, PeopleCode, Interface Build, Customization Retrofit	Estimated 400-Hours (Hourly Rate \$165)	\$66,000.00
14	3.4.3 HCM Application Update	Functional Sr. Consultant Region 4 Labor Category – Sr. Principal Consultant	Customization Analysis, Future State, Implementation of New Functionality or Module. More complex configuration changes	Estimated 320-Hours (Hourly Rate \$220)	\$70,400.00
15	3.4.3 HCM Application Update	Fluid Specialist Region 4 Labor Category – Principal Consultant II	Design and implement fluid interface changes including security modifications and home page creation	Estimated 200-Hours (Hourly Rate \$205)	\$41,000.00
16	3.4.3 HCM Application Update	Project Manager I	Status Reporting, Meeting notes, billing, invoicing, overall project oversight	Estimated 80-Hours (Hourly Rate \$175)	\$14,000.00

17	3.2 Engagement and Assumptions	Pool Dollars			\$72,880.00
18	Professional Services Total				\$801,680.00
19	Amendment #2 Revised Contract Total + Amendment #3 Professional Services Total				\$3,295,640.46

SECTION 4 – LABOR CATEGORY RATES

The Contractor shall provide labor category hourly rates for other PeopleSoft Technical Support services based on the labor category duties provided by the Contractor

Labor Category Region 4	Rate
Senior Solution Architect	\$251.36
Solution Architect	\$230.00
Senior Principal Consultant	\$220.00
Principal Consultant II	\$205.00
Principal Consultant I	\$165.00
Senior Consultant	\$131.75
Staff Consultant	\$113.52
Associate Consultant	\$84.13
Program Manager	\$206.75
Project Manager II	\$194.60
Project Manager I	\$175.00
Contracts Administrator / Engagement Manager / Administration	\$85.14
Subject Matter Expert II	\$304.07
Subject Matter Expert I	\$285.81

Commented [RC1]: Differs from Mythics SOW

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/6/2023
BOARD MEETING DATE	12/19/2023
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)	Department of Public Health
SUBJECT	REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT FROM THE COUNTY'S INFORMATION TECHNOLOGY INFRASTRUCTURE FUND TO IMPLEMENT DISEASE MANAGEMENT ROBOTIC PROCESS AUTOMATIONS (RPAs) FISCAL YEAR 2023 – 2024
PROGRAM	Acute Communicable Disease Control Program (ACDC) and Public Health Information Systems (PHIS)
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: \$277,000 Funding source: County's Information Technology Fund
	TERMS (if applicable): Current 2023-2024 fiscal year.
	Explanation:
PURPOSE OF REQUEST	The request will authorize a one-time transfer of funds from the County's Information Technology Fund to Public Health as a result of a \$277,000 award from the Information Technology Investment Board (ITIB) for implementation of Robotic Process Automations (bots).
BACKGROUND (include internal/external issues that may exist including any related motions)	During the COVID-19 pandemic, Public Health, with the support of a vendor, developed bots, which use programmed software processes to automate the entry of demographic and clinical data into Public Health's Integrated Reporting Investigation and Surveillance System. These processes improved data quality and timeliness and saved significant staff time. Public Health will use the ITIB funding to expand the use of these bot processes from a single disease (COVID-19) to use for all reportable diseases and conditions. The one-time funding will support an existing contract with Accenture LLP and software licensing, hosting, maintenance, and support services.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Use of bots will improve Public Health's capacity to effectively prevent and manage a variety of communicable diseases, many of which pose a greater risk to certain individuals and communities due to their health status, limited access to care, and/or social determinants of health and improve Public Health's data sources, which will better enable Public Health to track progress towards reducing health inequities.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Strategic Plan Goal III ("Realize Tomorrow's Government Today") by embracing digital governance that benefits internal and external clients and stakeholders through enhanced IT platforms (Objective III.2.1) and prioritizing IT initiatives to increase efficiency (III.2.3).
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director, Government Affairs, (213) 288-7871, jbobrowsky@ph.lacounty.gov Rebecca Fisher, MPH, MA, Chief Epidemiologist, Acute Communicable Disease Control Program, (213) 288-7144, rfisher@ph.lacounty.gov Patrice Salseda, Principal Deputy County Counsel, (213) 972-5725, psalseda@counsel.lacounty.gov



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

December 19, 2023

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

Dear Supervisors:

**REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT FROM THE COUNTY'S
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND TO IMPLEMENT DISEASE
MANAGEMENT ROBOTIC PROCESS AUTOMATIONS (RPAs)
FISCAL YEAR 2023 – 2024
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

CIO RECOMMENDATION: APPROVED ()

SUBJECT

Request approval of an appropriation adjustment for the Department of Public Health (Public Health) to utilize \$277,000 from the County's Information Technology Infrastructure Fund to develop and implement RPAs to support disease surveillance, investigation, and reporting activities. Use of these new RPAs will improve the quality, timeliness, and completeness of surveillance data, which will enhance Public Health's ability to prevent and control disease outbreaks and respond to public health emergencies.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the attached Appropriation Adjustment (Attachment A) to reallocate \$277,000 in the County's Information Technology Infrastructure Fund (ITF) from Services and Supplies to Other Financing Uses, and to increase Public Health's Services and Supplies Budget. This funding will be used to develop and implement new RPAs (bots) for

the integration and management of demographic, clinical, and case management data in the Public Health's Integrated Reporting Investigation and Surveillance System (IRIS).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Accurate and timely data are needed for Public Health to conduct effective communicable disease surveillance, investigations, and analyses for the over 100 diseases and conditions that are mandated to be reported to Public Health. Public Health IRIS is used to store, process, and manage data for these reportable diseases. While Public Health has automated some processes for entering data into IRIS, a number of steps still require manual data entry, which can slow the workflow and result in data entry errors and duplicate records.

During the COVID-19 pandemic, Public Health, with the support of a contractor, developed bots, which use programmed software processes to automate the entry of demographic and clinical data into IRIS. These processes improved data quality and timeliness and saved significant staff time. In October 2023, Public Health was approved by the Information Technology Investment Board to receive \$277,000 from the Information Technology Infrastructure Fund to expand the use of these bot processes from a single disease (COVID-19) to all reportable diseases and conditions.

These funds will support the following one-time costs for the development and implementation of four new bots:

- 1) A professional services contract to fund the services of a Senior Software Developer.
- 2) Software licensing, hosting, and support costs.

Implementing these bot processes will:

- 1) Integrate key data elements from the Confidential Morbidity Report, the form used for mandated reporting of reportable diseases and conditions, into IRIS.
- 2) Update demographic and clinical data in IRIS.
- 3) Merge duplicate disease incident entries into a single record in IRIS.
- 4) Merge duplicate person records into a single record in IRIS.

When building these new bots, Public Health will leverage the technical expertise, best practices and lessons-learned from its experience developing and implementing the bots used for COVID-19 surveillance and tracking.

Approval of the recommended action will allow Public Health to deploy this innovative new technology to improve data quality, timeliness, and operational effectiveness of disease surveillance and management activities. This has direct benefits to Public Health, including improved workflows, efficiencies, and cost avoidance, and to the Los Angeles County community, since the bots will improve Public Health's capacity to effectively prevent and manage communicable diseases that pose a risk to residents, including those who are at greater risk due to health status, access to care, and/or social determinants of health.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal Number 3, Realize Tomorrow's Government Today, by embracing digital governance that benefits internal and external clients and stakeholders through enhancing IT platforms (Objective III.2.1) and prioritizing IT initiatives to enhance service delivery and increase efficiency (III.2.3). The recommended action is also aligned with Public Health's strategic priority of "Data Accessibility, Science Excellence, and Innovation," which includes a goal to "Augment the Quality, Breadth, Timeliness, and Utility of Surveillance Data."

FISCAL IMPACT/FINANCING

The ITF, governed by the County's Information Technology Investment Board (ITIB), was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public, generate operational improvements to one or more departments or programs, and improve inter-departmental or inter-agency collaboration.

The approved amount of \$277,000 in one-time funding will support:

- A professional services contract in the amount of \$192,000 that will fund a Senior Software Developer for four months.
- Software licensing, hosting, maintenance, and support services in the amount of \$85,000 as follows: \$3,400 for a developer bot, \$1,600 for one unattended test BOT, and \$8,000 each for 10 unattended production bots (\$80,000).

An appropriation adjustment in the ITF will reallocate \$277,000 from Services and Supplies to Other Financing Uses and increase Public Health's fiscal year 2023-24 Services and Supplies to support the system cost. There will be no additional net County cost resulting from this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions related to this recommended action.

Professional services will be delivered through an existing sole source Information Technology agreement with Accenture LLP. At present, Public Health does not have sufficient application development resources to address IT enhancement needs and requests. Accenture is a current vendor and is familiar with Public Health's existing systems and data architecture and has been working with Public Health on developing new projects as well as adding enhancements to existing platforms. Furthermore, having continuity among IT partners allows Public Health to maintain the same set of standards for existing and new projects.

Public Health will amend the agreement with Accenture to add these funds under authority delegated by your Board on December 5, 2023.

The Office of the Chief Information Officer has reviewed this request and recommends approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

With the funding from the ITIB, Public Health Information Systems (PHIS) will contract with Accenture LLP, a highly qualified contractor that has extensive experience developing Automated Robotic Processes for communicable disease purposes to program and test four new bots over a four-month period tentatively starting in January 2024.

As noted, the ITIB funding will allow Public Health to improve surveillance and management of all reportable diseases and conditions that pose an ongoing risk to the residents of Los Angeles County, including COVID-19, measles, viral hepatitis, meningococcal disease, and West Nile Virus.

The bots will also reduce staff time spent on repetitive manual data entry and extraction tasks, which increases productivity, leads to substantial cost avoidance, and enables staff to spend time on higher impact activities that can improve surveillance and disease control efforts, such as case and contact investigation and provider education.

Because the bot processes will reduce duplicate records and improve overall data quality, they will also improve the service experience of providers who are required to report specified diseases and conditions and provide supplementary information when requested. Furthermore, by improving data timeliness and accuracy, the bot processes will enhance Public Health's reporting capabilities and allow for more timely publication of relevant data dashboards and reports. This supports stakeholder needs and enhances Public Health's ability to identify disease trends and groups that are disproportionately impacted by communicable diseases.

CONCLUSION

Board approval of the recommended action will enable the County to dramatically improve overall effectiveness and operational efficiency and advance Public Health's aim to build a modern and efficient data infrastructure. Together, these will better prepare the County to manage current outbreaks and respond to future public health emergencies by supporting rapid detection and response to communicable disease outbreaks and emerging public health threats.

Respectfully submitted,

Reviewed by:

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Peter Loo
Acting Chief Information Officer

BF:mo
#07330

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

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/6/2023	
BOARD MEETING	12/19/2023	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	District 1	
DEPARTMENT	Department of Internal Services	
SUBJECT	Delegated authority to apply for and accept grant and incentive funding, and submit and execute all electric vehicle (EV) infrastructure charging related grant application documents, and authorize ownership transfer of concrete pads for Southern California Edison's (SCE) Charge Ready Program	
PROGRAM	Clean Transportation and Energy Program	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Approval from the California Energy Commission (CEC) is expected in February 2024. Approval from the Board will enable ISD to complete the agreements with each agency and begin implementation in a timely manner. ISD will have until February 2028 to complete this project.	
COST & FUNDING	Total cost: \$6,000,000 grant funding.	Funding source: CEC's Convenient, High-Visibility, Low-Cost Level 2 Charging (CHILL-2) Program
	TERMS (if applicable): February 2024 to February 2028.	
	Explanation:	
PURPOSE OF REQUEST	To provide the Director of ISD delegated authority to apply for and execute grant and incentive program agreements to address barriers hindering the development and widespread use of EVs for a period of five years; and accept a \$6M grant from the CEC to expand accessible EV charging in the County; and execute conveyances related to EV infrastructure.	
BACKGROUND (include internal/external issues that may exist)	This will help achieve the County's Sustainability Goal 7, to achieve a fossil-fuel free County. ISD was awarded a \$6M grant by the California Energy Commission to install up to 300 Level 2 EV charging stations at 5 sites located within a 1.5-mile radius of the Ramona Gardens Public Housing Development. This grant project is a collaborative effort with the City of Los Angeles. Delegated authority to apply for and accept grants and incentives will accelerate EV infrastructure projects.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Minh Le, Administrative Manager XV, (323) 267-2006, MSLe@isd.lacounty.gov Laura Iannaccone, Administrative Manager X, (323) 391-8523, liannaccone@isd.lacounty.gov 	



SELWYN HOLLINS
Director

County of Los Angeles **INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue
Los Angeles, California 90063

Speed. Reliability. Value.

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

December 19, 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:

**DELEGATED AUTHORITY TO APPLY FOR AND ACCEPT GRANT AND INCENTIVE FUNDING
SUBMIT AND EXECUTE ALL ELECTRIC VEHICLE INFRASTRUCTURE CHARGING
RELATED GRANT APPLICATION DOCUMENTS, AND AUTHORIZE
OWNERSHIP TRANSFER OF CONCRETE PADS FOR SOUTHERN
CALIFORNIA EDISON'S CHARGE READY PROGRAM
(ALL DISTRICTS – 4 VOTES)**

SUBJECT

Request authority to accept a \$6 million grant from the California Energy Commission's (CEC) Convenient, High-Visibility, Low-Cost Level 2 Charging (CHiLL-2) Program and provide the Director of the Internal Services Department (ISD), or his designee, with delegated authority for a five-year period through Fiscal Year (FY) 2027-28 to apply for, and execute, other grant and incentive program agreements from Federal, State, utility, and local agencies, as well as private entities, for up to \$2.5 million per agreement, in order to address barriers hindering the development and widespread use of electric vehicles (EVs) throughout the County of Los Angeles (County).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize ISD to accept \$6 million of grant funding from the CEC's CHiLL-2 Program (Attachment A: Scope of Work) in order to implement the County's EV Charging for Los Angeles program by installing 300 EV charging stations across the underserved communities within the County.
2. Delegate authority to the Director of ISD, or his designee, to (i) execute contractual agreements or amendments, (ii) exercise the extension options in accordance with the contract terms, (iii) make necessary changes which affect the scope of work, contract term, contract sum, payments, or any other term or condition included under this contract/agreement, with contractors, community-based organizations, and/or other public agencies to implement and administer the CHiLL-2 Program.

3. Delegate authority to the Director of ISD, or his designee, to apply for future grants and incentives and to accept up to \$2.5 million per award through FY 2027-28 and execute subsequent grant and incentive program agreements for the purposes of addressing barriers which hinder the development and widespread use of EVs throughout the County, with advance notification to be provided to the Board of Supervisors before acceptance of each grant.
4. Delegate authority to the Director of ISD, or his designee, to execute Southern California Edison's (SCE) Agreement for Installation and Conveyance of Facilities forms for the seven (7) County locations (forms attached), as well as any future conveyance forms required by SCE.
5. Find that the proposed action set forth in this Board letter is not a project under the California Environmental Quality Act (CEQA) for the reasons stated herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Director of ISD, or his designee, to submit applications for grants and incentive programs, to accept funds upon Board notification, and to execute all program contracts, agreements, amendments, reports, and payment requests for grants awarded by Federal, State, and local agencies, as well as private entities. Funding will provide, for example, infrastructure and equipment upgrades, environmental education, and workforce training for the County's EV charging infrastructure. Providing the Director, or his designee with this authority will create efficiencies in securing alternative sources of funding, facilitate compliance with deadlines for submission of grant and incentive program applications and agreements, and accelerate the delivery of the projects and programs to be funded.

A non-exhaustive list of potential grantors includes State agencies, such as the CEC, Federal agencies, including the Department of Energy, Utilities, such as SCE, as well as private entities and nonprofit foundations that might fund energy efficiency or environmental programs.

Approval of the recommended actions will authorize the Director of ISD, or his designee, to submit applications for grants and incentive program funding. In addition, the Director, or his designee, will be able to negotiate, accept, and execute agreements for implementation of projects and programs, provided the Board is given advance notification, and has an opportunity to object before grant acceptance.

On March 23, 2023, the CEC released the Grant Funding Opportunity for CHILL-2. The grant solicitation announced the availability to fund qualifying programs. The County received the proposed award of \$6 million for its EV Charging for Los Angeles County Program with the required match of \$2 million from LA County and LA City.

The Department has submitted almost 100 applications to SCE's Charge Ready Program on behalf of County departments to install Level 2 EV charging stations. The SCE Charge Ready Program aims to expand the availability of EV charging infrastructure throughout the region, thereby promoting the adoption of clean and sustainable transportation options. The Program also offers incentives and support to County facilities, providing affordable charging solutions and meeting the growing demand for EV charging services.

By participating in this program, the County is committed to reducing greenhouse gas emissions, enhancing air quality, and encouraging the use of EVs, all of which align with the County's environmental goals and objectives. The Charge Ready Program and its requirements were approved and enforced by the California Public Utilities Commission and includes customer signatures on Customer Agreements, design approvals, easements, and, in some cases, Agreement for Installation and Conveyance of Facilities form. In collaboration with ISD and Customers, the Chief Executive Office Real Estate Division signs all easement forms. ISD is requesting approval from the Board to sign all conveyance forms required for all County properties approved for the Charge Ready projects. To date, the County has received seven (7) conveyance forms for signatures.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Strategy III.3 (Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability) by developing and implementing a program that reduces the County's fuel usage through long-term environmentally responsible projects to be funded by external sources. It is also consistent with the County's adopted Sustainability Plan.

The recommended actions also support Strategic Plan Strategy II.3 (Make Environmental Sustainability Our Daily Reality) by providing a program that promotes clean energy production and enhances health and sustainable practices in the County.

FISCAL IMPACT/FINANCING

The Department anticipates no new increases in net County cost as a result of the proposed actions. Grants awarded to ISD may partially, or even fully offset the cost of various projects and programs and will be included in ISD's operating budget through the annual budget process.

Of the \$2.0 million County match, the County is required to expend \$1.2 million through FY 2027-28 and will be covered by ISD's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Many grants and incentive programs require that the grantee submit contract agreements by its executive staff authorizing the submission of the grant application and acceptance of grant or incentive funds.

Approval of grant and incentive programs shall be effective for five years from the date of adoption by your Board and will provide delegated authority to the Director, or his designee, to apply for and execute grant agreements from Federal, State, and local agencies, as well as private entities and non-profit foundations through FY 2027-28. County Counsel has reviewed this letter and approved the draft CEC grant agreement documents as to form.

In order to accelerate the deployment of critical infrastructure in high-need communities within the County, ISD is also requesting delegated authority to accept grant and incentive funds, for up to \$2.5

million per grant, provided the Board is given advance notification and has an opportunity to object before grant acceptance.

Approval of the requested authority to sign the Agreement for Installation and Conveyance of Facilities form provides ISD the authority to transfer ownership of the County's concrete pads to SCE, as part of the County's participation in the Charge Ready Program. The transfer will enable SCE to install, operate, and maintain the electrical infrastructure, ensuring accessibility and functionality for our community members. It also releases the County of liability for the pads, and its responsibility to maintain the pads or oversee repairs of the pads or SCE's equipment. These projects will not move forward without County's ownership transfer of the concrete pads. In addition, the County would also lose approximately \$2 million in infrastructure investment, and the County would need to incur 100% of the costs for the EV charging station installation.

If future grant or incentive funds require a match that goes beyond ISD's operating budget, ISD will go through the regular budget process to request for additional funds as needed.

ENVIRONMENTAL DOCUMENTATION

Delegation of authority to the Director of ISD, or his designee, to submit applications necessary to secure grants from Federal, State, and local agencies, as well as private entities and non-profit foundations, is not subject to CEQA because the submission of grant applications is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. This proposed action only creates a government funding mechanism that does not involve a commitment to a specific project which may result in a potentially significant physical impact on the environment. Therefore, this action is specifically excluded from the definition of a "project" for purposes of that Section.

As individual program funds are identified in the future, ISD will determine the necessary actions under CEQA prior to implementing any activity which would be considered a project. ISD will return to the Board to recommend approval of capital projects.

SCE's Charge Ready Program projects are categorically exempt from the provisions of CEQA pursuant to Section 15301(a), (d), and (f) of CEQA guidelines.

CONTRACTING PROCESS

A substantial portion of the activities under this program have in the past, and will continue to be, performed by third-party contractors and sub-contractors under the County's Energy Efficiency Project Master Agreement. As part of the delegated authority sought by the Director of ISD, we anticipate that there may be increases and/or decreases in the amounts budgeted under the work orders for any given contractor.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions will result in increased operational efficiencies and will augment the County's existing

financial resources by utilizing alternative funding sources to address barriers hindering the development and widespread use of EVs throughout the County.

CONCLUSION

Upon Board approval, please return three individually certified copies of the adopted Board Letter.

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:ML:dc

Enclosures

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

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2	X	Project Pre-Work: Site Design, Engineering, and Community Outreach
3	X	Site Preparation, Procurement, Installation, and Commissioning
4	X	Operations and Reliability
5		Semi-annual Electric Vehicle Charger Inventory Reports (for charging infrastructure projects)
6		Data Collection and Analysis
7	X	Project Fact Sheet

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	County: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena	City of Los Angeles: Michael Samulon	
2	County: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena	Site Design & Engineering: TBD Community Engagement Grid Alternatives William C. Velasquez Institute	City of Los Angeles Department of Water and Power Southern California Edison Powerflex Department of Public Works
3	County: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena	Site Prep, Procurement, Install and Commissioning: TBD by City of LA	City of Los Angeles Department of Water and Power Southern California Edison Powerflex Department of Public Works
4	County: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena	Operations & Reliability: TBD by City of LA	
5	County: Minh Le, Laura Iannaccone, Jennifer Caron,	Data Collection & Analysis: TBD	

	Alex Mena		
6	County: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena	Project Fact Sheet: TBD	

GLOSSARY

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

Term/ Acronym	Definition
AC charging	A charger that operates on a circuit greater than 200 volts and transfers alternating-current (AC) electricity to a device in an electric vehicle (EV) that converts AC to direct current to charge an EV battery.
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
Central System	Charge Point Management System: the central system that manages Charge Points and has the information for authorizing users for using its Charge Points.
Charge Point	The Charge Point is the physical system where an electric vehicle can be charged. A Charge Point has one or more connectors.
Charging Port	Any connector that can independently provide charge <u>to an on-road electric vehicle (EV)</u> regardless of whether the other connectors associated with a Charge Point are simultaneously charging.
Charging Session	Part of a transaction during which the EV is allowed to request energy.
Charging Station	A physical location with any number of Charge Point(s) and Connector(s) with a unique address. For a charger to be part of a charging station, it must not be further than 0.125 miles (660 feet) from any other charger that is also considered to be part of the same charging station.
Connector	The term “Connector”, as used in this specification, refers to an independently operated and managed electrical outlet on a Charge Point. This usually corresponds to a single physical connector, but in some cases a single outlet may have multiple physical socket types and/or tethered cable/connector arrangements to facilitate different vehicle types (e.g. four-wheeled EVs and electric scooters).
Corrective Maintenance	Maintenance which is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function.
CTP	Clean Transportation Program
CPR	Critical Project Review
DAC	Disadvantaged community

Depot	Type of “home base” behind-the-fence location where a vehicle is typically kept when not in use (usually parked on a nightly basis).
DCFC	Direct current fast charger. A charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery.
Downtime	Downtime is any period of time that a charger is not operational.
EV	Electric vehicle
Excluded Downtime	Excluded Downtime is downtime that is caused by events outside of the control of the funding recipient and is subtracted from total downtime when calculating uptime percentages.

FTD	Fuels and Transportation Division
Hardware	The machines, wiring, and other physical components of an electronic system including onboard computers and controllers.
Installed	Attached or placed at a location and available for use for a charging session.
Interoperability	Successful communication between the software controlling charging on the EV and the software controlling the charger. Interoperability failures are communication failures between the EV and charger that occur while the software of each device is operating as designed.
L2	Level 2 EV charging station
LIC	Low-income community
Maintenance Event	Any instance in which preventive or corrective maintenance is carried out on equipment.
Operational	A charging port is considered operational or "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
Operative	A state indicating the charger is operational and available to charge or currently charging.
Operative Status	A status reported by the charger's onboard software indicating whether the charger is in an operative state. The status may directly report 'Operative' or some other status that indirectly indicates the charger is in an operative state. Conversely, the charger may report 'Inoperative' or some other status indicating that it is in not in an operative state.
Preventive Maintenance	Maintenance that is regularly and routinely performed on physical assets to reduce the chances of equipment failure and unplanned machine downtime.
Private	Charging ports located at parking space(s) that are privately owned and operated, often dedicated to a specific driver or vehicle (for example, a charging port installed in a garage of a single-family home).
Public	Charging ports located at parking space(s) designated by the property owner or lessee to be available to and accessible by the public.
Recipient	An Applicant awarded a grant under a CEC solicitation.
RFP	Request for proposal

Shared Private	Charging ports located at parking space(s) designated by a property owner or lessee to be available to, and accessible by, employees, tenants, visitors, and residents. Examples include workplaces and shared parking at multifamily residences.
Software	A set of instructions, data or programs used to operate computers and execute specific tasks.
Uptime	A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level. Uptime is the percentage of time a charging port is “up”.
ZEV	Zero emission vehicle

Background

ARV Agreements

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

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

On March 23, 2023, the CEC released a Grant Funding Opportunity (GFO) entitled "Convenient, High-Visibility, Low-Cost Level 2 Charging." This competitive grant solicitation was to enhance perception of Level 2 charging access and test and demonstrate business models for Level 2 charging through high-density Level 2 charger installations. In response to GFO-22-610, the Recipient submitted application #03 which was proposed for funding in the CEC's Notice of Proposed Awards on August 29, 2023. GFO-22-610 and Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of CEC's Award, CEC's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

Take Charge: EV Charging for Los Angeles County aims to address barriers hindering the development and widespread use of EVs in California, specifically in Los Angeles County. Scientific and technological barriers include the shortage of charging infrastructure compared to the growing consumer adoption of EVs. Institutional barriers encompass regulatory hurdles and a lack of adopted standards. Environmental barriers include concerns such as greenhouse gas emissions. Cost and financial hurdles, including high initiation and infrastructure costs, also impede progress. These barriers persist because of their complexity, the lack of comprehensive scientific understanding, inadequate data acquisition technologies, and the high costs associated with fabrication techniques. Market factors contribute to inadequate consumer knowledge and limited infrastructure development. Regulatory hurdles and the absence of adopted standards add to institutional challenges. Environmental concerns require proper mitigation measures. Finally, cost and financial hurdles present economic viability challenges

that need to be addressed by stakeholders. Overcoming these barriers requires collaborative efforts and multi-faceted approaches involving research, technological advancements, consumer education, infrastructure development, regulatory reforms, and financial support to promote the development and widespread use of EVs in California, particularly in Los Angeles County.

“Take Charge” will deploy L2 chargers at a variety of publicly accessible locations throughout Los Angeles. Chargers will be strategically installed at key locations to ensure that the infrastructure investment is spread equitably throughout the region, focusing benefits and expanding access in DAC and Justice40 communities in downtown Los Angeles. The program team has prioritized facilities that serve LIC/DAC residents using CalEnviroScreen 4.0 and the Governor’s Office of Planning and Research’s Disadvantaged Communities Mapping Tool. Each site was selected in part due to its current power capacity available and the ability to immediately install the required charging stations. In total, 300 publicly available L2 chargers will be distributed across the five sites with no site upgrades required, decreasing the overall cost of the project and accelerating the deployment timeline to maximize the benefits to users.

All five sites chosen for the “Take Charge” project are owned and operated by either the County of Los Angeles or the City of Los Angeles. The installations at all five (5) locations are expected to be completed by January 2028. To ensure that no Los Angeles’ residents are left behind in the transition to ZEVs, the County and the City of LA look to close the charging gaps that currently exist with a focus on deploying chargers in low-income, disadvantaged, and deploying chargers in low-income and disadvantage communities within the densely populated area of East Los Angeles, centered around Ramona Gardens Housing Development located at 2830 Lancaster Ave Los Angeles, CA 90033. The center of the project sites falls into the 89th percentile of diesel particulate matter exposure with a traffic proximity of 98% according to the CalEnviroScreen 4.0 and the Climate and Economic Justice Screening Tool. “Take Charge” will deploy at least 300 publicly accessible L2 chargers across five sites within 1.5 miles of Ramona Gardens Public Housing Development with a focus on highly visible, highly affordable, and highly equitable deployments. The diversity of these sites speaks to the various community centers spread across the chosen project area. This includes surface parking lots, covered parking structures, and curbside parking along both commercial streets and near local parks.

Goals of the Agreement:

The goal of this Agreement is to deliver at least 300 L2 charging stations in low-income and disadvantage, communities within the densely populated area of East Los Angeles. These chargers will be highly visible, easily accessible, and kept at a low cost to facilitate rapid uptake. This project will integrate community feedback to ensure site specific needs are met.

Objectives of the Agreement:

The objectives of this Agreement are to deploy at least 300 publicly accessible L2 charging stations across five (5) distinct sites, including parking structures, parking lots, and community curbside charging. The entire project area is focused on serving disadvantaged communities (DAC) with particular emphasis on the Ramona Gardens Public Housing Development, increasing awareness of and access to electric vehicles. The project will prove helpful to eliminate approximately 1,547 tons of GHG emissions annually across the 7.07 square mile area. Project deployment of these charges will have a positive impact on air pollution reductions due to the increased driving range made available by these chargers.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

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

The Recipient shall:

- Attend a “Kick-Off” meeting with the CAM and may include the Commission Agreement Officer (CAO), and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that have occurred after the notice of proposed awards but prior to the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds prior to the execution of the agreement. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.8)
 - Subawards needed to carry out project (Task 1.9)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Calls (Task 1.4)
 - Quarterly Progress Reports (Task 1.5)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.6)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits
- Written Statement of Match Share Activities

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

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

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

Meeting participants include the CAM and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

The CAM shall:

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

The Recipient shall:

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

CAM Products:

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

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC request for specific “generated” data (not already provided in Agreement products)
- Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement
- “Surviving” Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

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

Task 1.4 Monthly Calls

The goal of this task is to have calls at least monthly between CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

The CAM shall:

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call.

Product:

- Email to CAM concurring with call summary notes.

Task 1.5 Quarterly Progress Reports

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

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

The Recipient shall:

- Prepare a Quarterly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <https://www.energy.ca.gov/media/4691>.

Product:

- Quarterly Progress Reports

Task 1.6 Final Report

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

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

The Final Report shall be a public document and is limited to 25-pages. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

In addition to any other applicable requirements, the Final Report must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the

basis of disability; all applicable regulations and guidelines issued pursuant to the ADA; Cal. Gov. Code sects. 7405 and 11135; and Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report complying with ADA requirements and following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit Final Report in Microsoft Word format or similar electronic format as approved by the CAM.

Products:

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

Task 1.7 Identify and Obtain Matching Funds

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

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.

- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

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

Task 1.8 Identify and Obtain Required Permits

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

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit

- Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

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

Task 1.9 Obtain and Execute Subawards

The goal of this task is to ensure quality products and to procure subrecipients required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures.

The Recipient shall:

- Manage and coordinate subrecipient activities.
- If requested by the CAM, submit a draft of each subaward required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of the executed subaward.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

Products:

- Letter describing the subawards needed, or stating that no subawards are required.
- Draft subcontracts (if requested)
- Final subcontracts (if requested)

TECHNICAL TASKS

TASK 2 PROJECT PRE-WORK: SITE DESIGN, ENGINEERING AND COMMUNITY OUTREACH

The goal of this task is to complete all necessary pre-work to prepare all five (5) sites for installation and secure agreements with the sites. This includes site designs, calculating power capacity, engineering analysis, and community engagement scope.

Task 2.1 Design and Engineering Plan

The Recipient shall:

- Complete walkthrough with site owners including geographic challenges, entrances and exit locations, placement of charging stations, timeline of installation, and other site-specific challenges.
- Gather site requirements and verify power capacity with utility.
- Gather charging station specifications and integrate into engineering calculations/analyses.
- Secure signed Service Level Agreements from property owners.
- Select a contractor(s) to design and produce engineering drawings for the installation of chargers.

Products:

- Final site requirements.
- Service Level Agreements.
- Contract agreement with contractor.
- Stamped engineering design drawings.

Task 2.2 Community Outreach

The goal of this task is to conduct outreach at all the five sites, and:

- For curbside charging, gather input on locations that serve community needs.
- For all charging stations, determine what information and resources people need to help transition from gas-powered to electric vehicles.
- Provide information about purchasing electric vehicles, rebates and incentives, charging, and paying for charging.

The Recipient shall:

- Create and finalize a scope of work for community engagement with pre, during, and post phases to engage residents, which will include a calendar of events, target metrics, and reporting cadence.
- In-person surveys distributed either door to door, via mailer, via email, or at an event.
- Educational programming at community centers and local events at the charging sites.
- Participating in or establishing local events to integrate the project's benefits into the communities they serve.

Products:

- Scope of work including but not limited to:
 - Calendar of events.
 - Feedback and summary from surveys.
 - Number of people reached.

TASK 3 INSTALLATION AND COMMISSIONING

The goal of this task is to prepare all five (5) sites for installing and commissioning at least 300 L2 chargers by procuring charging stations, making all sites ADA accessible, assigning staff to sites for enforcement, selecting contractors and charger manufacturer, gathering all required approvals, running final diagnostics on data collection and networking capabilities, and receiving permission to operate notification from the utility.

Task 3.1 Purchasing**The Recipient shall:**

- Procure charging units and all ancillary charger equipment.
- Finalize schedule for charging units delivery.
- Execute purchase order and schedule delivery 300 L2 charger installation.

Products

- Proof of purchase for charging units and ancillary equipment.

Task 3.2 Installation**The Recipient shall:**

- Hold pre-construction meetings with all applicable parties.
- Confirm that project schedules are up to date and include potential delays.
- Submit applications for electrical permits for all 300 L2 chargers.
- Receive approval, inspection, and permission to operate for all 300 L2 chargers and submit copy to CAM.
- Finalize charger diagnostics including networking capabilities, demand response capabilities, payment options, alert systems, management dashboard, and operations and maintenance diagnostics.
- Prepare Request for Proposal for installation contractor and select contractor for installation.
- Complete charger installation and activate chargers for regular use by public EV drivers.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

Products:

- Permit approvals.
- Contract agreement with contractor for installation.
- Proof of operational charging equipment.
- AB 841 Certification, where applicable.
- EVITP Certification Numbers of each EVITP certified electrician.
- Table with project site name and location, permit sign-off date, and AB 841 certification and EVITP certification numbers of certified electricians for each project.

Task 3.3 Commissioning**The Recipient shall:**

- Commission and provision all County chargers and Load Management Controllers that are operated by County of LA's charging network.
- Develop commissioning report that includes but is not limited to:
 - Proof of operational charging equipment including but not limited to:
 - Photographs of installed signage.
 - Photographs of completed EV charging station installations.
 - Proof of charger availability for any public chargers via the Alternative Fuels Data Center Station Locator tool.
 - Run final diagnostics on chargers for each site.
 - Confirm charger network activated for each site.
 - Finalize data collection and analytics procedures with the network provider for each site.
 - Finalize operations and maintenance plans with network provider and enforcement agencies for each site.
 - Finalize payment system activation for each site.
 - Finalize system handoff and activate chargers for regular use for each site.

Products

- Commissioning Report

TASK 4 OPERATIONS AND RELIABILITY**Task 4.1 Operations****The Recipient shall:**

- Operate the installed chargers during the term of this agreement.
- For any charging station of fewer than 40 chargers at which chargers are installed and operated under this agreement, ensure that the charger uptime for each charger installed in the project is at least 97 percent of each year for six years after the beginning of operation.
- For any charging station of 40 or more chargers at which chargers are installed

and operated under this agreement, ensure that the charger uptime for each charger installed in the project is operational at least 80 percent of a charging site's standard hours of operation of each year for six years after the beginning of operation, and ensure that station uptime is at least 97 percent.

Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, this requirement to ensure operationality for six years after commissioning shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.

Task 4.2 Recordkeeping

The goal of this task is to collect and maintain records of charger operation and reliability. The Recipient shall collect and retain the remote monitoring and maintenance records specified in this section. The Recipient shall collect and retain records for each charger installed and operated as part of this agreement. The Recipient shall retain records for each charger for 9 years from the date the charger begins operation.

The Recipient Shall:

- Collect and retain the Remote Monitoring and Maintenance data below from each charger installed and operated as part of this Agreement.
- Retain the data below for 9 years from the date the charger begins operation. Provide records provided to the CEC within 10 business days of request.
 1. Provide digital records in a comma separated values (CSV) file unless another file format is approved by the CEC for the request.
 2. Provide a clear and understandable data dictionary that describes each data element and any associated units with all digital records.

Remote Monitoring Data

1. Connector operative status and error codes on a 60-minute interval including charger identification number and date-time stamp.
 - a. If the Recipient uses OCPP 1.6 to communicate between the charger and central system, the recipient shall collect the OCPP 1.6 Protocol Data Unit (PDU) Status Notification.
2. A record of each customer attempt to initiate a charge including charger identification number, transaction identification number, and date-time stamp.
3. A record of each failed attempt to charge including charger identification number, transaction identification number, and date-time stamps and reason for failure.

Maintenance Data

1. Reports of inoperative chargers or charger failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
2. Records of any maintenance conducted on chargers installed and operated as part of the agreement. Records should specify the following:
 - a. Date and time of the maintenance event
 - b. Whether maintenance was corrective or preventive in nature
 - c. Whether and for how long the charger was in an inoperative state prior to

maintenance.

- d. Whether the charger was in an operative state following maintenance

Products:

1. Remote Monitoring Records
2. Maintenance Records
3. Data Dictionary

Task 4.3 Maintenance Requirements

The goal of this task is to increase reliability through timely and effective preventive and corrective maintenance. The Recipient shall conduct maintenance on each charger installed and operated as part of the Agreement as specified in this section.

The Recipient Shall:

- Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a manufacturer-certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
- Complete corrective maintenance within 10 business days of the beginning of a time when the charger is inoperative or exhibiting failures that result in an inability to charge.
- Report on preventive and corrective maintenance in each annual reliability report described in Task 4.4 .

Products:

1. Maintenance section of annual report described in Task 4.4

Task 4.4 Reporting

The goal of this task is to provide an annual report on charger reliability and maintenance.

The Recipient shall:

- Write and submit to the CEC an annual report on charger reliability and maintenance. The report shall include:
 - A summary of charger downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime events include:
 - a. The time that the status or error codes returned by a charger indicate that it is in a state other than an operative state (inoperative). The duration of time counted as downtime based on remote monitoring will be the interval between the time of the first charger status record that the charger is inoperative, or the failure of the charger to send operational status on specified interval, and the subsequent status record that the charger is operative.
 - b. The time that a charger is in an inoperative state or failing to deliver charge. This may be known by consumer notification, internal diagnostics, inspection, or other methods.
 - c. In the event there is a conflict between the sections (a) and (b),

- the operative state of the charger shall be determined by (b).
- A summary of Excluded Downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events. 'Excluded Downtime' includes:
 - a. **Grid Power Loss:** Power supplied by third-party provider is not supplied at levels required to for minimum function of chargers. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs. This does not include power generation or storage equipment installed to serve the station exclusively. Documentation from power provider detailing outage is required to claim this as excluded time.
 - b. **Vandalism and/or Theft:** Any physical damage to the charger and / or station committed by a third-party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, damage to screens, etc. A maximum of 5 days may be claimed as excluded downtime for each event. The CEC may authorize additional excluded downtime for extenuating circumstances on a case-by-case basis. A police report or similar third-party documentation is required to claim this as excluded time.
 - c. **Communication Network Outages:** Loss of communication due to cellular or internet service provider system outages can be claimed as excluded downtime provided the chargers revert to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy and free of charge.
 - d. **Planned Outage for Maintenance and/or Upgrade:** Any planned maintenance or upgrade work that takes the charger offline. This must be scheduled in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for planned maintenance and/or upgrade is 24 hours for any 12-month period.
 - e. **Force Majeure:** Downtime caused by unforeseen events, not described in (a) – (d) above, that are outside of the control of the recipient may be treated as Excluded Downtime upon approval by the CEC. For such downtime to be considered, the recipient shall include a narrative description of the event and why it was out of their control in their annual report for the CEC to review and make a determination. The CEC has sole discretion in approving downtime in this category.
 - A summary and calculation of uptime. Each report shall include the annual uptime percentage of each charger (Charger Uptime) as well as the annual uptime percentage for each charging station (Station Uptime) installed and operated as part of this agreement. The annual uptime percentage for each charger shall be reported for the year ending on the most recent anniversary of the beginning of operation of the charger. The

annual uptime percentage for each station shall be reported for the year ending on the most recent anniversary of the beginning of operation of the first charger operated as part of this agreement that is part of the station. Charger and station uptime shall be calculated as:

$$U_c = \frac{T_c - D_c + E_c}{T_c}$$

U_c = Charger Uptime

T_c = Total charger operational hours in the reporting period

D_c = Total charger downtime for the reporting period, in hours.

E_c = Total charger excluded downtime in the reporting period, in hours.

$$U_s = \frac{T_s - D_s + E_s}{T_s}$$

U_s = Station Uptime

T_s = Total operational hours for all chargers associated with the charging station for the reporting period ($T_s = \sum T_c$).

D_s = Total downtime for all chargers associated with the charging station for the reporting period ($D_s = \sum D_c$), in hours.

E_s = Total excluded downtime for all chargers associated with the charging station for the reporting period ($E_s = \sum E_c$), in hours.

- A summary of charge data, including:
 - a. Total number of attempts to charge
 - b. Total number of failed attempts to charge
 - c. Failed attempts to charge by the following categories:
 - i. Number of charge attempts that failed due to payment system failures
 - ii. Number of charge attempts that failed due to interoperability failures
 - iii. Number of charge attempts that failed due to charger hardware or software failures
 - iv. Number of charge attempts that failed due to other reasons
 - d. A summary and explanation of “other reasons” for charge attempt failures
 - e. A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps
- The total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Details of all excluded downtime and a narrative description of events that caused the excluded downtime.

Products:

- Annual Report on Charger Reliability and Maintenance, delivered with the first or second Quarterly Progress Report, described in Task 1.5, of each calendar year

Task 5 SEMI-ANNUAL ELECTRIC VEHICLE CHARGER INVENTORY REPORTS

The goal of this task is to provide information on the number of chargers in the Recipient's charging network in California, including both public and shared private, serving all vehicle sectors (light-, medium-, and heavy duty) excluding any charger used solely for private use at a single-family residence or a multifamily housing unit with four or fewer units.

The Recipient shall:

- Prepare an Electric Vehicle Charger Inventory Report that includes:
 - For chargers serving light-duty electric vehicles:
 - Number of public AC charging ports aggregated at the county level by charging network provider
 - Number of shared private AC charging ports aggregated at the county level by charging network provider
 - Number of public DC fast charging ports aggregated at the county level by charging network provider
 - Number of shared private DC fast charging ports aggregated at the county level by charging network provider
 - For chargers serving medium- and/or heavy-duty vehicles:
 - Number of public AC charging ports aggregated at the county level by charging network provider
 - Number of shared private AC charging ports aggregated at the county level by charging network provider
 - Number of public DC fast charging ports aggregated at the county level by charging network provider
 - Number of shared private DC fast charging ports aggregated at the county level by charging network provider
 - Number of other publicly available charging ports at the county level by charging network provider
 - Number of other depot charging ports by power output (less than 50 kilowatts [kW], between 50 – 150 kW, 150 kW – 350 kW, 350 kW and above) at the county level by charging network provider (if applicable).
- Submit the *Electric Vehicle Charger Inventory Report* to the CAM no later than 30 calendar days after the Agreement is executed and then each calendar half-year thereafter. Reports are due at the end of July and end of January.

Recipient Product:

Electric Vehicle Charger Inventory Report.

TASK 6 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project and to analyze that data for economic and environmental impacts.

The Recipient shall:

- For all electric vehicle chargers and charging stations installed on or after January 1, 2024:

- Comply with recordkeeping and reporting standards as described in CEC's regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
- Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
- Without limitation to other requirements in this grant agreement, Recipient shall comply with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements. Such regulatory requirements may, but will not necessarily, be enacted after execution of this grant agreement. Once regulations are final, they will apply to work under this grant agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under this grant agreement.
- If the Recipient is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host's right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Recipient shall verify receipt by signing the disclosure.
- Once each charger begins operation, collect and provide the following information in the next Quarterly Progress Report:
 - Number, type, date and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW for chargers.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, federal subsidy per charger, utility subsidy per charger, and privately funded share per charger.
 - Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
- Collect and submit to the CAM, in a standard electronic file format determined by the CAM, 12 months of throughput, usage, and operations data from the project including, but not limited to, for each session:

Category	Field	Desired Data Type
Sites	Site ID	Hash key
Sites	Site Name	Varchar
Sites	Site Type	Varchar
Sites	EVSP	Varchar
Sites	Street Address	Varchar
Sites	City	Varchar
Sites	State	Varchar
Sites	Zip	Varchar
Sites	Latitude	Decimal
Sites	Longitude	Decimal
Sites	Number of EVSEs	Varchar
Sites	Number of Ports	Varchar
EVSE	EVSE ID	Hash key
EVSE	EVSE Manufacturer	Varchar
EVSE	EVSE Model Number	Varchar
EVSE	EVSE Maximum kW	Integer
EVSE	EVSE Number of Ports	Integer
EVSE	EVSE Power Level	Varchar
Ports	Port ID	Hash key
Ports	Port Maximum kW	Integer
Ports	Connector Type	Varchar
Sessions	Session ID	Hash key
Sessions	Charge Duration	Varchar (HH:MM:SS)
Sessions	Charge Session Start Date	Date
Sessions	Charge Session Start Time	Time
Sessions	Charge Session End Date	Date
Sessions	Charge Session End Time	Time
Sessions	Disconnect Reason	String
Sessions	Connection Duration	Varchar (HH:MM:SS)
Sessions	Idle Duration	Varchar (HH:MM:SS)
Sessions	Energy Consumed	Decimal
Sessions	Charge Peak Demand	Decimal
Sessions	Charge Average Demand	Decimal
Sessions	Total Transacted Amount (Driver)	Currency
Sessions	Payment method	Character
Sessions	Driver ID	Hash key

Sessions	Vehicle Make, if known	Varchar
Sessions	Vehicle Model, if known	Varchar
Sessions	Vehicle Year, if known	Integer
Sessions	Vehicle Type, if known	Character

- After 12 months of data collection, analyze and summarize the data and provide a *Data Analysis Summary* including, but not limited to:
 - Number of charging sessions
 - Average session duration
 - Average charger downtime
 - Average kWh dispensed
 - Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
 - Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
 - Compare any project performance and expectations in the proposal to CEC with actual performance and accomplishments

Products:

- Charger and station information, submitted electronically in Quarterly Progress Reports as described in Task 1.5
- 12 months of throughput, usage and operations data
- Data Analysis Summary

TASK 7 PROJECT FACT SHEET

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

The Recipient shall:

- Prepare an Initial Project Fact Sheet at start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a Final Project Fact Sheet at the project's conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

Products:

- Initial Project Fact Sheet
- Final Project Fact Sheet
- High Quality Digital Photographs

INTERNAL SERVICES DEPARTMENT
ENERGY & ENVIRONMENTAL SERVICE
FISCAL YEAR 2024-25 BUDGET REQUEST
DUE DATE: August 30, 2023

Req. No. (Priority Order)	Branch/ Division/ Section	Cost pool No.	Costpool Description	Request Description	S&EB/ S&S/ OC/CA	No. of Pos.	Incr./Decr. Amount	Recomm. by Admin. Deputy	Approved by Director (Yes/No)	Customer Funding of Request / Additional Justification (required)
EES - 1	Environmental Initiative Division/Reg Energy & Environment Policy Section	601	EES Grant Funded Programs	Request for new positions to support a portfolio of 20 new state funded programs	S&EB	3.0	\$ 806,000			2.0 Facilities Project Manager II and 1.0 Staff Assistant II (grant funded with "N" items) are requested to support the administration and management of the 28 state funded SoCalREN programs for the next 8 years. Actual classification will be discussed and finalized after the discussion/consultation with HR. This request is 100% grant funded.
EES - 2	Energy & Environmental Service Division Admin/EES Planning & Admin Section	601	EES Grant Funded Programs	Request for a new position to monitor and support the grant programs financially and administratively	S&EB	1.0	\$ 275,000			An ASM II (grant funded with "N" item) position is requested to support the SoCal REN program funding of \$583.8M in the next 8 years. This request is 100% grant funded.
EES - 3	Environmental Initiative Division/Reg Energy & Environment Policy Section	601	EES Grant Funded Programs	Request for a new position to set up internal controls and audit the programs periodically to ensure compliance of the funding requirement	S&EB	1.0	\$ 275,000			An ASM II (grant funded with "N" item) position is requested to ensure the compliance of the SoCal REN program funding of \$583.8M in the next 8 years. Actual classification will be discussed and finalized after the discussion/consultation with HR. This request is 100% grant funded.
EES - 4	Environmental Initiative Division/Reg Energy & Environment Policy Section	601	EES Grant Funded Programs	County Match for CEC Clean Transportation Grant for Equipment & Permitting Fees	S&S		\$ 1,200,000			The County was notified of a grant award of \$6M from CEC for Clean Transportation Program. The proposed award of \$6M required matching funds of \$2M from LA County and LA City. LA County ISD matching funds is \$1.2M (Services and Supplies) and LA City matching funds of \$800K (Other Charges). *NCC request allocation from EES - 6 priority This request is for one-time NCC funding.
EES - 5	Environmental Initiative Division/Clean Transportation & Energy Program Section	605	Electric Vehicle Infrastructure	Request for a new position to support the EV program	S&EB	1.0	\$ 275,000			An ASM II position is requested for the financial support to monitor expenditures and oversee the billings to customers. The cost is funded by the EV user fee revenues.
EES - 6	Environmental Initiative Division/Clean Transportation & Energy Program Section	605	Electric Vehicle Infrastructure	EVSE Installations	S&S		\$ 3,800,000			This will be the budget request of a multi-year budget request. \$1 million was approved FY 19-20. \$1.25 million was approved for FY 20-21, \$5.25 million approved for FY 21-22, and \$2.5M was approved for FY 22-23. ISD request \$6.8 million in FY 24-25 and is awaiting for CEO's feedback. Under new CARB regulations, "CaliforniaState and local government fleets, including city, county, special district, and State agency fleets, would be required to ensure 50 percent of vehicle purchases are zero-emissions beginning in 2024 and 100 percent of vehicle purchases are zero-emissions by 2027. They must also initially submit a compliance report by April 1, 2024." Without this investment, and continued investment, the County will be in violation. *The one-time NCC request funding for this priority is \$5M with \$1.2M allocated to the county match for EES Grant Funded Programs EES - 4 priority This request is for one-time NCC funding.

INTERNAL SERVICES DEPARTMENT
ENERGY & ENVIRONMENTAL SERVICE
FISCAL YEAR 2024-25 BUDGET REQUEST
DUE DATE: August 30, 2023

Req. No. (Priority Order)	Branch/ Division/ Section	Cost pool No.	Costpool Description	Request Description	S&EB/ S&S/ OC/CA	No. of Pos.	Incr./Decr. Amount	Recomm. by Admin. Deputy	Approved by Director (Yes/No)	Customer Funding of Request / Additional Justification (required)
EES - 7	Environmental Initiative Division/Clean Transportation & Energy Program Section	603	Property Assessed Clean Energy Program	On-going funding to provide the administrative support for the Property Assessed Clean Energy program that was terminated with Renovate America in October 2020	N/A		\$ 1,048,000			<p>The Property Assessed Clean Energy (PACE) Program was launched in 2015. PACE operations were supposed to be paid from the 1% of origination amount that was collected by the County on each PACE assessment. The County stopped the PACE program and stopped collecting the origination fee. The County remains committed to servicing existing PACE program participants and working with other PACE administrators for continued consumer protection. Administration to continue responding to claims, processing early payments, and maintain the existing assessments must continue until the last assessment contract is off the County's books. This will be an ongoing request for the next 22 years.</p> <p>ISD received one-time funding of \$1.0 million from CEO for FY 2023-24. This request is to re-request for on-going NCC funding.</p>
CU - 1	Utilities Budget	N/A	N/A	Solar+Battery Storage and DCFC for Resilient Fleet Charging	S&S		\$ 5,000,000			<p>Statewide heatwave and associated grid emergency highlights the strain on the electric grid that the County (and public) relies on. While hospitals and other critical facilities have backup generators to continue operations in case of power outages, subcritical facilities such as cooling centers are relied upon by the public but are not equipped to continue operations during emergencies, with potentially adverse outcomes to our community. Furthermore, the public often relies the most on governments during such emergencies, so our facilities need to become more resilient. Installation of solar and battery backup technology as well as resilient EV charging for fleet support is critical for County department fleet locations for operational reliability. We will strategically deploy resilient charging technology, such as at cooling centers or major EV usage locations. This is in alignment with the LAC Sustainability Plan Goal 2, Building and infrastructure that supports human health and resilience. Specifically, this technology will enable EES to carry out Action 32 of Our County, to pilot Net Zero Energy Strategies. This would aim at supporting the installation of battery storage for increasing resiliency for buildings and infrastructure. This is in alignment with LAC Sustainability goal 3 of Equitable and sustainable land use. This project is also in alignment with the LAC Sustainability Plan Goal 2, Building and infrastructure that supports human health and resilience. Specifically, this technology will enable EES to carry out Action 32 of Our County, to pilot Net Zero Energy Strategies. This equipment provides resilient back up charging for the community and County fleet in case of power outages or when we need to reduce load on the utility grid. EES is requesting funds for improving resiliency for County operations during power outages. EES is looking to improve resiliency to County facilities in times of grid outages due to rolling blackouts or natural disasters through onsite systems. The systems will be able to operate and serve critical electrical loads connected to the main electrical panel such as lighting, air conditioning, EVSE, and critical communication devices. Funds will also be used to seek and cost share resiliency grant funding being made available by the state and federal government. This technology will also enable the County to provide charging during these constrained times to our critical fleets that are starting to transition to electric.</p> <p>This request is for one-time NCC funding.</p>

INTERNAL SERVICES DEPARTMENT
ENERGY & ENVIRONMENTAL SERVICE
FISCAL YEAR 2024-25 BUDGET REQUEST
DUE DATE: August 30, 2023

Req. No. (Priority Order)	Branch/ Division/ Section	Cost pool No.	Costpool Description	Request Description	S&EB/ S&S/ OC/CA	No. of Pos.	Incr./Decr. Amount	Recomm. by Admin. Deputy	Approved by Director (Yes/No)	Customer Funding of Request / Additional Justification (required)
CU - 2	Utilities Budget	N/A	N/A	Energy Revolving Loan Fund for County Buildings	S&S		\$ 2,500,000			EES currently operates a County funded energy efficiency (EE) revolving loan fund (RLF). In the past 4 years the County EE RLF fund has enabled the County to execute on significant amount of energy efficiency projects. While these projects typically have between 5 and 10 year simple paybacks (10-20% return on invested capital), because of the small amount of capital invested relative to the County's annual utility expenditures (~\$200M/yr), an Energy Revolving Loan Fund of this size will not put a dent into the County's utility expenses. Therefore, ISD proposes to expand the existing Revolving Fund to create a larger pool of funds to execute energy projects. The proposal is to build up the EE RLF over time to \$30M, so that between \$3M - \$6M worth of energy efficiency, renewable energy, and energy storage projects could be done annually that would have a material reduction in the County's utility expenses. ISD estimated at this point, revolving fund should be self sustaining and result in both short and long term savings to the County. The additional \$2,500,000 will target EE projects not being funded through capital funds by collaborating with ISD and DPW. This request is for one-time NCC funding.

TOTAL OF REQUESTS6.0\$ 15,179,000\$ -

Minh Le
Minh Le (Nov 15, 2023 09:45 PST)

NOTE:
If deleting a budgeted position, please include the Position ID number in the "Request Description" column.
For IT Requests: Please include the answers to the following questions in the "Customer Funding of Request" column:
1. What is the justification (metrics when appropriate)?
2. How will each request be funded (through rates, NCC, absorbed, etc.)?
3. If costs are being passed to Departments, is there a commitment from Departments to pay? Be ready to provide written/email confirmation.
4. What happens if the requests are not approved?

DateGM Signature or Authorized Representative

AGREEMENT FOR INSTALLATION AND CONVEYANCE OF FACILITIES

This AGREEMENT is made this _____ day of _____, _____, by and between _____, hereinafter called "Customer," and Southern California Edison Company, a corporation, hereinafter called "SCE".

1. SCE has requested Customer to furnish and install at _____, the facilities specified below at a location on said property as designated by SCE.
2. Customer agrees, at Customer's expense, to furnish and install the facilities specified as follows:
PAD _____ SLAB _____ ENCLOSURE _____ OTHER _____.
3. Customer further agrees that immediately upon completion of said facilities and acceptance by SCE, title to each and every component thereof shall pass to SCE free and clear of all liens and encumbrances without further action upon the part of Applicant. Upon such conveyance, SCE agrees to pay to Customer SCE's estimated-installed cost of the facilities which is agreed to be _____.
4. SCE shall have the right of ingress to and egress from Customer's premises and access to the facilities for operation and/or maintenance purposes.

CUSTOMER

SOUTHERN CALIFORNIA EDISON COMPANY

Signature

Division or District

Service Address

Signature

ACCOUNTING DATA

W. O. Identity No. _____ Work Order No. 6 ____ -- _____ AD412-U Ref. _____

Date Work Completed _____

MEMORANDUM OF FACILITIES INSTALLED BY THE CUSTOMER

Description	Assembly Unit		Quantity	Unit Cost	Amount
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
Total Estimated Amount of Customer-Installed Facilities					\$ _____

Remarks _____

Prepared By _____

Approved By _____



Southern California Edison
Rosemead, California

Revised Cal. PUC Sheet No. 27765-E
Cancelling Original Cal. PUC Sheet No. 8857-E

Agreement for Installation and
Conveyance of Facilities

Form C-352-2

(To be inserted by utility)
Advice 1489-E
Decision
C-352-2_frm.doc

Issued by
John Fielder

Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Sep 29, 2000
Effective Nov 08, 2000
Resolution _____



Southern California Edison
Rosemead, California

Original Cal. PUC Sheet No. 8857-E
Cancelling Cal. PUC Sheet No. -E

Agreement for Installation and
Conveyance of Facilities

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(To be inserted by utility)
Advice 730-E
Decision
C-352-2_frame.doc

Issued by
Ronald Daniels

Vice President

(To be inserted by Cal. PUC)
Date Filed June 13, 1986
Effective July 13, 1986
Resolution _____



AGREEMENT FOR INSTALLATION AND CONVEYANCE OF FACILITIES

This AGREEMENT is made this 24th day of May, 2023, by and between City of Camarillo, hereinafter called "Customer," and Southern California Edison Company, a corporation, hereinafter called "SCE".

1. SCE has requested Customer to furnish and install at 283 N GLENN DR CAMARILLO CA 93010, the facilities specified below at a location on said property as designated by SCE.
2. Customer agrees, at Customer's expense, to furnish and install the facilities specified as follows:
PAD _____ SLAB **S5766753 ENCLOSURE _____ OTHER _____
& S5195399
**NOTE: S6753 formerly S5195397
3. Customer further agrees that immediately upon completion of said facilities and acceptance by SCE, title to each and every component thereof shall pass to SCE free and clear of all liens and encumbrances without further action upon the part of Applicant. Upon such conveyance, SCE agrees to pay to Customer SCE's estimated-installed cost of the facilities which is agreed to be 0.00
4. SCE shall have the right of ingress to and egress from Customer's premises and access to the facilities for operation and/or maintenance purposes.

CUSTOMER

SOUTHERN CALIFORNIA EDISON COMPANY



39 - VENTURA

City Manager Signature

Division or District

283 N GLENN DR CAMARILLO CA 93010

Service Address

Signature

ACCOUNTING DATA

W. O. Identity No.

Work Order No. 6

AD412-U Ref.

Date Work Completed _____

MEMORANDUM OF FACILITIES INSTALLED BY THE CUSTOMER

Description	Assembly Unit	Quantity	Unit Cost	Amount
				\$
				\$
				\$
				\$
				\$

Total Estimated Amount of Customer-Installed Facilities \$ _____

Remarks: _____

Prepared By Vasquez, Christina Polino
Approved By _____

Copy Distribution:

White - Plant Accounting
Canary - Work Order file
Pink - Customer



Southern California Edison
Rosemead, California

Revised Cal. PUC Sheet No. 27765-E
Cancelling Original Cal. PUC Sheet No. 8857-E

Agreement for Installation and
Conveyance of Facilities

Form C-352-2

(To be inserted by utility)
Advice 1489-E
Decision
C-352-2_frm.doc

Issued by
John Fielder

Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Sep 29, 2000
Effective Nov 08, 2000
Resolution _____



Southern California Edison
Rosemead, California

Original Cal. PUC Sheet No. 8857-E
Cancelling Cal. PUC Sheet No. -E

Agreement for Installation and
Conveyance of Facilities

Form C-352-2

(To be inserted by utility)
Advice 730-E
Decision
C-352-2_frame.doc

Issued by
Ronald Daniels
Vice President

(To be inserted by Cal. PUC)
Date Filed June 13, 1986
Effective July 13, 1986
Resolution _____



AGREEMENT FOR INSTALLATION AND CONVEYANCE OF FACILITIES

This AGREEMENT is made this 24th day of May, 2023, by and between City of Camarillo, hereinafter called "Customer," and Southern California Edison Company, a corporation, hereinafter called "SCE".

1. SCE has requested Customer to furnish and install at 4101 LAS POSAS RD CAMARILLO CA 93010, the facilities specified below at a location on said property as designated by SCE.
2. Customer agrees, at Customer's expense, to furnish and install the facilities specified as follows:
PAD P5554465 SLAB _____ ENCLOSURE _____ OTHER X5566711
3. Customer further agrees that immediately upon completion of said facilities and acceptance by SCE, title to each and every component thereof shall pass to SCE free and clear of all liens and encumbrances without further action upon the part of Applicant. Upon such conveyance, SCE agrees to pay to Customer SCE's estimated-installed cost of the facilities which is agreed to be 0.00
4. SCE shall have the right of ingress to and egress from Customer's premises and access to the facilities for operation and/or maintenance purposes.

CUSTOMER

SOUTHERN CALIFORNIA EDISON COMPANY

39 - VENTURA

City Manager

Signature

Division or District

4101 LAS POSAS RD CAMARILLO CA 93010

Service Address

Signature

ACCOUNTING DATA

W. O. Identity No.

Work Order No. 6

AD412-U Ref.

Date Work Completed _____

MEMORANDUM OF FACILITIES INSTALLED BY THE CUSTOMER

Description	Assembly Unit	Quantity	Unit Cost	Amount
				\$
				\$
				\$
				\$
				\$

Total Estimated Amount of Customer-Installed Facilities \$ _____

Remarks: _____

Prepared By Vasquez, Christina Polino
Approved By _____

Copy Distribution:

White - Plant Accounting
Canary - Work Order file
Pink - Customer



Southern California Edison
Rosemead, California

Revised Cal. PUC Sheet No. 27765-E
Cancelling Original Cal. PUC Sheet No. 8857-E

Agreement for Installation and
Conveyance of Facilities

Form C-352-2

(To be inserted by utility)
Advice 1489-E
Decision
C-352-2_frm.doc

Issued by
John Fielder

Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Sep 29, 2000
Effective Nov 08, 2000
Resolution _____



Southern California Edison
Rosemead, California

Original Cal. PUC Sheet No. 8857-E
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C-352-2_frame.doc


Issued by
Ronald Daniels
Vice President

(To be inserted by Cal. PUC)
Date Filed June 13, 1986
Effective July 13, 1986
Resolution _____

AGREEMENT FOR INSTALLATION AND CONVEYANCE OF FACILITIES

This AGREEMENT is made this 24th day of May, 2023 by and between City of Camarillo, hereinafter called "Customer," and Southern California Edison Company, a corporation, hereinafter called "SCE".

1. SCE has requested Customer to furnish and install at 601 Carmen Dr Ev, Camarillo, the facilities specified below at a location on said property as designated by SCE.
2. Customer agrees, at Customer's expense, to furnish and install the facilities specified as follows:
PAD _____ SLAB _____ ENCLOSURE _____ OTHER Convey Facilities.
3. Customer further agrees that immediately upon completion of said facilities and acceptance by SCE, title to each and every component thereof shall pass to SCE free and clear of all liens and encumbrances without further action upon the part of Applicant. Upon such conveyance, SCE agrees to pay to Customer SCE's estimated-installed cost of the facilities which is agreed to be 0.00.
4. SCE shall have the right of ingress to and egress from Customer's premises and access to the facilities for operation and/or maintenance purposes.

<u>CUSTOMER</u>  _____ Signature	<u>SOUTHERN CALIFORNIA EDISON COMPANY</u> <u>39 - Ventura</u> _____ Division or District
<u>601 CARMEN DR EV, CAMARILLO CA 93010</u> _____ Service Address	_____ Signature

ACCOUNTING DATA

W. O. Identity No. TD1975525 Work Order No. 6 _____ -- _____ AD412-U Ref. _____

Date Work Completed _____

MEMORANDUM OF FACILITIES INSTALLED BY THE CUSTOMER

Description	Assembly Unit	Quantity	Unit Cost	Amount
P5034939 48"x54" Pad		1		\$ 0
				\$
				\$
				\$
				\$
Total Estimated Amount of Customer-Installed Facilities				\$ 0

Remarks Customer to convey facility for P5034939 to SCE.

Prepared By Leanna Guevara

Approved By _____



Southern California Edison
Rosemead, California

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SOUTHERN CALIFORNIA EDISON COMPANY

Southern California Edison
Rosemead, California

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Vice President

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CUSTOMER

SOUTHERN CALIFORNIA EDISON COMPANY

Signature

Division or District

Service Address

Signature

ACCOUNTING DATA

W. O. Identity No. _____ Work Order No. 6 ____ -- _____ AD412-U Ref. _____

Date Work Completed _____

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Description	Assembly Unit		Quantity	Unit Cost	Amount
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
Total Estimated Amount of Customer-Installed Facilities					\$ _____

Remarks _____

Prepared By _____

Approved By _____



Southern California Edison
Rosemead, California

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_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
Total Estimated Amount of Customer-Installed Facilities					\$ _____

Remarks _____

Prepared By _____

Approved By _____



Southern California Edison
Rosemead, California

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_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
Total Estimated Amount of Customer-Installed Facilities					\$ _____

Remarks _____

Prepared By _____

Approved By _____



Southern California Edison
Rosemead, California

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Signature

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_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
Total Estimated Amount of Customer-Installed Facilities					\$ _____

Remarks _____

Prepared By _____

Approved By _____



Southern California Edison
Rosemead, California

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Voting Solutions for All People

2023



VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)

The Registrar-Recorder/County Clerk (RR/CC) established the Voting Systems Assessment Project to modernize Los Angeles County's aging voting system and create a voting experience that meets the unique needs of the diverse electorate.

VSAP PRINCIPLES

- Transparency
- Options
- Privacy
- Easy and Accessible
- Scalable
- Trust
- Integrity
- Security
- Cost Effective
- Flexible

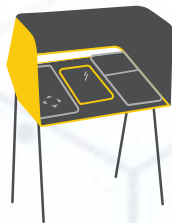


HUMAN-CENTERED DESIGN APPROACH

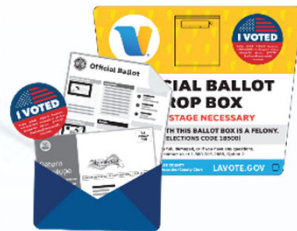


Historically, voting systems were designed and developed to satisfy regulatory requirements and the needs of election administrators. The VSAP adopted a human-centered design approach that focused on needs of voters first.

VSAP – Voting Solutions for All People



Ballot Marking
Device



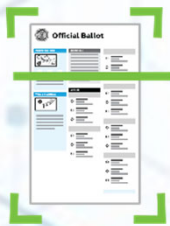
Vote By Mail
Experience



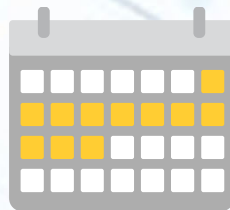
Interactive Sample
Ballot



Electronic Pollbooks



Modern Tally
System



Voting Period

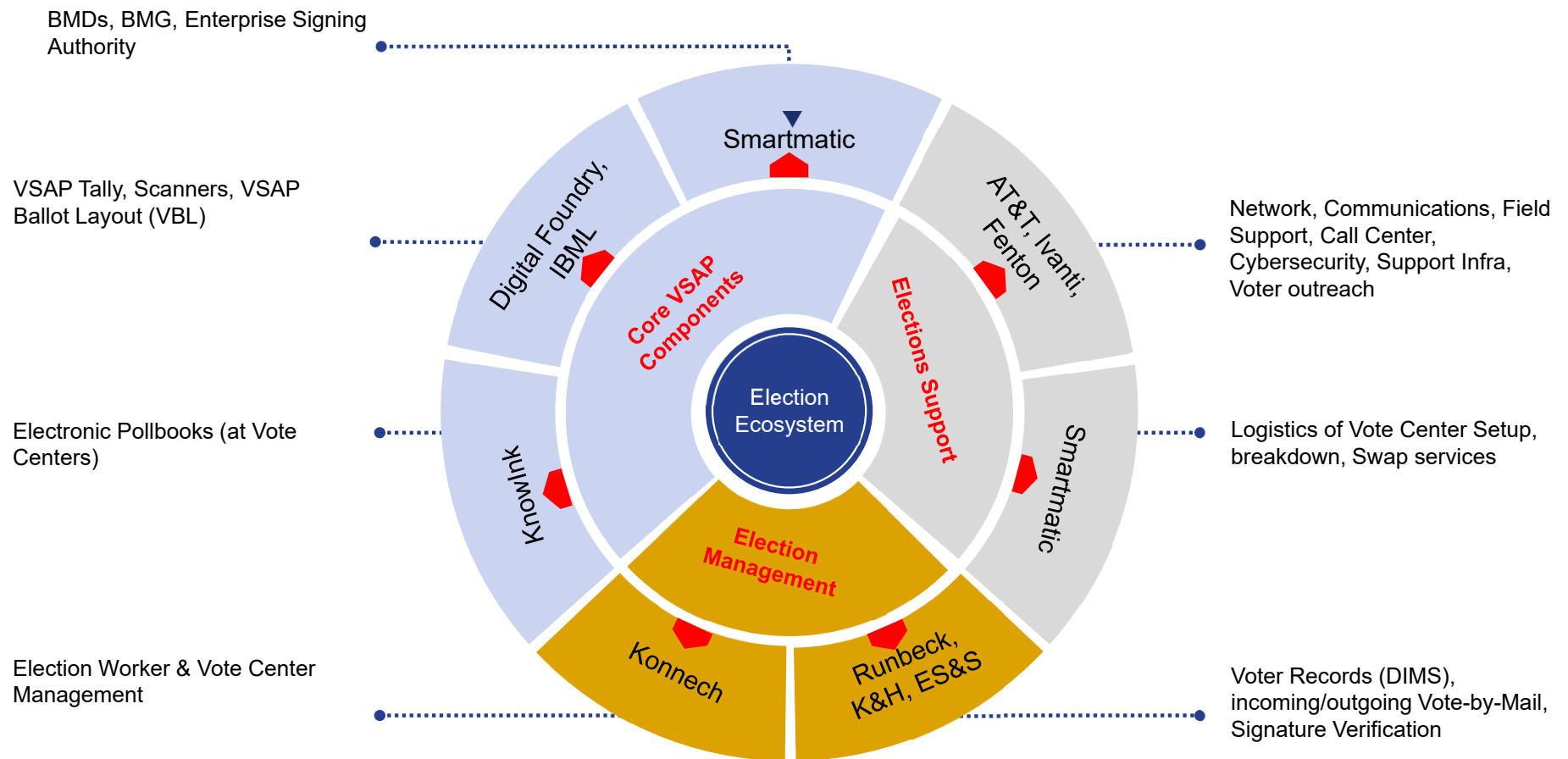


Vote Centers



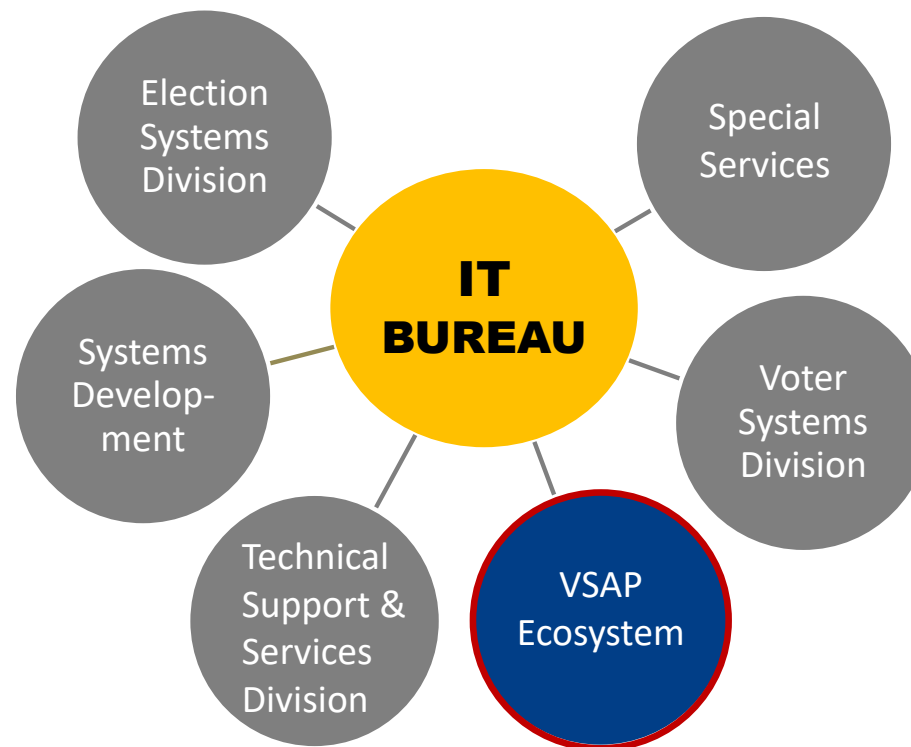
Open Source,
Publicly Owned

Vendor Support Election Ecosystem

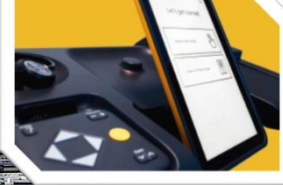




INFORMATION TECHNOLOGY BUREAU OVERVIEW



VSAP Operations Center (VOC)

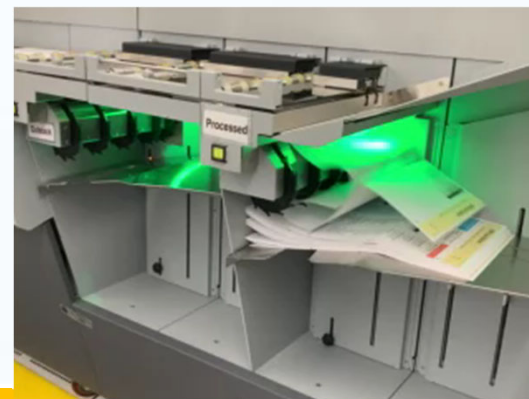
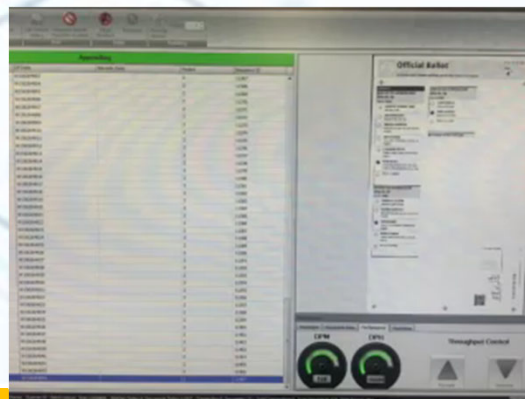


Tally – IBML Scanners

- 170 ppm 600 dpi
- 230 ppm 300 dpi
- 500,000+ ballot cards in a regular shift



- Secure Login
- Document Detail
- Document Viewer



- QR Code Verification
- 2 Pockets

Ballot Layout

- Machine Learning and Artificial Intelligence
- Machine Translation
- Text-to-speech

20 Supported Languages

• English	• Japanese
• Armenian	• Khmer
• Bengali	• Korean
• Burmese	• Mongolian
• Cantonese	• Russian
• Traditional Chinese	• Spanish
• Farsi	• Telugu
• Gujarati	• Tagalog
• Hindi	• Thai
• Indonesian	• Vietnamese

VBL/SBB Proof x +

svmsets:5009

<< NP_0001 9/14/2021 CALIFORNIA GUBERNATORIAL RECALL ELECTION - English - NP_0001 - Last Approval Action: Team Supervisor Approval NP_0002 >>

1 / 2

Open Sample Ballot Booklet

Team 1

Team 2

Team Supervisor

Official Ballot

CALIFORNIA GUBERNATORIAL RECALL ELECTION, September 14, 2021 • County of Los Angeles

Page 1 / 2

Instructions to voters: Marking your ballot

Do this Not this Not this

• Use only black or blue ink pen to mark your choice on your ballot.

• Fill in the circle to the left of your choice.

• Don't vote for more choices than indicated.

• You don't have to vote in every race.

Write-in Candidates

• A voter is entitled to cast a vote for a

STATE CALIFORNIA GUBERNATORIAL RECALL ELECTION

Vote YES or NO

Should GAVIN NEWSOM be recalled (removed) from the office of Governor?

☐ YES

☐ NO

Candidates to succeed GAVIN NEWSOM as Governor if he is recalled:

Vote For ONE

☐ ADAM PAPAGAN
Party Preference: None
Entrepreneur

☐ ARMANDO "MANDO" PEREZ-SERRATO
Party Preference: Democratic

☐ JOHN COX
Party Preference: Republican
Businessman/Accountant/Father

☐ HEATHER COLLINS
Party Preference: Democratic

Selections continue from previous column

☐ KEVIN K. KAUL
Party Preference: None
Real Estate Developer

☐ CHAUNCEY "SLIM" KILLEN
Party Preference: Republican
Retired Correctional Officer

☐ KEVIN KILEY
Party Preference: Republican
California Legislator

☐ PATRICK KILPATRICK
Party Preference: Democratic
Actor/Screenwriter/Producer

☐ ANTHONY TRIMINO
Party Preference: Republican
Entrepreneur/CEO

☐ JOEL VENTRESA
Party Preference: Democratic
Retired Airport Analyst

☐ KEVIN L. FAULCONER
Party Preference: Republican
Businessman/Educator

☐ RHONDA FURIN
Party Preference: Republican
Businesswoman/Author

000

Los Angeles County Registrar-Recorder/County Clerk

Dawn C. Logan
Registrar-Recorder/County Clerk

Official Sample Ballot

California Gubernatorial Recall Election
September 14, 2021

VOTE CENTERS OPEN:
September 4th – September 13th: 10 AM – 7 PM
Election Day, September 14th: 7 AM – 8 PM

ALL REGISTERED VOTERS WILL RECEIVE A VOTE BY MAIL BALLOT

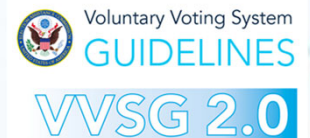
Vote in the safety of your home by returning your Vote by Mail ballot

LAVote.net



VSAP 4.0

- Current certified version is VSAP 3.1
- Currently working on next version (4.0)
- Primary drivers – certification conditions and VVSG 2.0 compliance
- Two-year development and certification cycle – to be ready before 2026 election cycle
 - One-time funding \$17M FY 23-24; One-time funding \$17M to be requested in FY 24-25 proposed cycle
- All VSAP components being upgraded - Tally, VBL, BMG, BMD, ISB, ESA



VSAP 4.0

VSAP 3.0 certification use conditions and the adhering to the new California Voluntary Voting System Guidelines 2.0

- Mitigation of software obsolescence, specifically end-of-life for infrastructure components
- Compliance with new legislative requirements
- Mandatory FIPS compliance to ensure the security and interoperability of the VSAP Systems
- Full Disk Encryption (FDE) employed as a security measure to protect the data by encrypting the entire contents of the disk.

Enhancement Opportunities

- Functional improvements including system performance, robust reporting and auditing capabilities, improved operability, and user experience/user interface (UX/UI) enhancements.
- Additional language support



CentOS



Red Hat
Enterprise Linux



Voluntary Voting System

GUIDELINES

VVSG 2.0

Full-disk
Encryption



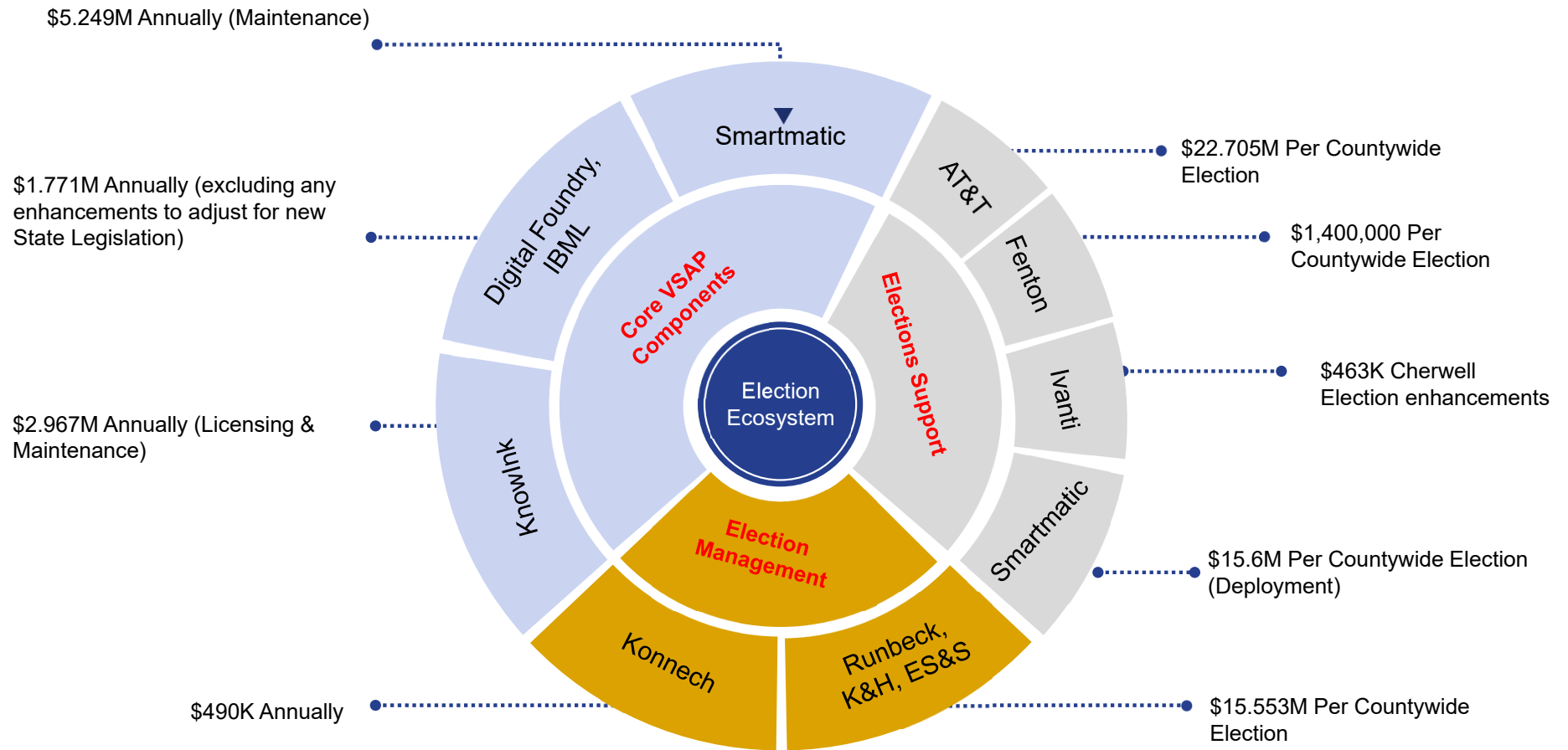
LAVOTE.GOV



VSAP Multi-Year Contract History



VSAP – Multi-year Contracts



VESSMA Election Support Contracts

Contract Allowance: \$227,100,000

Expenses + Commitment: 103,114,333

Term: March 1, 2022 to February 28, 2029

VESSMA Service Categories

Category 1: Vote Center Deployment Services

Category 2: Election Operations Management and Planning Services

Category 3: Vote Center Network Support (NOC)

Category 4: Election Cybersecurity Services (SOC)

Category 5: VSAP Tally and VSAP Ballot Layout (VBL) Enhancements

Category 6: Election Support Services

Category 7: BMD/BMG Enhancement & Maintenance

Category 8: Infrastructure Support Services

Category 9: Voter Education and Outreach Communication Campaign Services

Category 10: Learning Management System Services

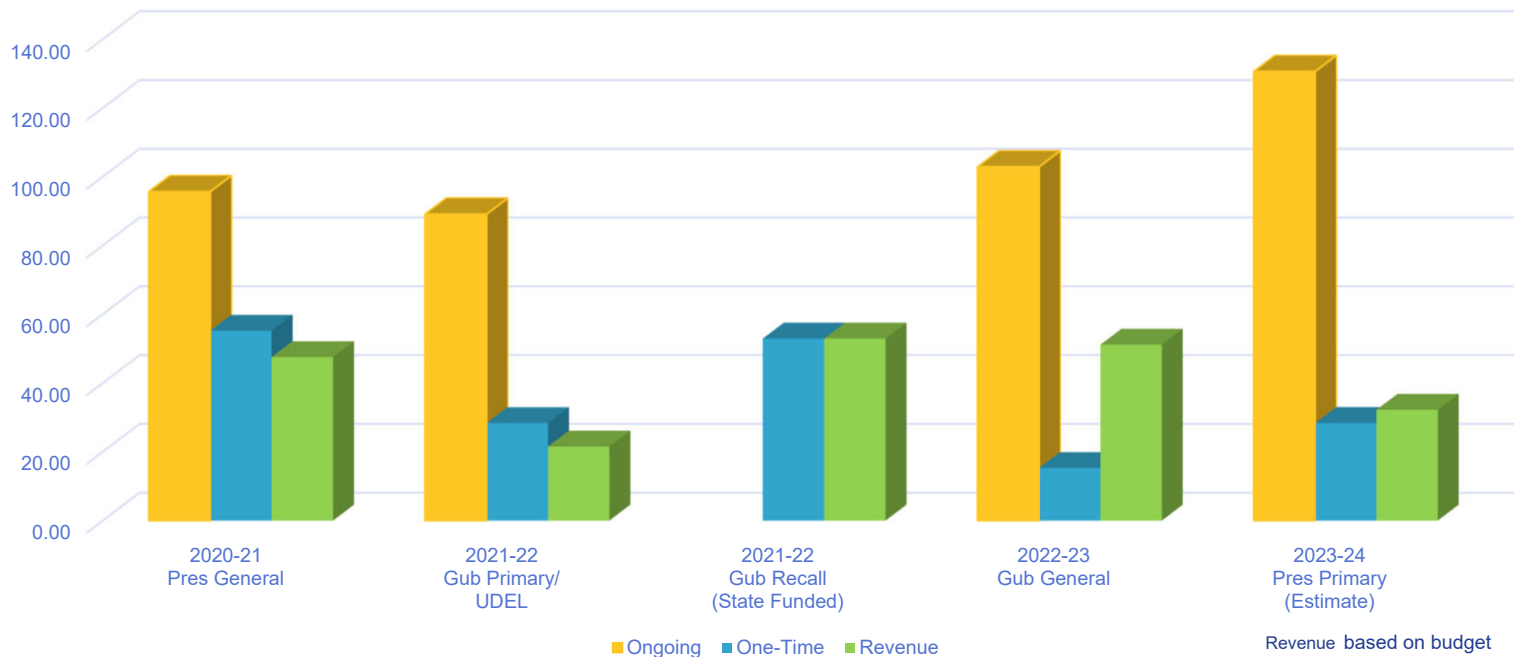


RR/CC Budget Cycles



Department Overview – Elections and Voter Registration

Primary/UDEL and General Election Costs
FY 2014-15 through 2022-23 *(in millions)*

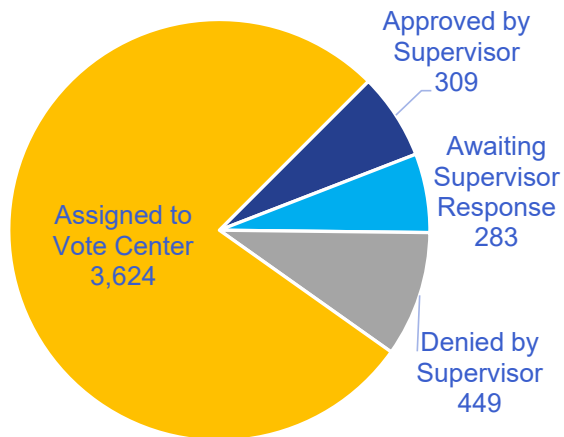


Questions?

CEEWP Recruitment Snapshot

Voluntary Phase

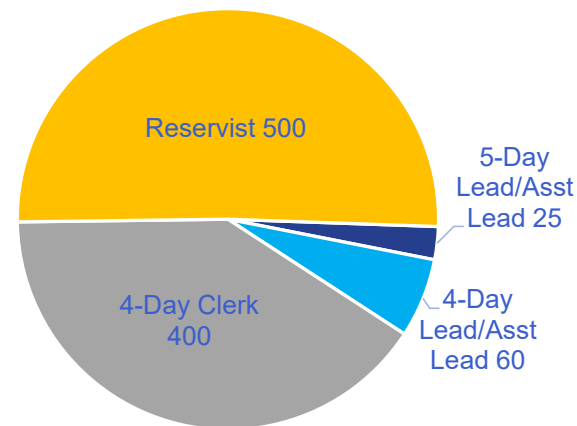
Total Applied: 4,665



Total Departments Participating: 39

Mandatory Phase

Total Employees Needed: 985





LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

VSAP OPERATIONS CENTER

ABOUT US

The VSAP Operation Center (VOC) is a 215,000 sq. ft. secure warehouse facility that stores and manages VSAP election equipment, such as:

- 31,100 Ballot Marking Devices and 6,200 carts
- 8,647 ePollbooks
- 2,500 Uninterrupted Power Supply
- 1,500 Cradlepoint Routers
- 480 ePollbook and 324 auxiliary storage racks

Staff at the VOC conducts election preparations, such as data loading and maintenance of the BMDs, automating and conducting manual diagnostics, and performing annual preventative maintenance to ensure all devices are in their optimal condition.

In a major election, nearly all of the devices and equipment stored in the VOC are deployed to hundreds of specified Vote Center locations throughout the County as early as two weeks before Election Day. The VOC utilizes its 32 service docks to load and transport the equipment using 83 trucks ranging in size from 26 to 55 feet in length.

A second off-site facility known as VOC Carmenita Facility houses all peripheral equipment including 6,220 BMD privacy screens and stands. This facility is 78,000 sq. ft. with 700 storage racks.



VOC Security

The VOC warehouse is a secured facility with 24/7 armed security, full-scale intrusion alarm and 120 camera system with DVR. Facility access is authorized by a pre-approved name specific access list referenced by security guards and validated against their ID. An Envoy system is available at the front office and dock entrance for non-listed guest to check in and receive a one-day badge.





LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

TABULATION (TALLY)

TALLY OPERATIONS

The VSAP Tally operation utilizes custom software called VSAP Ballot Layout (VBL) to generate the proper layout and configuration of the Vote by Mail (VBM) and Ballot Marking Device (BMD) ballots. The ballot information data from the VBL application is also converted into election configuration files that instruct the other system components on how to present and process ballots including the operation and audio for the BMDs, Interactive Sample Ballots (ISB), and VSAP Tally application.

Secure Air-Gapped Environment

The VSAP Tally and VBL applications are custom software solutions used on open-source software stacks and owned by Los Angeles County. Tally and VBL operate in an air-gapped environment where the network is physically isolated from voting devices, the public Internet, and local area networks. Removable digital media is the only method of input and output of data with external systems. The air-gapped environment prevents any software or firmware updates to be done automatically. All necessary software changes are transferred to the hardware via digital media and installed locally.



Pre-Election Logic and Accuracy Simulation

Before and after every election, logic and accuracy and an election night simulation is conducted to verify the Tally system and its components are operating as intended. The simulation includes credentialed employees scanning and processing test ballots and verifying the results. In a major election (2022 General Election), approximately 10 million ballots were scanned and processed. The simulation concluded a 100% logic and accuracy match – consistent with every pre-election simulation in previous elections.

Every ballot cast in an election is centrally tabulated at the Tally Operation Center



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

VSAP TALLY SYSTEM

VSAP Tally was designed and developed by Los Angeles County to implement a system and process necessary to tabulate voted paper ballots with a high degree of accuracy, performance, security, transparency and reliability, and to scale appropriately to the size, complexity, and turnout of the election. It is a system that uses Commercial off-the-Shelf (COTS) scanners to capture VBM and BMD ballot images to report election results. Among its key features, the VSAP Tally System takes digital images of voted paper ballots from one or more scanner output directories, uses digital image processing tools and techniques to recognize and adjudicate the votes cast on the ballots, and tabulates and reports the results.



Tally System Prod

Page Layout: vbm-page-layout-
Ballot Style: 28633

Official Ballot

STATEWIDE DIRECT PRIMARY ELECTION, June 27, 2022 • County of Los Angeles

**Instructions to voters:
Marking your ballot**

Do this: Use only black or blue ink pen to mark your choices on your ballot. Fill in the circle to the left of your choice. Don't vote for more choices than indicated. You don't have to vote in every race.

Not this: [Incorrect marking examples]

Write-In Candidates

A voter is entitled to cast a vote for a qualified write-in candidate for any voter-nominated or nonpartisan office by writing, on the write-in portion of the ballot, the name of the qualified candidate.

To add a candidate, fill in the circle to the left of "Write-In Candidate" and write the name on the dotted line.

A list of qualified write-in candidates is available eleven days before the election at [lavote.gov](https://www.lavote.gov).

Do not write in a candidate whose name already appears on the ballot.

Pursuant to Elections Code §906, write-in votes are not authorized for voter-nominated offices at the general election.

There are two U.S. Senate contests on this ballot.

- One for the regular 6-year term ending January 3, 2029
- One for the remainder of the current term ending January 3, 2023

You may vote for both contests.

NATIONAL ELECTION

UNITED STATES SENATOR - Full Term

☒ **JOE BIDEN** - empty
Party Preference: Democratic

☐ **OBAMA WU PIRAJA**
Party Preference: Democratic

☐ **DOUGLAS HOWARD PIERCE**
Party Preference: Republican

☐ **MYRON L. HALL**
Party Preference: Republican

☐ **TIMOTHY J. URSCH**
Party Preference: Democratic

☐ **CHUCK SMITH**
Party Preference: Republican

☐ **JAMES "HENK" CONN**
Party Preference: Green

☐ **DON J. GRUNDMANN**
Party Preference: None

☐ **ELANOR GARCIA**
Party Preference: None

☐ **ROBERT GEORGE LUCERO, JR**
Party Preference: Republican

☐ **SARAH SUN LIEW**
Party Preference: Republican

Continued contests on next page

The Tally System is capable of processing hand-marked full-face Vote by Mail (VBM) ballots, as well as machine-printed ballots produced by the VSAP Ballot Marking Device (BMD), and supports reading and decoding QR codes printed on both types of ballots.

At the time of scanning, the Tally System will verify the authenticity of each ballot being processed and assign a unique ballot identification to name the image and print on the margin of the physical ballot. The system will keep logs and batch-processing information to support independent ballot-level comparison audits of election results. Once ballots are scanned, VSAP Tally processes the ballot images and converts them into cast vote records (CVR). Tally then tabulates the votes and enables the export of the election results.



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

BALLOT LAYOUT


VSAP BALLOT LAYOUT (VBL)


The VSAP Ballot Layout (VBL) application was designed and developed by Los Angeles County to configure election data stored in our Election Management System and generate the design, layout, and contest/candidate order of VBM ballots, BMD ballots, Sample Ballot Books, and the Interactive Sample Ballot in 19 different languages.

In 2018, Los Angeles County implemented the current VBM full-face ballot. This full-face ballot neatly displays the contest and candidate names on a multi-sheet ballot in a variety of paper sizes. VBL generates these user-friendly ballots using advanced PDF rendering and mark-sense technology. VBM ballots are customizable with the ability to add text and images, watermarks, and color tints. VSAP Tally interprets voter selection using the mark sense technology by the registration marks.

20 Supported Languages

English	Japanese
Armenian	Khmer
Bengali	Korean
Burmese	Mongolian
Cantonese	Russian
Traditional Chinese	Spanish
Farsi	Telugu
Gujarati	Tagalog
Hindi	Thai
Indonesian	Vietnamese

**VSAP Ballot Layout**
Version ID: 2.0.15-f0a3c7b4e













SPECIAL ELECTIONS, March 02, 2021 (4256) 

Menu mparker

Dashboard

Election Name	Election ID	Election Date	Total Contests	Precincts	Parties	VIP Creation Date	VIP Upload Date	Supported Languages
SPECIAL ELECTIONS, March 02, 2021 • County of Los Angeles	4256	03/02/2021	4	298	1	03/05/2021	08/03/2021	BN, CC, EN, ES, FA, GU, HI, HY, ID, JA, KM, KO, MN, MY, RU, TE, TH, TL, VI, ZH

Activities in Progress

Activity	State	Time Active	Start Date/Time	User	Links
VBM Generation - Languages: 20 Layout: ALL Contest: ALL <i>Generated 4 ballot layouts out of 4 ballot layouts.</i>	 ✓	7 minutes	8/3/2021, 1:21 PM	mparker	   
BMD Validation <i>Total of 4 ballot layouts. Validated the worst cases of 20 languages out of 20 languages.</i>	 ✓	<1 minutes	8/3/2021, 1:30 PM	mparker	  
VBM LNA Generation - Languages: 20 Vote Pattern: Undervote Scope: Unique Rotation Omit: Off	 ✓	<1 minutes	8/3/2021, 1:31 PM	mparker	
VBM LNA PDF to JPG Conversion <i>Converted 80 PDFs to JPGs out of 80 PDFs.</i>	✓	<1 minutes	8/3/2021, 1:32 PM	mparker	



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

ELECTION OPERATIONS CENTER (EOC)

ABOUT US

The Election Operations Center (EOC) located in Santa Fe Springs, CA contains the Vote Center Supplies & Transportation Section (VCST) and the Vote Center Assessment & Recruitment Section (VCAR). The facility is the long-term storage location for the majority of election materials identified in the California Election Code. The site is also the location where all Vote-by-Mail Drop Boxes (VBMDDB) are stored, repaired, and dispatched for installation. Staff at the EOC are tasked with recruiting all Vote Center (VC), Check-in-Center (CIC), and Regional Distribution Center (RDC) locations for all County administered elections.

Security

The EOC warehouse is a secured facility that has 24/7-armed security, in-door and out-door cameras with recording capabilities, and a multi-point intrusion alarm system. All non-employee access is coordinated with the front office staff or through the Sheriff's deputy that is stationed at the facility.



Elections

Year-round, the EOC has 60 permanent full-time employees. During Countywide elections, the EOC employs over 80 temporary staff to prepare all non-VSAP election equipment including the VC supplies, RDC supplies, and CIC supplies, as well as approximately 45 temporary staff to recruit, assess, and develop use plans for all vote centers in the given election. In addition, the EOC prepares all the supplies used by the Troubleshooters, Coordinators, and Mobile Voting Program (MVP). Over the 11-day voting period the EOC operates the CIC Call Center which coordinates the receiving of all VC ballots and ensures nightly delivery to the tally operation team.