



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: July 24, 2024

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: John Leonard, 3rd Supervisorial District

CEO MEETING FACILITATOR: Thomas Luscombe

This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. DISCUSSION ITEM(S):

- A) Board Letter:
HARBOR-UCLA MEDICAL CENTER CAMPUS
SECOND AMENDMENT TO THE OPTION TO LEASE AGREEMENT WITH
THE LUNDQUIST INSTITUTE FOR BIOMEDICAL INNOVATION AT THE
HARBOR-UCLA MEDICAL CENTER CAMPUS FOR A BIOSCIENCE
TECHNOLOGY PARK
CEO/RE - Michael Rodriguez, Section Chief, County Owned

- B) Board Letter:
FIFTEEN-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
900 CORPORATE CENTER DRIVE, MONTEREY PARK
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing

- C) Board Memo:
NOTICE OF INTENT TO NEGOTIATE AN AMENDMENT TO EXTEND SOLE
SOURCE CONTRACT NO. FR10534 WITH PERATON INC., FOR
MAINTENANCE SERVICES FOR THE COMPUTER-AIDED DISPATCH
SYSTEM
LACoFD/CIO – Todd Denerson, Battalion Chief

- D) Board Letter:
APPROVE CONTRACT WITH SENTINEL OFFENDER SERVICES, LLC TO
PROVIDE LOS ANGELES COUNTY OFFENDER MONITORING SERVICES
LASD/CIO – Alejandra Madera, Administrative Services Manager III

- E) Board Memo:
NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT
WITH LEXISNEXIS VITALCHEK FOR RECORDS PAYMENT AND
PROCESSING SYSTEM SERVICES
RRCC/CIO – Jerome Jordan, Assistant Registrar-Recorder/County Clerk, Admin
and Monique Blakely, Assistant Registrar-Recorder/County Clerk, Recorder

- F) Board Letter:
APPROVAL OF SOLE SOURCE AMENDMENT TO AGREEMENT WITH RTZ
ASSOCIATES, INC. FOR AREA AGENCY ON AGING AUTOMATED
TRACKING AND REPORTING SYSTEM
AD/CIO – Mike Tsao, Administrative Deputy and
Ivan Pacheco, Chief Information Officer

- G) Board Letter:
ISSUANCE AND SALE OF LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY LEASE REVENUE BONDS, 2024 SERIES H
TTC – Elizabeth Buenrostro, Treasurer and Tax Collector,
Daniel Wiles, Assistant Treasurer and Tax Collector and
Teresa Gee, Chief Public Finance Officer

4. PRESENTATION ITEM(S):

None available.

5. ADJOURNMENT

UPCOMING ITEM(S) FOR JULY 31, 2024:

- A) DCFS/CIO - NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH SIDEBENCH STUDIOS, LLC. FOR INFORMATION TECHNOLOGY SERVICES
- B) DCFS/CIO - NOTICE OF INTENT TO REQUEST DELEGATED AUTHORITY TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH BINTI, INC.
- C) ISD - REQUEST FOR APPROVAL TO AWARD AND EXECUTE ONE CONTRACT WITH BATZA & ASSOCIATES, INC. FOR AS-NEEDED INVESTIGATIVE SERVICES
- D) LASD/CIO - ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC RECORDS IMPROVEMENT PROJECT PROGRAM
- E) CEO/RE - TEN-YEAR LEASE AMENDMENT
DEPT OF CHILDREN AND FAMILY SERVICES
901 CORPORATE CENTER DRIVE, SUITE 100, MONTEREY PARK

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	724//2024	
BOARD MEETING DATE	8/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	DHS, DPW	
SUBJECT	HARBOR-UCLA MEDICAL CENTER CAMPUS SECOND AMENDMENT TO THE OPTION TO LEASE AGREEMENT WITH THE LUNDQUIST INSTITUTE FOR BIOMEDICAL INNOVATION AT THE HARBOR-UCLA MEDICAL CENTER CAMPUS FOR A BIOSCIENCE TECHNOLOGY PARK	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Second Amendment to Option Agreement must be executed before December 30, 2024 to extend the option deadlines so the Option Agreement does not terminate.	
COST & FUNDING	Total cost: \$ N/A	Funding source: N/A
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The purpose of the recommended actions is to approve and authorize the Chief Executive Officer to execute the Second Amendment to the Option Agreement to extend the Option Agreement deadlines for another two years, modify the location of the Phase 1 and Future Development locations, and change the boundaries of the Future Development.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County and TLI entered into an Option Agreement on December 30, 2020, for a proposed biotechnology park located at the Harbor-UCLA Medical Center and contemplated to be developed in two phases. The Option Agreement was amended on December 9, 2022, to extend the Option Agreement Deadlines. Master Plan construction activities at the medical campus and the Restorative Care Village study necessitate extending the deadlines, swapping Phase locations, and a change to the boundary of the Future Development boundary.	
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	Michael Rodriguez Section Chief, County Owned CEO Real Estate Division 213-974-4246 mgrodriguez@ceo.lacounty.gov	



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

August 6, 2024

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

Dear Supervisors:

**HARBOR-UCLA MEDICAL CENTER CAMPUS
SECOND AMENDMENT TO THE OPTION TO LEASE AGREEMENT
WITH THE LUNDQUIST INSTITUTE FOR BIOMEDICAL INNOVATION
AT THE HARBOR-UCLA MEDICAL CENTER CAMPUS
FOR A BIOSCIENCE TECHNOLOGY PARK
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Request for approval of, and delegation of authority to execute, a Second Amendment to the Option to Lease Agreement (Option Agreement) with the Lundquist Institute for Biomedical Innovation (TLI) at the Harbor-UCLA Medical Center Campus for a Bioscience Technology Park (Biotech Park).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of the Harbor-UCLA Medical Center Campus Master Plan (Master Plan) project impacts analyzed in the Environmental Impact Report (EIR) previously certified by the Board.
2. Approve and authorize the Chief Executive Officer, or her designee, to execute the Second Amendment to the Option Agreement with TLI to extend the deadlines, modify the location of the Phase 1 and Future Development sites, and change the boundaries of the Future Development so the final sites are as set forth in

Enclosure A, all as set forth in the Option Agreement.

3. Approve and authorize the Chief Executive Officer, or her designee, to execute any ancillary documentation, approved as to form by County Counsel, that is necessary to effectuate the Second Amendment to the Option Agreement, and to implement and effectuate the terms of the Second Amendment to the Option Agreement and the development of the Biotech Park, as set forth herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve and authorize the Chief Executive Officer, or her designee, to execute the Second Amendment to the Option Agreement to extend the Option Agreement deadlines for another two years, modify the location of Phase 1 and Future Development site areas on the Harbor-UCLA Medical Center Campus, and change the boundaries of the Future Development so the final sites are as set forth in Enclosure A.

The County and TLI entered into an Option Agreement on December 30, 2020, for a proposed biotechnology park contemplated to be developed in two phases. Phase 1 and the Future Development site areas were identified in the Option Agreement. The Option Agreement grants TLI the exclusive option to ground lease land within the Phase 1 and Future Development site areas subject to meeting certain conditions referred to as the Tier 1 and Tier 2 conditions. When TLI is ready to develop Phase 1 of the project, TLI will submit a site plan identifying the desired location and meet all Tier 1 and Tier 2 conditions, before the parties enter into a ground lease for the specific site for each specific building. Tier 1 conditions are baseline conditions that must be met to develop all the buildings contemplated in Phase 1, including a phasing plan, parking plan, and relocation plans. Tier 2 conditions are site specific conditions that must be met to build a specific building in Phase 1, including evidence of funding, and a leasing and operation plan. Any development in the Future Development Phase will also be subject to meeting all Tier 1 and Tier 2 conditions.

The Option Agreement has a total term of 25 years, with a maximum of 15 years to develop Phase 1 and a maximum of ten years thereafter to develop any Future Development. TLI was initially required to satisfy the Tier 1 conditions for Phase 1 by December 30, 2022, and satisfy the Tier 2 conditions for the first building, exercise the option, and enter into the first ground lease by December 30, 2024. The Option Agreement was subsequently amended on December 9, 2022, to extend the dates of the Option Agreement deadlines by two years, which included extending the Tier 1 condition deadline to December 30, 2024, and the date by which the Tier 2 conditions for the first building are satisfied, the option exercised, and the first ground lease is entered into, to December 30, 2026.

The parties agree that it would be in their best interests to further extend the dates of implementation of the Option Agreement again and to modify the location of the Phase 1 and Future Development site areas, and change the boundaries of the Future Development so the final sites are as set forth in Enclosure A. The parties propose that the Option Agreement deadlines would be extended by an additional two years, which moves the Tier 1 condition deadline to December 30, 2026, and extends the date by which the Tier 2 conditions for the first building are satisfied, the option exercised, and the first ground lease is entered into, to December 30, 2028, swapping the locations of Phase 1 and the Future Development area, and modifying the Eastern most boundary of the Future Development area so the final sites are as set forth in Enclosure A. Further, TLI also agrees to reimburse the County for actual costs incurred by the County in connection with the Second Amendment to the Option Agreement.

Implementation of Strategic Plan Goals

The Option Agreement as amended, and the proposed second amendment support the North Star 1 - Make Investments That Transform Lives, and North Star 3 – Realize Tomorrow’s Government Today.

This project is also consistent with Strategic Asset Management Goal – Maximize use of county space and achieve cost savings – and Key Objective No. 3 – Optimize Real Estate Portfolio.

The creation of the Biotech Park supports these goals and this objective by generating construction jobs and biotech jobs by providing space in the County for newly emerging biotech companies and by providing a funding mechanism for community benefits.

FISCAL IMPACT/FINANCING

The Second Amendment to the Option Agreement will have no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The nonprofit, TLI, formerly known as LA BioMed, has been located at the Harbor-UCLA Medical Center Campus for nearly 70 years, and has worked in partnership with the County generating new medical paradigms, diagnostics, therapies, and devices for use all over the world. TLI currently leases an approximately 11-acre portion of the medical campus, pursuant to multiple ground leases with the County.

Pursuant to Government Code Section 26227, the Board may make available real property, not needed for County purposes, to non-profit entities for the operation of programs, which serve public purposes and are necessary to meet the social needs of the populace of the County. The County is currently using the property, which is the subject of the Option Agreement, but due to the new hospital construction, said property,

or portions of said property, will not be needed for County purposes at the time of possession by TLI.

On November 16, 2021, the Board approved a motion to authorize a feasibility study on the merits and cost to create a Restorative Care Village on the Harbor-UCLA Medical Center Campus. The feasibility study was completed, and determined the best location for the Restorative Care Village would dictate some changes to the proposed Biotech Park. Given this study and the continuing Master Plan construction activities, the parties agreed to the following:

- The deadlines set forth in the Option Agreement will be extended by another two years. The proposed Second Amendment to the Option Agreement will set the effective date of the option to December 30, 2024.
- The Phase 1 location, originally contemplated to be at the Northwest corner of the medical campus, will be relocated to the Southwest corner of the medical campus where the Future Development was originally to be located, and the Future Development to be relocated to the Northwest corner of the medical campus with the final sites as set forth in Enclosure A.
- The Eastern boundary of the new Future Development location will be moved, so as not to bifurcate the existing buildings with the final sites as set forth in Enclosure A.

ENVIRONMENTAL DOCUMENTATION

On December 20, 2016, the Board approved the Master Plan and certified the final EIR for the Master Plan project, in compliance with CEQA. A Notice of Determination was filed on December 21, 2016. The EIR for the Master Plan project analyzed the development of a new Biotech Park building(s) up to 250,000 square feet on the western portion of the property.

The recommended actions, which extend the Tier 1 deadline for Phase 1, swap the Phase 1 and Future Development site areas, and change the boundary of the Future Development site area in the Option Agreement to be as stated in Enclosure A, to develop a Biotech Park totaling 250,000 square feet on approximately seven to nine acres at the northwest portion of the Harbor-UCLA Medical Center Campus, are within the scope of the impacts analyzed in the previously certified EIR. There are no changes to the project, or to the circumstances under which the project is undertaken, that require further review under CEQA. Once design is complete and prior to implementing the proposed project, the County will review the project to determine whether further findings under CEQA are necessary.

Upon the Board's approval, the Chief Executive Office will file a Notice of Determination with the Registrar-Recorder/County Clerk, in accordance with section 21152 of the California Public Resources Code.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter, is as follows: Chief Executive Office, Asset Management Branch, Capital Programs Division, 500 West Temple Street, Room 754, Los Angeles, CA 90012.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Second Amendment to the Option Agreement will not impact any current services in the area. To the extent TLI desires to exercise its option on areas then in use by the County, TLI will be required to relocate any affected staff, furniture, fixtures, and equipment and County operations, including securing replacement space, at no cost to the County. TLI is required to construct and operate the Biotech Park without impacting the operation of the hospital.

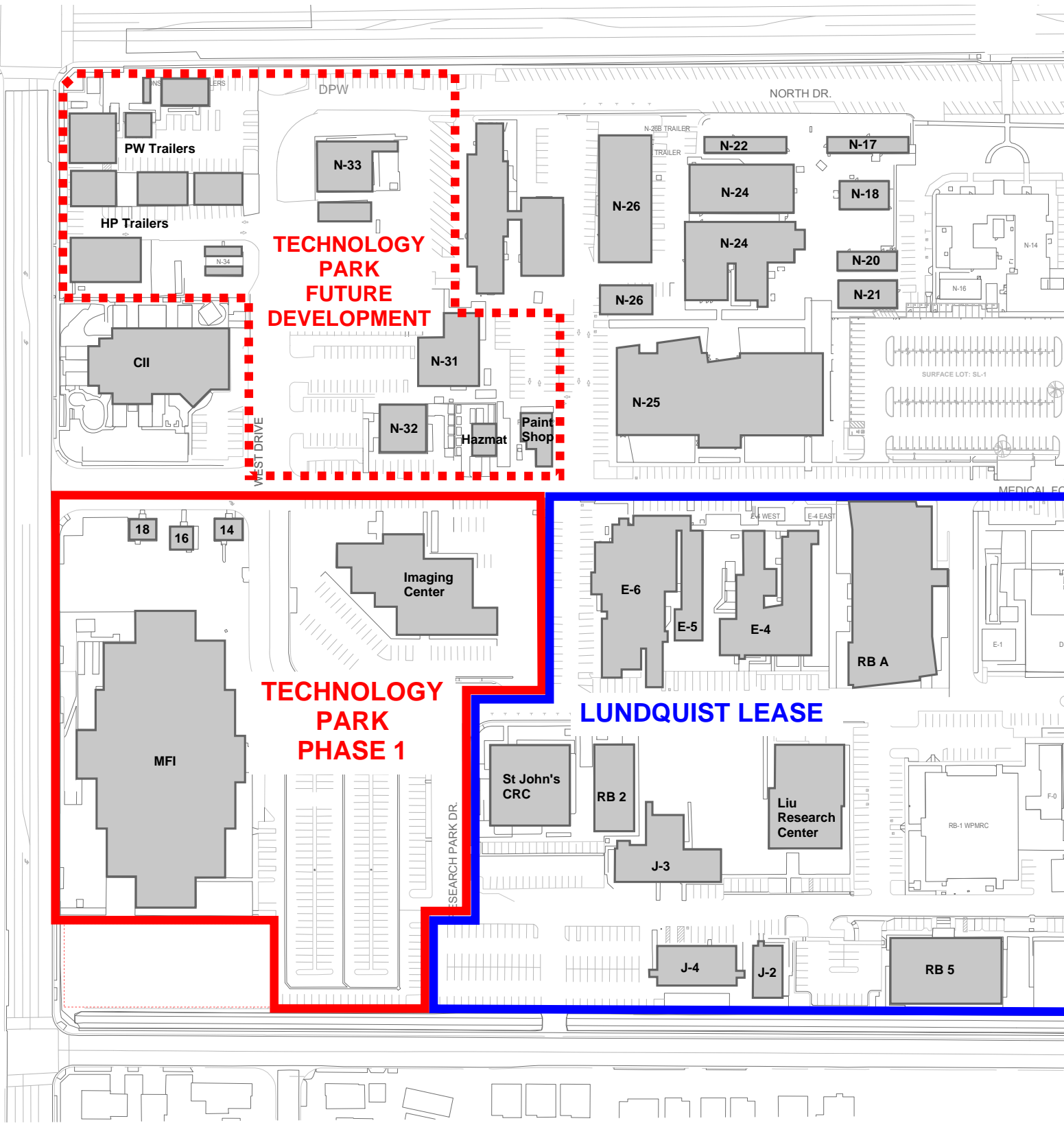
Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:MGR:gb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Health Services
Public Works



Boundary Legend:

- Lundquist Lease
- Technology Park Phase 1
- Technology Park Future Development

SECOND AMENDMENT TO OPTION AGREEMENT

(BIOSCIENCE TECHNOLOGY PARK AT HARBOR-UCLA MEDICAL CENTER)

THIS SECOND AMENDMENT TO OPTION AGREEMENT ("**Amendment**") dated as of _____, 2024 by and between the COUNTY OF LOS ANGELES ("**County**") and the LUNDQUIST INSTITUTE FOR BIOMEDICAL INNOVATION AT HARBOR-UCLA MEDICAL CENTER, a California nonprofit public benefit corporation ("**Optionee**"). County and Optionee may be referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**." This Amendment is entered into with reference to the following facts and circumstances:

RECITALS

A. On December 30, 2020 (the "**Option Agreement Effective Date**"), the County and the Optionee entered into that certain Option to Lease Agreement (Bioscience Technology Park at Harbor-UCLA Medical Center) ("**Option Agreement**"), which is incorporated by reference as if set forth herein. Capitalized terms not defined in this Amendment shall have the meaning set forth in the Option Agreement.

B. On December 9, 2022 the County and Optionee entered into that certain First Amendment to Option Agreement (Bioscience Technology Park at Harbor-UCLA Medical Center) ("**First Amendment**") which made certain changes to the Option Agreement. Each reference herein to the "Option Agreement" shall be deemed to refer to the original Option Agreement as amended by the First Amendment.

C. The County is implementing a project to substantially renovate and replace the current Harbor-UCLA Medical Center ("**Hospital Replacement**").

D. The Parties acknowledge that portions of the Premises will be used for construction staging, laydown and other purposes for the Hospital Replacement Program, and that existing buildings in the Premises continue to be used and occupied by Hospital and County employees to provide service and care to the community.

E. The Board of Supervisors approved a Motion on November 16, 2021, to cause the County to undertake a feasibility study to assess the comparative merits of creating a Harbor-UCLA Medical Center Campus Restorative Care Village ("**Feasibility Study**"), which could potentially impact the location and scope of the Project.

F. The Parties agree that it would be in their best interests to extend the dates of implementation of the Option Agreement. The Parties further agree to modify the Option Agreement and to modify the proposed phasing of the Project so that Phase 1 of the Project will be located on the southern portion of the Premises shown as the Tech Park Phase 1 area outlined on Exhibit A (Harbor-UCLA Campus Alignment) attached hereto and that the Future Development of the Project, if any, would be located on the northern portion of the Premises shown as the Tech Park Phase II area on Exhibit A attached hereto.

G. On August 6, 2024, the Board of Supervisors authorized the Chief Executive Officer to execute this Amendment to the Option Agreement to extend the dates of the implementation of the Option Agreement and to make certain other changes to the Option Agreement as set forth herein.

H. In light of the foregoing, the County and Optionee agree to extend the dates for implementation of the Option Agreement and to modify the portions of the Premises to be developed with the Phase I portion of the Project and any Future Development portion of the Project, as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Optionee agree as follows:

1. Extension of Deadlines. All references to the “Effective Date” in the Option Agreement that require action to be taken within a specified period of time from and after the Option Agreement Effective Date, and which have not yet occurred, shall be and hereby are changed to refer to December 30, 2024 as the Option Agreement “**Effective Date**”.

2. Phases of the Project. The Project shall be developed in two phases. The first Phase of the Project (“**Phase I**”) shall consist of up to three (3) new buildings and associated parking areas (each referred to as a “**Building**”) that shall be constructed on one or more Sites measuring approximately seven (7) to nine (9) acres in aggregate. The final Site dimensions shall be determined upon completion and approval of a Conceptual Site Plan (defined in Section 5.1.1 of the Option Agreement), and any land area within the Premises not assigned to Phase I shall be available for Future Development (defined in subsection (a) below). A more detailed description of the Project is set forth on Exhibit B attached hereto, which replaces Exhibit D attached to the Option Agreement. Lessee or Developer(s) may elect to develop the Buildings in Phase I containing such square footage as they determine in their sole discretion to be appropriate based on market conditions; provided that (i) no Building shall contain less than 70,000 gross square feet and (ii) the total size of all of the Buildings in Phase I shall not exceed the Maximum Development Cap. Each Building shall have parking at or exceeding the applicable code requirements for the uses in such Building.

a. Future Development. During the development of Phase I, provided that Lessee is not then in material default under this Agreement or any Leases for the Sites under Phase I, Lessee may apply to the County for entitlements to increase the square footage permitted to be developed on the Premises, which improvements shall be constructed after completion of any improvements developed under the Maximum Development Cap (any such future entitled development on the balance of the Premises is referred to as the “**Future Development**”). The Future Development shall be subject to and contingent upon environmental review under the California Environmental Quality Act (“**CEQA**”) and is contingent upon the Board’s approval after compliance with CEQA. Lessee shall be responsible for payment of all costs related to such CEQA review and other entitlement costs. This Agreement does not constitute or evidence an approval by County of, or commitment of County to, any action for which prior environmental

review is required under CEQA. County retains the absolute sole discretion to make decisions under CEQA with respect to any additional development on the Premises exceeding the Maximum Development Cap. There shall be no approval or commitment by County regarding the Future Development, unless and until County undertakes required environmental review as required in compliance with CEQA; provided, however, that prior to any such CEQA review or the filing of an application for entitlements for the Future Development, Lessee may provide County with a project description for the Future Development for the County's review. Should the Board approve any Future Development, Lessee shall have the right to exercise the Option to ground lease Sites on the balance of the Premises where the Future Development shall occur, subject to compliance with the Tier 1 and Tier 2 Conditions as set forth in Section 5 below.

3. County Use of Premises Prior to Lease of Premises. Until Lessee has exercised its Option, executed a Lease with respect to a given Site and satisfied all of the Tier 1 Conditions and Tier 2 Conditions with respect to such Site, the County shall have the right to use such Site without any restrictions, for any purpose deemed necessary or appropriate by the County, including, without limitation for the Hospital Replacement or other construction projects in the Harbor-UCLA Medical Center campus so long as such use does not make the exercise of the Option impracticable or materially more expensive for Lessee.

4. Option Term. The Option Term set forth in Section 3 of the Option Agreement is hereby amended to be a maximum of twenty-five (25) years from the Effective Date.

5. Description of Phase I. Section 3 of the Option Agreement is hereby amended to delete the references therein to "Building 1", "Site 1", "Building 2", "Site 2", "Building 3" and "Site 3" since the Parties do not yet know the exact number or location of the Buildings to be developed in Phase 1. Once Developer and County mutually determine and agree on the exact number and location of the Buildings to be developed in Phase 1, Section 3 of the Option Agreement will be further amended to insert the appropriate references to each Building and its respective Site.

6. Satisfaction of Tier 1 Conditions. Section 3.1 of the Option Agreement is hereby amended to provide that Optionee shall use commercially reasonable efforts to satisfy all the Tier 1 Conditions for Phase I prior to the second (2nd) anniversary of the Effective Date. Section 5.1 of the Option Agreement is hereby amended to provide that Optionee shall obtain the County's approval of the Tier 1 Conditions prior to the second (2nd) anniversary of the Effective Date. Each reference in Section 5.1 of the Option Agreement to the three Buildings in Phase I and to the Sites in Phase I for such Buildings is subject to further clarification and revision once Developer and County mutually determine and agree on the exact number and location of the Buildings to be developed in Phase I.

7. Development of Site 1. Section 3.2.1(ii) of the Option Agreement is hereby amended to provide that Optionee shall complete construction of, and obtain a temporary or permanent certificate of occupancy for the base shell and core together with a permanent certificate of occupancy for at least one occupied tenant space in at least one Building prior to the fifth (5th) anniversary of the Effective Date.

8. Timing of Future Development. Section 3.3 of the Option Agreement is hereby amended to change the outside date for Optionee to obtain entitlements for the Future Development and to exercise the Option with respect to the first Lease of any Site to be developed under the Future Development to be fifteen (15) years after the Effective Date.

9. Notices. Section 12 of the Option Agreement is hereby amended to update the address for notices to Optionee as follows:

Lundquist Institute for Biomedical Innovation at Harbor-UCLA Medical Center
1124 West Carson Street
Torrance, CA 90502
Attn: President and CEO
Email: m.gausche-hill@lundquist.org

10. No Other Amendments. Except as expressly set forth herein, all the terms and provisions of the Option Agreement are unchanged.

11. Reimbursement of Costs. Optionee shall reimburse County, within thirty (30) days after receipt of invoice, for the actual reasonable legal fees and other out of pocket costs incurred by County in connection with this Amendment.

12. Entire Agreement. This Amendment contains the entire agreement between the Parties, with the recitals at the beginning of the Amendment expressly incorporated, and no statements, promises, or inducements made by either Party or agent of either Party that is not contained in the Amendment shall be valid or binding. This Amendment may not be enlarged, modified, or altered except by writing signed by the Parties.

13. Counterparts. This Amendment may be signed in counterparts, which together shall constitute one and the same agreement. Signatures may be delivered by PDF or other electronic means and shall have the same effect as an original signature.

14. Ratification. Except as specifically modified herein, the Option Agreement is in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with its terms with all capitalized terms used herein without definition having the same definition ascribed to them as in the Option Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Optionee have entered into this Amendment as of the date first set forth above.

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

COUNTY OF LOS ANGELES,
a body politic and corporate

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Office

APPROVED AS TO FORM:

DAWYN R. HARRISON,
County Counsel

By: Sonia L Chan
Deputy

APPROVED AS TO FORM:

COZEN O'CONNOR

By: Paul S Rutter
Paul S. Rutter

LUNDQUIST INSTITUTE FOR
BIOMEDICAL INNOVATION AT
HARBOR-UCLA MEDICAL CENTER, a
California nonprofit public benefit
corporation

By: Marianne Gausche-Hill
Name: Marianne Gausche-Hill
Its: Interim President & Chief Executive
Officer

Enclosure A

HARBOR-UCLA CAMPUS ALIGNMENT

[SEE ATTACHED]

EXHIBIT B
PROJECT DESCRIPTION

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/10/2024	
BOARD MEETING DATE	8/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" 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)	Children and Family Services	
SUBJECT	15-year lease for 50,043 square feet of office space and 200 on-site parking spaces at 900 Corporate Center Drive, Monterey Park	
PROGRAM	Regional Office	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	DCFS must vacate their current space at County-owned facility at 4024 Durfee Avenue in El Monte by summer 2025 due to the facility being redeveloped for affordable housing and other public uses.	
COST & FUNDING	Total cost: \$39,100,000	Funding source: The rental costs will be funded by 45% State and Federal funds and 55% NCC that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.
	TERMS (if applicable): The proposed lease will have a first year annual cost of \$8,949,000, due to lump sum payments for TI and Low Voltage Items. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to DCFS. DCFS has sufficient funding in its Fiscal Year 2024-25 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DCFS.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide the use of office space for DCFS.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed 15-year lease is for occupancy at the subject property for approximately 50,043 square feet of office space and 200 on-site parking spaces which will enable the Department to use the space for its Regional Office.	
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	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

July 23, 2024

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

Dear Supervisors:

**FIFTEEN-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
900 CORPORATE CENTER DRIVE, MONTEREY PARK
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed new 15-year lease for 50,043 square feet of office space, and 200 on-site parking spaces for the Department of Children and Family Services (DCFS) Regional Office.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Omninet LACC Tucson, LLC, a Delaware limited liability company, Omninet LACC Valencia, LLC, a Delaware limited liability company, and Omninet LACC, LLC, a Delaware limited liability company, as tenants in common, (Landlord), for approximately 50,043 square feet of office space, and 200 on-site parking spaces located at 900 Corporate Center Drive, Suites 110, 200, 400, and 500, Monterey Park (Premises) to be occupied by DCFS. This proposes a lease for a term of more than ten years, to wit, for a term of fifteen years. The estimated maximum first year base rental cost is \$1,622,000, but with a four-month rent abatement of about \$541,000, will equal \$1,081,000. The estimated total proposed lease cost, including costs for TI and acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items), is \$39,100,000 over the fifteen-year term. The rental costs will be funded



by 45 percent State and Federal funds and 55 percent by net County cost (NCC) that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to \$6,006,000 for the County's Tenant Improvement (TI) contribution to be paid in lump sum.
4. Authorize the Director of DCFS, or his designee, to contract with and direct the Internal Services Department (ISD), in coordination with the Chief Executive Officer, or her designee, for Low-Voltage Items at a total cost not to exceed \$3,960,000 if paid in a lump sum or \$4,561,000 if amortized over five years at eight percent interest per annum. The cost for the Low-Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed lease will serve as a replacement site for the DCFS Regional office currently located at the County-owned facility at 4024 Durfee Avenue, El Monte. The site is being redeveloped for affordable housing and other public uses therefore DCFS must vacate the space by summer 2025.

DCFS operates twenty-one regional offices that provide a comprehensive, full-service child protection system dedicated to the safety and well-being of children in Los Angeles County. Services provided include emergency response, family maintenance and reunification, child welfare, out-of-home care, and adoptions. The primary goal of the department is to maintain the family unit. However, when this is not possible, the secondary goal is to reunify the family as quickly as possible. These outcomes are largely achieved through the work of Children's Social Workers in collaboration with other County departments, such as the Department of Mental Health Children's Services, Department of Public Health, and Child Support Services.

DCFS has implemented telework where possible. There are 339 employees assigned to this location which includes 75 positions that have implemented permanent telework. On-site coverage is needed for services such as client interviews and supervised visitation. Children's Social Workers must be present daily. Additionally, DCFS requires secured space to access and maintain confidential files, which may not be removed from the office.

The subject Premises was selected because of its available office space, sufficient parking, and the Landlord's ability to deliver the space by summer 2025. The site is adequately served by public transportation routes and major highways.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1 – *"Make Investments That Transform Lives"* – provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease is also consistent with Strategic Asset Management Goal 2 – Strengthen connection between service priorities and asset decisions, and Key Objective No. 5 – Fund Highest Priority Needs

The proposed lease supports the above goals and objective by providing DCFS with a facility to continue providing services to children and their families, located within the community it serves.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$1,622,000, with a four-month rent abatement of \$541,000, will equal \$1,081,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term including four months' rent abatement, TI costs, and the Low-Voltage costs is \$39,100,000 as shown on Enclosure B. The proposed lease costs will be funded by 45 percent State and Federal funds and 55 percent by NCC that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to DCFS. DCFS has sufficient funding in its Fiscal Year 2024-25 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DCFS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease also includes the following provisions:

- The annual rental rate will be \$32.40 per square foot, per year and is subject to fixed annual increases of 2.5 percent.
- The Landlord has agreed to four months of rent abatement. DCFS has the option to convert all or any portion of its rental abatement towards an increase in the base TI allowance.
- Total TI costs are expected to be \$8,800,000. The Landlord will provide \$2,753,000 (\$55 per square foot) base TI allowance.
- The County will reimburse the Landlord up to \$6,006,000 (\$120 per square foot) as the County's lump sum TI contribution.
- The County will pay \$3,960,000 for the lump sum cost of the Low-Voltage Items. If DCFS elects to pay in installments, this amount will be amortized over five years with interest at 8 percent for a fully amortized amount not to exceed \$4,561,000.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- Parking cost is included in the base rent at no additional cost.
- A 15-year initial term with an option to extend the proposed lease for an additional five years with nine months' prior written notice, at 95 percent fair market rent. If all options are exercised, the total term of the proposed lease would be 20 years.
- The County has the right to terminate the proposed lease any time after the 12th year, with 270 days' prior written notice and no termination fee.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be at the base rent at the time of the proposed lease expiration.
- The proposed lease was submitted for review to the Board's appointed Real Estate Management Commission on June 27, 2024, and was unanimously approved.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence upon completion of the tenant improvements by the Landlord and acceptance of the Premises by the County.
- The County shall have the right to one blade on the building's monument sign and

the right to eyebrow signage on the building.

- The Landlord shall repaint and install new carpet or other flooring, as applicable, throughout the proposed Premises within six months from the 12th anniversary of the initial term, provided the County waives its rights to terminate the proposed lease early.
- The County shall have the Right of First Offer to lease any available space on the first, second, and third floor of the building.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website. None of the responses received were suitable for the Department's needs due to lack of available space and/or insufficient parking. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$32.40 and \$35.40 per square foot, per year. The base annual rental rate of \$32.40 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the Premises as the most suitable to meet the County's space requirements.

Co-working office space is not appropriate for this requirement due to the nature of services provided by DCFS.

Enclosure C shows all County-owned and leased facilities within the surveyed areas and there are no County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected the facility and found it suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter to the City of Monterey Park has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and has approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will provide a suitable office location for DCFS' program(s), which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space, and parking spaces for this County requirement. DCFS concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC:JLC
HD:ANR:CB:gb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

The Honorable Board of Supervisors
July 23, 2024
Page 7

Children and Family Services
Internal Services

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
900 CORPORATE CENTER DRIVE, MONTEREY PARK**

Asset Management Principles Compliance Form¹

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions?	X		
B	Does lease co-locate with other functions to better serve clients?	X		
C	Does this lease centralize business support functions?	X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 339 employees and telework where possible, space provides for 148 sq. ft per person		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²	X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	X		
2. <u>Capital</u>				
A	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report enclosed as Enclosure C?	X		
G	Was build-to-suit or capital project considered?			X
3. <u>Portfolio Management</u>				
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u> X </u> No suitable County occupied properties in project area.			
	3. <u> X </u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease?	X		
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98				
² If not, why not?				

ENCLOSURE B

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

900 Corporate Center Drive, Monterey Park
 Department of Children and Family Services

Total Leased Area (sq. ft.)	50,043															
Term (Months)	180															
Estimated Commencement Date	4/9/2025															
Base Rent (Full-Service Gross)	\$32.40															
Annual FSG Base Rent Adjustment	2.50%															
# of People for Low Voltage	264															
Low Voltage Costs (estimated at \$15,000/pp)	\$3,960,000															
Low Voltage Labor - Lump Sum (30%)	\$1,188,000															
LV (Labor & TESMA Cost) (70%) Amortized 5 years at 8% IR	\$3,373,000															
	Labor Cost Lump Sum Payment	TESMA (Amortized Costs @ 8% IR, 5 Yrs)	Low Voltage Total													
(Labor + TESMA Cost) Low Voltage (Amortized)	\$1,188,000	\$3,373,000	\$4,561,000													
	Lump Sum Cost															
TI Allowance (Reimbursable) (\$120 SF)	\$6,005,160															
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year	11th Year	12th Year	13th Year	14th Year	15th Year	Total 15 Year Rental Costs
Base Rent ¹	\$1,621,393	\$1,661,928	\$1,703,476	\$1,746,063	\$1,789,715	\$1,834,458	\$1,880,319	\$1,927,327	\$1,975,510	\$2,024,898	\$2,075,520	\$2,127,408	\$2,180,594	\$2,235,108	\$2,290,988	\$29,075,000
Rent Abatement ²	(\$540,484)															
Sub-Total Paid to Landlord	\$1,080,929	\$1,661,928	\$1,703,476	\$1,746,063	\$1,789,715	\$1,834,458	\$1,880,319	\$1,927,327	\$1,975,510	\$2,024,898	\$2,075,520	\$2,127,408	\$2,180,594	\$2,235,108	\$2,290,988	\$28,535,000
TI Allowance (Reimbursable)	\$6,005,160															
Total Paid to Landlord	\$7,086,089	\$1,661,928	\$1,703,476	\$1,746,063	\$1,789,715	\$1,834,458	\$1,880,319	\$1,927,327	\$1,975,510	\$2,024,898	\$2,075,520	\$2,127,408	\$2,180,594	\$2,235,108	\$2,290,988	\$34,540,000
Low Voltage Labor - Lump Sum (30%) ³	\$1,188,000															
LV (Labor & TESMA Cost) (70%) Amortized 5 years at 8% IR	\$674,474	\$674,474	\$674,474	\$674,474	\$674,474	\$1,834,458	\$1,880,319	\$1,927,327	\$1,975,510	\$2,024,898	\$2,075,520	\$2,127,408	\$2,180,594	\$2,235,108	\$2,290,988	\$3,373,000
Total Annual Lease Costs	\$8,845,563	\$2,336,402	\$2,377,950	\$2,420,537	\$2,464,189	\$1,834,458	\$1,880,319	\$1,927,327	\$1,975,510	\$2,024,898	\$2,075,520	\$2,127,408	\$2,180,594	\$2,235,108	\$2,290,988	\$39,106,000

¹ Base Rent subject to annual 2.5% increases.

² Based on 4 months rent abatement.

³ Based on an estimate of other projects completed by IED

***Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SPACE SEARCH – 3 MILE RADIUS
900 CORPORATE CENTER DRIVE, MONTEREY PARK**

LACO	Name	Address	Owner-ship Type	Gross Sq Ft	Vacant
4526	Biscailuz – Administration Building	1060 N. Eastern Ave., Los Angeles 90063	Owned	16,571	None
5863	ISD Administrative Headquarters	1100 N. Eastern Ave., Los Angeles 90063	Owned	80,309	None
A324	Fire – Employee Relations Office/LPSB/EMS & Homeland	1255 Corporate Center Drive, Monterey Park, 91754	Leased	37,132	None
3542	Fire – Administrative Headquarters Building	1320 N. Eastern Ave., Los Angeles, 90063	Owned	39,015	None
4364	Probation – East Los Angeles Area Office	144 S. Fetterly Ave., Los Angeles, 90022	Owned	15,584	None
A015	DCFS/LASD/Fire/Ops/ISD Corporate Place	2525 Corporate Place, Monterey Park 91754	Leased	35,248	None
A469	The Alhambra Complex – West Tower	1000 S. Fremont Ave., Alhambra 91803	Leased	15,206	None
A423	Sheriff – Personnel and Recruitment Center	101 Centre Plaza Dr., Monterey Park 91754	Leased	37,590	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Children and Family Services – 900 Corporate Center Drive, Monterey Park – First District.

A. Establish Service Function Category – Regional Office

B. Determination of the Service Area – Continued need for operation in the San Gabriel Valley for DCFS programs.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continued need for services in the San Gabriel Valley region.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Metro local bus routes and the 10 and 710 freeways.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available that meet DCFS' space needs.
- Compatibility with local land use plans: The City of Monterey Park has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$39,100,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$32.40 and \$35.40 per square foot, per year. The base annual rental rate of \$32.40 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the Premises as the most suitable to meet the County's space requirements.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for 339 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

**OMNINET LACC TUCSON, LLC, OMNINET LACC VALENCIA , LLC, OMNINET LACC, LLC -
Landlord**

900 CORPORATE CENTER

SUITES 110, 200, 400, 500

MONTEREY PARK, CALIFORNIA

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EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Landlord's Work Letter
- Exhibit J - Designated Reserved Parking
- Exhibit K - Monument Signage
- Exhibit L - Eyebrow Signage

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 20__ between Omninet LACC Tucson, LLC, a Delaware limited liability company, Omninet LACC Valencia, LLC, a Delaware limited liability company, Omninet LACC, LLC, a Delaware limited liability company, as tenants in common ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

<p>(a) Landlord's Address for Notices:</p>	<p>Omninet LACC Tucson, LLC, Omninet LACC Valencia, LLC, Omninet LACC, LLC.</p> <p>9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour Email: Michael@omninet.com</p> <p>With a copy to:</p> <p>Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations Email: maryr@omninet.com</p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>

(c) Premises:	Approximately 50,043 rentable square feet, designated as Suite 110 (1,924 RSF), Suite 200 (7,591 RSF), and the full floors of Suite 400 (20,264 RSF) and Suite 500 (20,264 RSF), in the Building (defined below) ("Premises"), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 900 Corporate Center Drive, Monterey Park, California 91755, which is currently assessed by the County Assessor as APN 5237-022-017 (collectively, the "Property").
(e) Term:	Fifteen (15) years, commencing on the first day of the month following thirty (30) days after the date of Substantial Completion of Landlord's Work, delivery of Premises, and Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the 15 th annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	April 1, 2025
(g) Irrevocable Offer Expiration Date: (see Section 33)	September 1, 2024
(h) Base Rent:	\$2.70 per rentable square foot per month (i.e., \$135,116.10 per month or \$1,621,393.20 per year) and subject to annual adjustments as described in Section 5.3 below.
(i) Early Termination Date (see Section 4.4)	Provided that Tenant is not then in Default under this Lease, Tenant will have the right to terminate this Lease upon delivering at least Two Hundred and Seventy (270) days' prior written notice to Landlord at any time after the 12 th annual anniversary of the

	Commencement Date of this Lease, subject to the terms of Section 4.4 herein.
(j) Rentable Square Feet in the Premises	50,043 rentable square feet
(k) Initial Departmental Use:	Department of Children and Family Services for administrative offices with public intake, subject to Section 6.
(l) Parking Spaces:	200 unreserved parking spaces (i.e., 4.0 parking spaces/1,000 RSF) located in the Building's parking lot at no additional cost to the Tenant. Additionally, Landlord, at its cost, shall designate two (2) designated reserved parking spaces of its parking allocation for van parking in the location identified on Exhibit J hereto, at no cost to the County.
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 1:00 p.m. on Saturdays
(n) Asbestos Report:	A report dated June 1, 2024 prepared by Hart Environmental, Inc.
(o) Seismic Report	A report dated May 13, 2024 prepared by Department of Public Works
(p) Disabled Access Survey	A report dated April 20, 2025 prepared By CASP Experts, LLC

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	\$2,752,365.00 (i.e., \$55.00 per rentable square foot of the Premises)
(b) Tenant's TI Contribution:	\$6,005,160.00 (i.e., \$120.00 per rentable square foot of the Premises)
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Not applicable

(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	Not applicable
(e) Tenant's Work Letter Representative:	An assigned staff person of the Chief Executive Office - Real Estate Division
(f) Landlord's Work Letter Representative:	William Molina or an assigned person of the Landlord
(g) Landlord's Address for Work Letter Notices:	<p>Omninet LACC Tucson, LLC Omninet LACC Valencia, LLC Omninet LACC, LLC 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour</p> <p>With a copy to:</p> <p>Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations</p>
(h) Tenant's Address for Work Letter Notices:	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p>
1.3 <u>Exhibits to Lease</u>	<p>Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter Exhibit J - Designated Reserved Parking Exhibit K - Monument Signage Exhibit L - Eyebrow Signage</p>

2. PREMISES

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

2.2 Intentionally Omitted

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises in writing. The terms "Substantial Completion" or "Substantially Complete" as used in this Lease shall mean compliance with all of the following:

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;
- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises. Notwithstanding any contrary provision contained herein, the completion of the installation of Tenant's data (e.g., computer), telecom, telephone equipment and low voltage wiring and any other work which is Tenant's responsibility under this Lease (as opposed to Landlord's obligation) shall not be a condition precedent to the occurrence of Substantial Completion;

- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and

4.2 Termination Right For Delay of Commencement Date

If the Commencement Date has not occurred within two hundred seventy (270) days following the date of Landlord's receipt of the final governmental building permits granting Landlord the right to perform the Tenant Improvements in the Premises, subject to extension for Tenant Delay(s) and/or Force Majeure Delays, and/or Change Authorizations, as provided in Landlord's Work Letter executed concurrently herewith, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of at least ninety (90) days prior written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period until the occurrence of the Commencement Date. Further, Tenant's early entry right is subject to Tenant not interfering with the completion of the Tenant Improvements in the Premises.

4.4 Early Termination as of the Early Termination Date

Tenant shall have the right to terminate this Lease at any time after the Early Termination Date specified in Section 1.1, by giving Landlord not less than two hundred and seventy days (270) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Intentionally Omitted

5. **RENT**

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least (15) business days prior to the Commencement Date, Landlord must provide the Auditor-Controller (A-C) of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay

Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, 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.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.3 Base Rent Adjustments. The Base Rent is subject to two and one-half percent (2.5%) annual increases. Accordingly, Base Rent shall be paid in the following amounts, per the following payment schedule:

<u>Period of the Term</u>	<u>Monthly Base Rent</u>
Commencement Date – Month 12	\$135,116.10*
Months 13 – 24	\$138,494.00
Months 25 – 36	\$141,956.35
Months 37 – 48	\$145,505.26
Months 49 – 60	\$149,142.89

Months 61 – 72	\$152,871.47
Months 73 – 84	\$156,693.25
Months 85 – 96	\$160,610.58
Months 97 - 108	\$164,625.85
Months 109 -120	\$168,741.49
Months 121 - 132	\$172,960.03
Months 133 - 144	\$177,284.03
Months 145 - 156	\$181,716.13
Months 157 - 168	\$186,259.04
Months 169 - 180	\$190,915.51

*Subject to the Rent Abatement set forth in Section 5.4 below.

5.4 Rent Abatement. The monthly rent for months one (1) through four (4) of the Initial Term shall be abated. Tenant shall have the option to convert all or any portion of its rental abatement toward an increase in the Landlord's TI Allowance.

5.5 Additional Rent Abatement. Notwithstanding any contrary provision contained in this Lease, so long as Tenant delivers the Space Plan (defined in Section 5.1 of the Work Letter) to Landlord concurrently with Tenant's execution and delivery of this Lease, if the Commencement Date has not occurred on or before March 31, 2025 (the "**Deadline Date**") (as such Deadline Date may be extended pursuant to the terms hereof), then, as Tenant's sole and exclusive remedy, Monthly Base Rent shall be abated one (1) day for each day that occurs during the period commencing as of April 1, 2025 and ending as of the Commencement Date. Tenant hereby acknowledges and agrees that the Deadline Date shall be extended one (1) day for each day of delay of the Commencement Date caused by Tenant Delays (defined in Section 12.1 of the Work Letter) and/or Force Majeure Delays (defined in Section 12.1 of the Work Letter) and Change Authorizations (defined in Section 8 of the Work Letter). Any abatement of Monthly Base Rent pursuant to this Section 5.5 shall be applied following the Rent Abatement set forth in Section 5.4 above, if any.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, for any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. If Landlord delivers a termination notice to Tenant as provided herein and Tenant fails to surrender the Premises to Landlord by the expiration of such ninety (90) day period, then no additional notice is required from Landlord prior to initiating legal proceedings.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within fifteen (15) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease

shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, to Landlord's actual knowledge as of the date hereof and on the Commencement Date:
 - i. Subject to the reports provided to Tenant as described in Section 1.1 above, the Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

- iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:
[Check the appropriate box]

Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the

lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or the Landlord's Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, reasonable costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1, subject to the limitations set forth in this Lease.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building;
 - v. elevators serving the Building, and
 - vi. landscaping throughout the Building, the Building perimeter, and parking areas
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;

- iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than seven (7) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as

provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) business days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. In such case, Tenant shall promptly reimburse Landlord for such costs within thirty (30) days after completion and Tenant's receipt of an applicable invoice, prior written approval from tenant and Landlord and all supporting documentation. Any improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

(a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. If Tenant desires HVAC after or before Tenant's Hours of Operation, then Tenant shall pay to Landlord for such usage the rate of \$75.00 per hour, per zone. Such charges shall be paid to Landlord within thirty (30) days after Landlord's delivery of an applicable invoice. In addition, Landlord shall furnish HVAC, at Tenant's expense, at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment. Landlord shall, as part of the work described in Landlord's Work Letter, install submeters in any and all mechanical rooms of the Premises which shall measure the amount of electricity consumed therein during hours other than Tenant's Hours of Operation. Landlord shall cause such sub-meters to be read on a monthly basis and Tenant shall pay to Landlord for the electricity consumed by the mechanical room(s) during hours other than Tenant's

Hours of Operation within thirty (30) days after Landlord's delivery of an applicable invoice.

(b) Electricity

Landlord shall furnish to the floor on which the Premises is located the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC; and Landlord shall provide the existing or new transformers or sub-panels on each floor for the Premises necessary for Tenant to utilize such capacity in the Premises; provided, however, any transformers or panels which may be required in order to accommodate Tenant's usage in the Premises of such seven (7) watts of electric current (connected load) shall be Tenant's sole cost and paid by Tenant as part of Tenant's TI Contribution.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

(h) Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) business days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

(i) Landscaping

Landlord, at its sole cost and expense, shall maintain all landscaping.

(j) Security

Landlord, at its sole cost and expense, shall be responsible for providing a roving security patrol for the common areas of the Building. Tenant, at its sole cost and expense, shall be responsible for providing security within the Premises (as needed).

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to commence to perform such obligation within five (5) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five (5) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing notice and cure period, Tenant may cure any default after delivering written notice of such default to Landlord and where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

15.4 Limitation of Liability

Notwithstanding anything to the contrary set forth in this Lease, Landlord, its managers, members, shareholders, partners, limited partners, general partners, officers, directors, contractors, agents and employees (collectively, "Landlord Parties") shall not be liable for any injury to Tenant's business or any consequential, punitive, special or exemplary damages, however occurring. Without limiting the foregoing, Landlord and the Landlord Parties shall not be liable for any claims, losses, liabilities or damages (collectively, "Losses") to the personal property of Tenant or its employees, invitees, customers, agents or contractors for any cause unless caused by gross negligence or intentional misconduct of Landlord Parties.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for

all future obligations under this Lease. Notwithstanding the foregoing to the contrary, this Lease shall not be assigned to the Department of Corrections or Department of Probation to the extent such departments use the Premises for public facing purposes as opposed to administrative office use.

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. **ALTERATIONS AND ADDITIONS**

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved

the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. **CONDEMNATION**

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date

designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s),

shall be construed as a waiver of any of the Required Insurance provisions.

- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and 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 Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and reasonably acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to the Common Areas and Premises, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage. Tenant's insurance policies shall be primary with respect to all of Tenant's personal property, furniture, fixtures and equipment located within the Premises.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR.

(i) Per Occurrence Coverage

If any part of the Required Insurance is written on a per occurrence basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage until the date of the closing of any sale of the Building by Landlord to a third party.

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

- (l) Intentionally Omitted

20.3 Insurance Coverage Types And Limits

- (a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

- i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 5 million
Personal and Advertising Injury:	\$ 3 million
Each Occurrence:	\$ 3 million

Landlord shall be permitted to maintain such coverage pursuant to an umbrella or excess polic(ies) of insurance.

- (b) Commercial Property Insurance. Such insurance shall:
 - i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
 - ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value,

whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. **PARKING**

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved and unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. Up to ten percent (10%) of Tenant's parking spaces may be provided as tandem parking spaces, provided Landlord, at its sole cost and expense, includes a reasonable number of parking attendants for such tandem parking, and Landlord must give sixty (60) days' advance written notification to Tenant of Landlord's election to provide tandem parking spaces. Other than such ten percent (10%) allocation, no other tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. If required, Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever other than an emergency or Landlord's performance of its repair and maintenance obligations, ten percent (10%) or more of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), and, if such parking spaces are not restored to Tenant within five (5) business days after Landlord's receipt of written notice from Tenant then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and reasonable expenses arising at any time during or after the Term as a result of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas caused by Landlord or Landlord's other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises in violation of applicable laws. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

22.3 Tenant Indemnity

Tenant agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from and against all liability, expense (including defense costs, legal fees and response costs imposed by law) and claims for damages which arise out of the presence of Hazardous Materials on the Premises caused by Tenant or Tenant's contractors, agents or employees.

The indemnification provisions of this Section 22 shall survive the expiration or earlier termination of this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within thirty (30) business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within thirty

(30) days after the Commencement Date, subject to any delay by Landlord's lender.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

28.1 Directory & Suite Signage. Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Subject to Landlord's prior written approval, Tenant shall be permitted, at Tenant's sole cost and expense, to install identification signs at the entrance to the Premises that conform with any and all applicable laws and ordinances.

28.2 Monument Signage. Tenant shall have the right to one (1) blade on the Building's monument sign as illustrated on Exhibit K attached hereto (Monument Signage). Any costs in connection with the fabrication or installation of Tenant's Monument Signage shall be deducted from the Total TI Costs. Any signage requests shall meet the Building's design criteria and city ordinance.

28.3 Eyebrow Signage. Tenant shall have the right to eyebrow signage in the area identified on Exhibit L (Eyebrow Signage). Any costs in connection with the fabrication or installation of Tenant's Eyebrow Signage shall be deducted from the Total TI Costs. Any signage requests shall meet the Building's design criteria and city ordinance.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. **GENERAL**

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than Cushman & Wakefield, Inc. (the "Tenant's Agent") and Kidder Mathews (Landlord's Agent") and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms of any commissions due shall be pursuant to a separate commission agreement between Landlord and Tenant's Agent.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall

be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be

deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void. It is hereby expressly agreed that a sale agreement which sets forth sale of the Building or an assignment agreement pursuant to which Landlord assigns its interest in this Lease in connection with a sale of the Building do not constitute a Security Agreement under this Lease.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government

Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

- (d) If Landlord shall be convicted by applicable Court of law of violating the provisions of Section 5951 of the California Government Code, such conviction, which is a requirement for Tenant to exercise its remedies pursuant to Section 5954 of the California Government Code, will constitute a material breach of this Lease, upon which Tenant shall have the right to exercise the remedy set forth in such Section 5954 of the California Government Code. In addition, in the event Landlord is convicted of violating Section 5951 of the California Government Code, Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, other than purchasers, lenders and prospective purchasers and lenders and all of their legal representatives and brokers on a need to know basis, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.
- (h) Notwithstanding any contrary provision contained in this Lease, Landlord shall have the right at any time and from time to time, to refinance the Building or transfer Landlord's right, title and interest in and to the Building or Property without Tenant's consent.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

34. OPTION TO EXTEND.

(a) Option Term. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of five (5) years (the "Extension Term").

(b) Exercise of Option. Tenant must exercise its option to extend this Lease by:

(i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than twelve (12) months, nor earlier than nine (9) months, prior to the end of the initial Term, and

(ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90) days after the expiration of the Term of this Lease as then in effect, Tenant shall be entitled to holdover at the holdover rental rate as provided in this Lease. If Tenant fails to give written notice of its election to exercise the option to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its renewal option, and Tenant shall respond by the expiration of such ten (10) business day period by delivering written notice of its election to exercise such renewal option or election not to exercise such renewal option. Tenant's failure to notify Landlord of its election to exercise such renewal option, within ten (10) business day after receipt of such written notice shall terminate this Lease as of the Expiration Date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such Expiration Date, subject, however, to the provisions that expressly survive expiration or termination of this Lease.

(c) Terms and Conditions of the Extension Term. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to ninety-five (95%) of Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, including, but not limited to, the comparable rental rate, escalation, abatement, tenant improvement allowances (after first reasonably deducting the value of the existing improvements) then being offered to renewing tenants leasing space in the Santa Fe Springs and Commerce office sub-market area ("Market").

Notwithstanding any contrary provision contained herein, during the Extension Term, Landlord shall have the right, but only in connection with Landlord's redevelopment of the Building or Property, to terminate this Lease, without cause and without payment of any penalty to Tenant, upon delivering at least twenty-four (24) months prior written notice to Tenant (and, accordingly, the Lease shall terminate as of the last day of such twenty-four (24) month period).

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the applicable Extension Term. Base Rent during the Extension Term shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its option to extend.

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the Market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent. For purposes hereof, the term "comparable Premises" shall mean premises in a building similar in size and location to the Building in the Market, taking into

account any improvements installed by or on behalf of Tenant in the Building, the fact that Tenant is not required to pay operating expenses, insurance or taxes for the Premises and the fact that Tenant is not required to pay for electricity, water, sewer, trash and janitorial utilities and services for the Premises. In determining the Market Rental Value, additional appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from non-sublease, non-expansion, space for renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, and the fact that Tenant is not required to pay operating expenses, insurance or taxes pursuant to this Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent, tenant improvements and any other tenant inducements then being offered to renewing tenants leasing space in the Market, however, the fact that brokerage commissions are or are not payable for such comparable transactions shall be excluded from such calculation.

(f) Opinion. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

(g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

35. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

(a) Tenant shall have the one-time Right of First Offer for any available space on the 1st, 2nd, and 3rd floors of the Building (such space or any portion thereof, the "Additional Premises"). Provided that no monetary Default by Tenant has occurred and is

continuing under the Lease, if at any time during the first thirteen (13) years of the initial Term, Tenant desires to lease all or any portion of the Additional Premises and such lease shall expire during the Term, Tenant shall give an interest notice (the "Additional Premises Interest Notice") to Landlord of the rentable square footage of the Additional Premises which Tenant desires to Lease. If the portion of the Additional Premises described in the Additional Premises Interest Notice is available for Lease because (i) it is vacant and (ii) no Superior Rights holder (defined below) desires to lease such space as described below, then Landlord shall inform Tenant of the rental rate (which shall be the Market Rental Value for such space) and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have seven (7) business days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivering to Landlord Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate (which shall be the Market Rental Value for such space) and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment"). Notwithstanding the foregoing, Landlord's obligation to deliver Landlord's Lease Notice shall not apply during the last twenty-four (24) months of the initial Term unless Tenant, concurrently with its delivery of the Additional Premises Interest Notice, also delivers an irrevocable Notice of Intent to Landlord pursuant to Section 34 above.

Notwithstanding the foregoing to the contrary, Tenant's right of first offer shall be subject to the following additional conditions precedent:

(i) Tenant's right of first offer shall commence only following the expiration or earlier termination of (A) any existing lease pertaining to the Additional Premises, and (B) as to any Additional Premises which is vacant as of the date of this Lease, the first lease pertaining to any portion of such Additional Premises entered into by Landlord after the date of this Lease (collectively, the "Superior Leases"), including any renewal or extension of such existing or future lease, whether or not such renewal or extension is pursuant to an express written provision in such lease, and regardless of whether any such renewal or extension is consummated pursuant to a lease amendment or a new lease, (ii) such first offer right shall be subordinate and secondary to all rights of expansion, first refusal, first offer or similar rights granted to (A) the tenants of the Superior Leases and (B) any other tenant of the Property (the rights described in items (i) and (ii), above to be known collectively as "Superior Rights"), and (iii) such right of first offer shall not be triggered by the lease of space in the Property by Landlord to an existing tenant in the Property in connection with the relocation of such existing tenant's premises in the Property. Notwithstanding any contrary provision contained herein, Tenant acknowledges that it has been informed by Landlord that the Additional Premises is currently vacant and available for lease such that Tenant may deliver an Additional Premises Interest Notice. Landlord shall endeavor to deliver to Tenant written notice of the lease of all or any portion of the Additional Premises by a Superior Rights holder, however, it is hereby agreed that Landlord shall not be in default under this Lease if Landlord shall fail to deliver such notice to Tenant.

(b) If Tenant delivers to Landlord the Expansion Commitment within such seven (7) business day period, all (but not part) of the Additional Premises described in the Landlord's Lease Notice shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30)

days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice (which shall be the Market Rental Value for such space), and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of this Lease shall control.

(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing this Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of this Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Additional Premises Interest Notice during the first thirteen (13) years of the initial Term or if, following Landlord's delivery of a Landlord's Lease Notice, Tenant fails to deliver the Expansion Commitment within the seven (7) business day period prescribed above or if the Additional Premises shall not be available for Tenant to lease because a Superior Rights holder desires to lease such space, then all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of any of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease any of the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises. Further, Tenant acknowledges that the right to lease the Additional Premises is a one-time right and if Tenant shall lease a portion but not all of the Additional Premises, then the remaining portion of the Additional Premises which Tenant does not elect to lease shall not be subject to the right of first offer set forth in this Section 35.

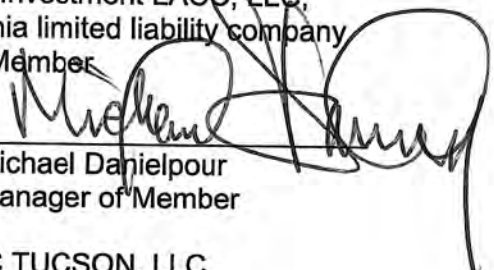
[Signatures on the following page.]

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

OMNINET LACC, LLC,
A Delaware limited liability company

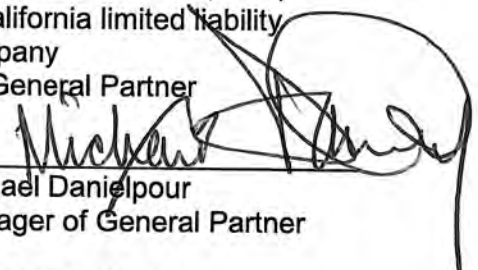
By: Omninet Investment LACC, LLC,
a California limited liability company
Its Sole Member

By: 
Michael Danielpour
Manager of Member

OMNINET LACC TUCSON, LLC,
A Delaware limited liability company

By: Omninet Tucson, LP,
A Delaware limited partnership
Its: Sole Member

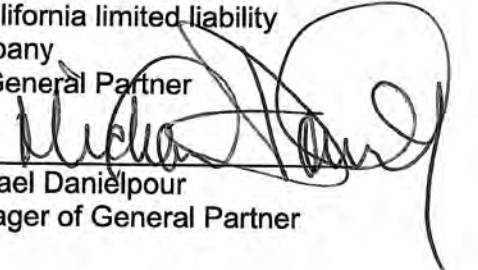
By: Omninet Tucson GP, LLC,
A California limited liability
company
Its: General Partner

By: 
Michael Danielpour
Manager of General Partner

OMNINET LACC VALENCIA, LLC,
A Delaware limited liability company

By: Omninet Valencia, LP,
A Delaware limited partner
Its: Sole Member

By: Omninet One GP, LLC,
A California limited liability
company
Its: General Partner

By: 
Michael Danielpour
Manager of General Partner

[Signatures continued on the following
page.]

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic
FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

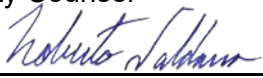
By:  _____
Senior Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

Suite 110

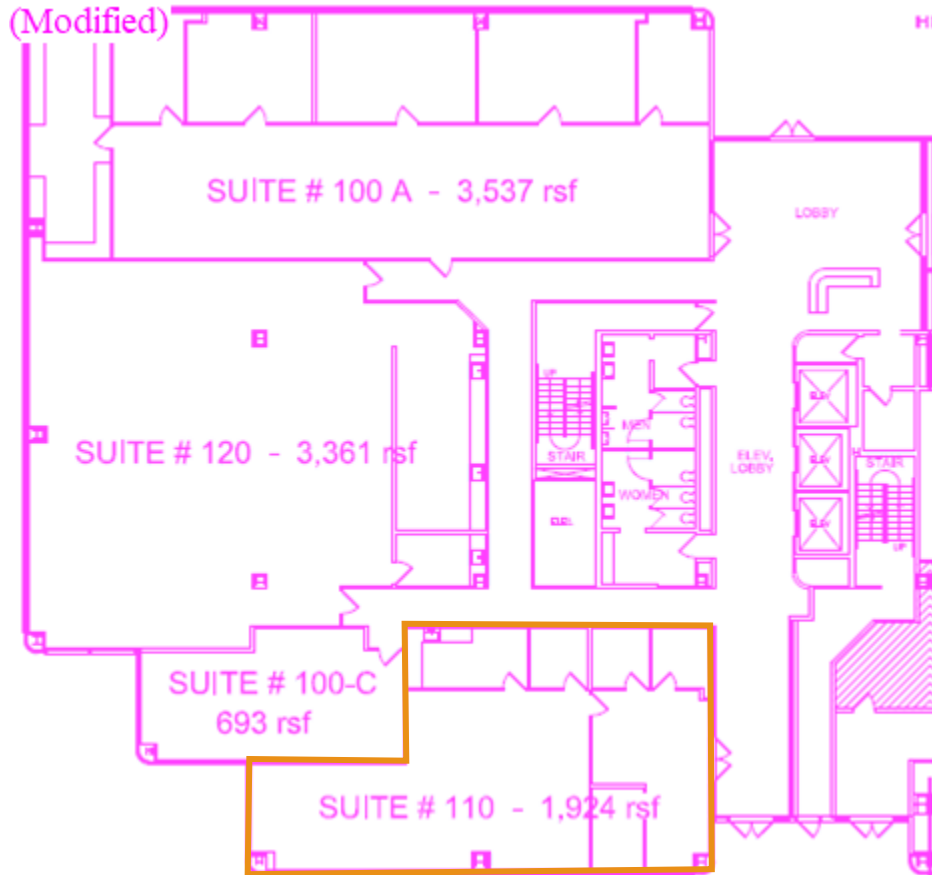


EXHIBIT A

FLOOR PLAN OF PREMISES

Suite 200

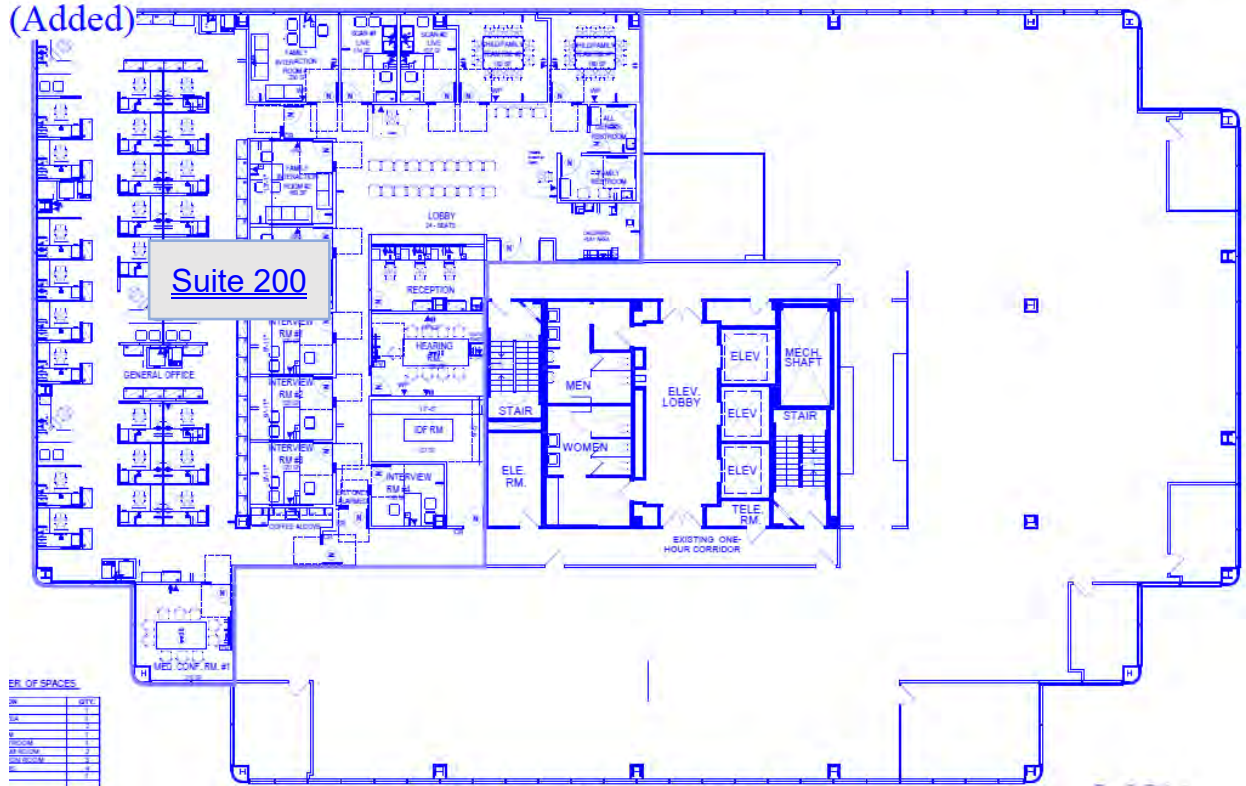
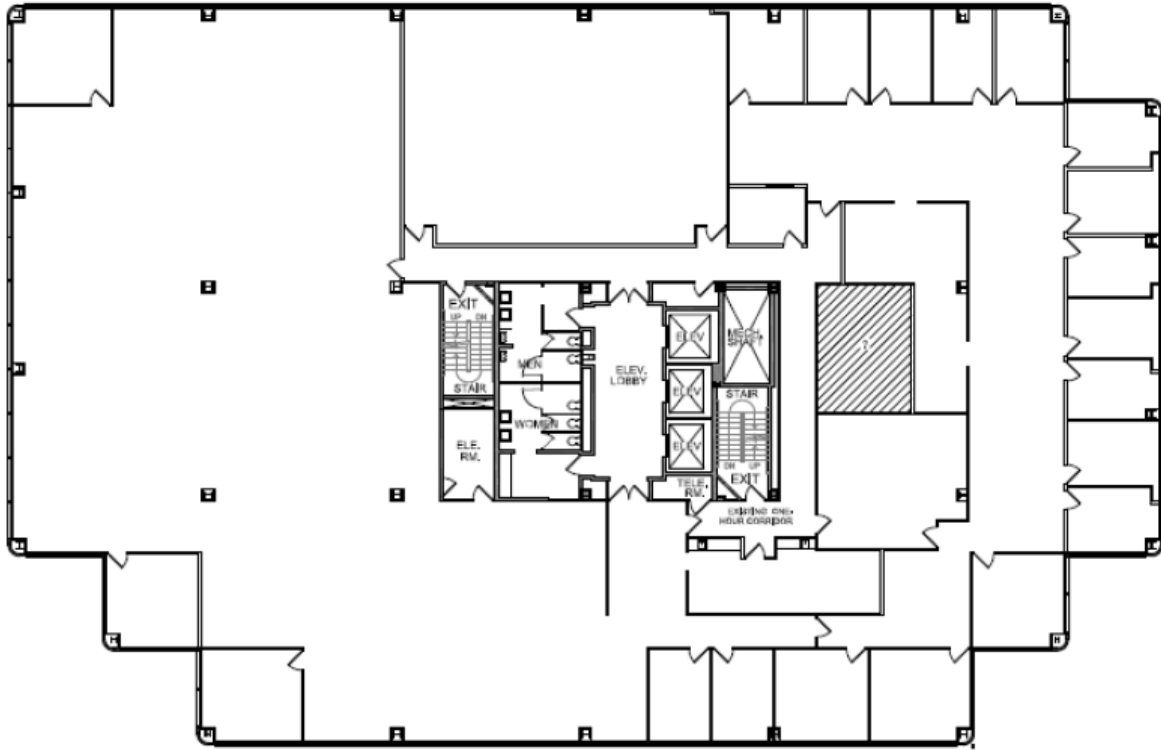


EXHIBIT A

FLOOR PLAN OF PREMISES

Suite 400



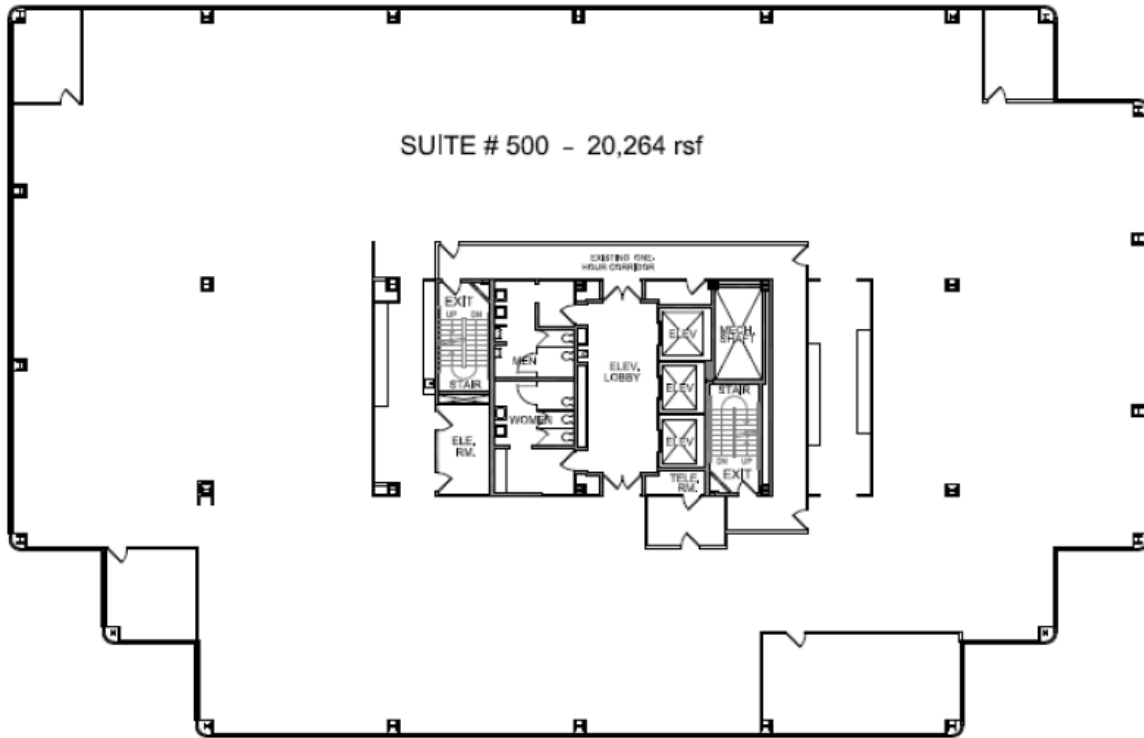
EXISTING OVERALL FOURTH FLOOR PLAN

SCALE: 1/8" = 1' - 0"

EXHIBIT A

FLOOR PLAN OF PREMISES

Suite 500



EXISTING OVERALL FIFTH FLOOR PLAN

SCALE: 1/8" = 1' - 0"

EXHIBIT B

**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and Omninet LACC Tucson, LLC, a Delaware limited liability company, Omninet LACC Valencia, LLC, a Delaware limited liability company, Omninet LACC, LLC, a Delaware limited liability company, as tenants in common ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises commonly known as Suite 110, Suite 200, and the full floors of Suite 400 and Suite 500 in the building located at 900 Corporate Center Drive, Monterey Park, California 91755 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date"); and
- 4) The Premises contain 50,043 rentable square feet of space.
- 5) The initial Base Rent shall be \$135,116.10 with annual fixed 2.5% increases thereafter.

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____, 20__.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

OMNINET LACC, LLC,
A Delaware limited liability company

By: _____
Name _____
Its _____

By: Omninet Investment LACC, LLC,
a California limited liability company
Its Sole Member

By: _____
Michael Danielpour
Manager of Member

OMNINET LACC TUCSON, LLC,
A Delaware limited liability company

By: Omninet Tucson, LP,

A Delaware limited partnership
Its: Sole Member

By: Omninet Tucson GP, LLC,
A California limited liability
company
Its: General Partner

By: _____
Michael Danielpour
Manager of General

Partner

OMNINET LACC VALENCIA, LLC,
A Delaware limited liability company

By: Omninet Valencia, LP,
A Delaware limited partner
Its: Sole Member

By: Omninet One GP, LLC,
A California limited liability
company
Its: General Partner

By: _____
Michael Danielpour
Manager of General
Partner

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.
14. Non-exclusive day porter service from 7:00 a.m. to 5:00 p.m., Monday through Friday

B. WEEKLY

15. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
16. Window sills, ledges and wood paneling and molding dusted.

C. MONTHLY

17. Floors washed and waxed in uncarpeted office area.
18. High-reach areas, door frames and tops of partitions dusted.
19. Upholstered furniture vacuumed, plastic and leather furniture wiped

20. Picture moldings and frames dusted.
21. Wall vents and ceiling vents vacuumed.
22. Carpet professionally spot cleaned as required to remove stains.
23. Intentionally Omitted.

D. QUARTERLY

24. Light fixtures cleaned and dusted, but not less frequently than quarterly.
25. Intentionally Omitted.
26. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
27. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

28. Windows washed as required inside and outside but not less frequently than semi-annually.
29. All painted wall and door surfaces washed and stains removed.
30. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

31. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
33. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
 - i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
 - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
 - iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012**

)
)
)
)
)
)
)
)

Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF
LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

- A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.
- B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").
- C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").
- D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: Omninet LACC Tucson, LLC
Omninet LACC Valencia, LLC
Omninet LACC, LLC
9420 Wilshire Blvd., 4th Floor
Beverly Hills, CA 90212
Attention: Michael Danielpour

With a copy to:

Omninet Property Management, Inc.
9420 Wilshire Blvd., 4th Floor
Beverly Hills, CA 90212
Attention: Commercial Operations

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER:

OMNINET LACC, LLC,
A Delaware limited liability company

By: Omninet Investment LACC, LLC,
a California limited liability company
Its Sole Member

By: _____
Michael Danielpour
Manager of Member

OMNINET LACC TUCSON, LLC,
A Delaware limited liability company

By: Omninet Tucson, LP,
A Delaware limited partnership
Its: Sole Member

By: Omninet Tucson GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

OMNINET LACC VALENCIA, LLC,
A Delaware limited liability company

By: Omninet Valencia, LP,
A Delaware limited partner
Its: Sole Member

By: Omninet One GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____

 Lease Dated: _____

 Current Landlord: _____

 Located at: _____

 Premises: _____

 Commencement Date of Term: _____

 Expiration Date: _____

 Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

 (b) The current Rent is set forth above.

 (c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

 (d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

 (e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. *(Categories listed below are based on those described in 49 CFR Section 23.5)*

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)

1. Firm Name: _____	3. Contact Person/Telephone Number: _____
2. Address: _____ _____ _____	4. Total number of employees in the firm: _____

5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____

2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION		
3. Provide the percentage of ownership in each category.	All Employees	Women	Is your firm currently certified as a minority owned business firm by the:		
Black/African American			State of California?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Hispanic/Latin American			City of Los Angeles?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Asian American			Federal Government?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION		

American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.
All Others			Firm Name: _____
			Signature/Title: _____
			Date: _____

EXHIBIT H

MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as Tenants in common, (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD:

OMNINET LACC, LLC,
A Delaware limited liability company

By: Omninet Investment LACC, LLC,
a California limited liability company
Its Sole Member

By: _____
Michael Danielpour
Manager of Member

OMNINET LACC TUCSON, LLC,
A Delaware limited liability company

By: Omninet Tucson, LP,
A Delaware limited partnership
Its: Sole Member

By: Omninet Tucson GP, LLC,
A California limited liability
company
Its: General Partner

By: _____
Michael Danielpour
Manager of General

Partner

OMNINET LACC VALENCIA, LLC,
A Delaware limited liability company

By: Omninet Valencia, LP,
A Delaware limited partner
Its: Sole Member

By: Omninet One GP, LLC,
A California limited liability
company
Its: General Partner

By: _____
Michael Danielpour
Manager of General
Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

LANDLORD'S WORK LETTER

EXHIBIT J

DESIGNATED RESERVED PARKING

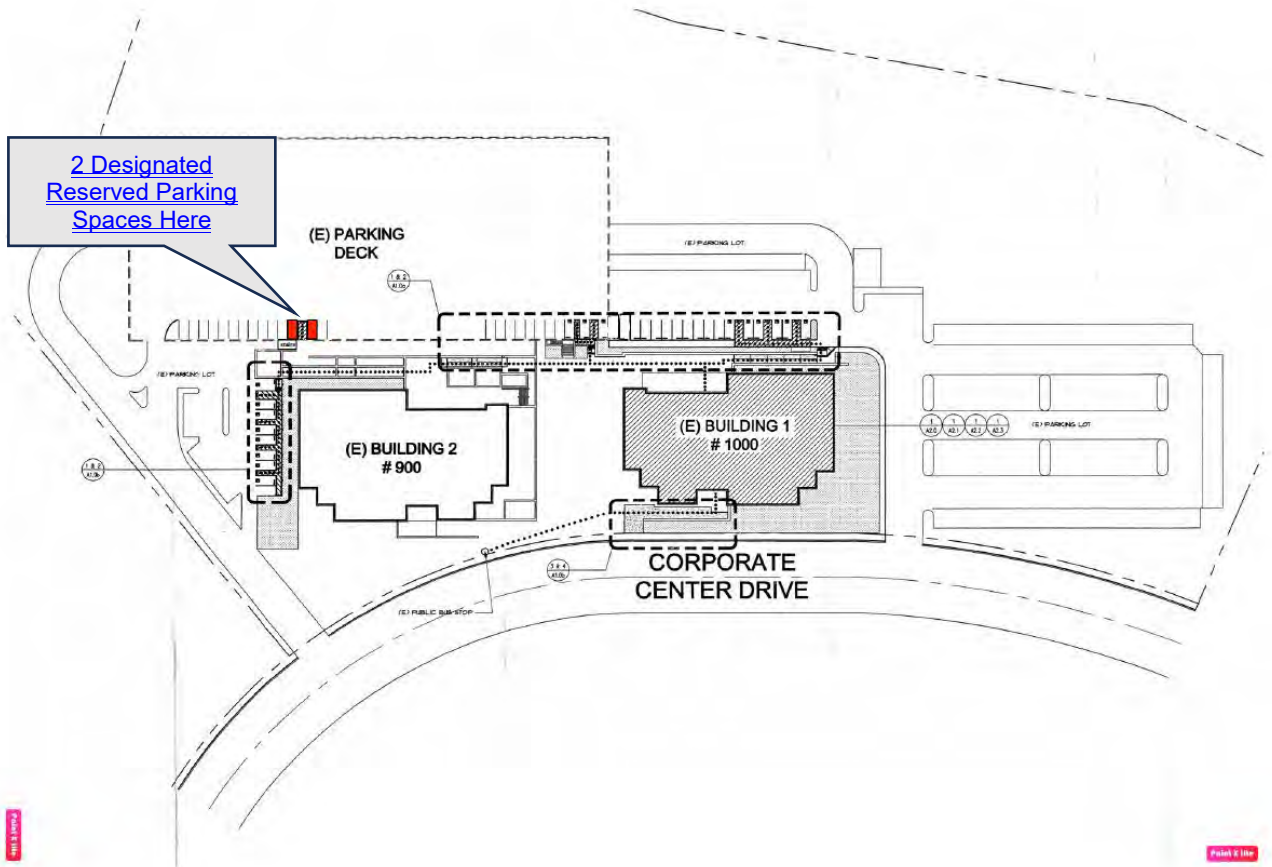
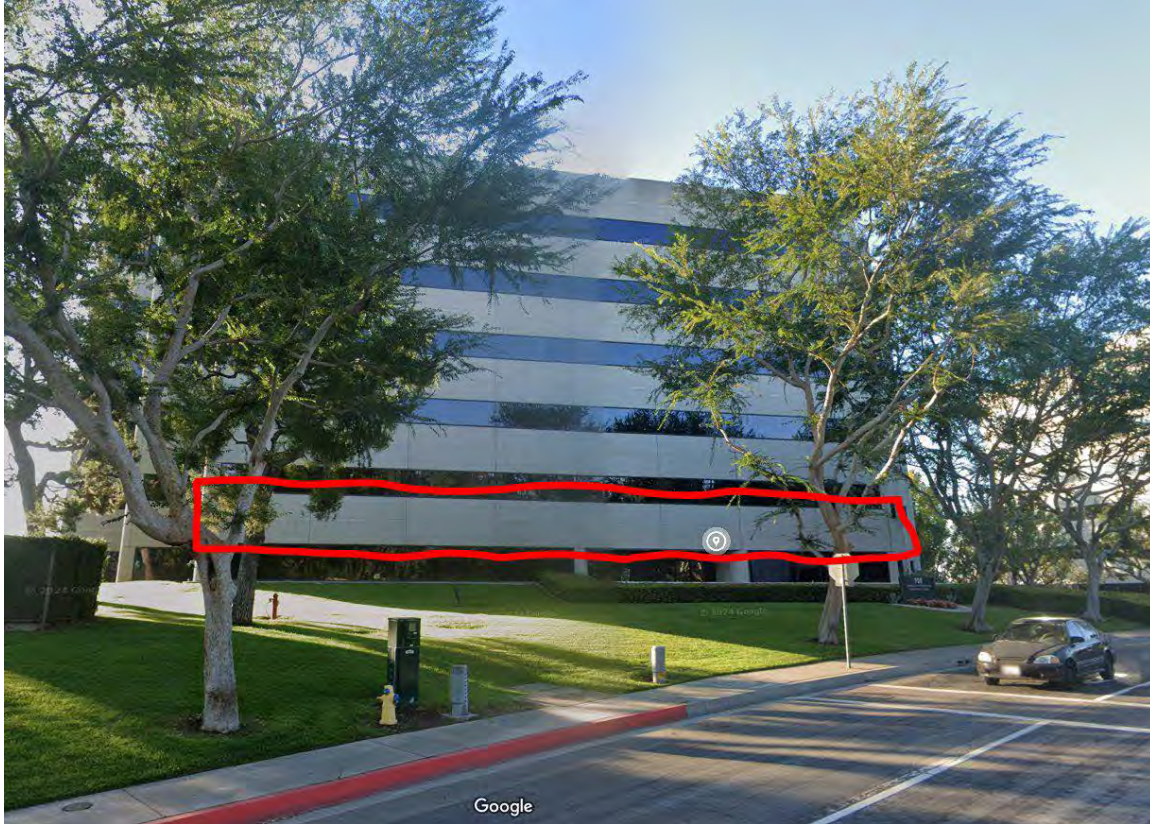


EXHIBIT K

MONUMENT SIGNAGE



EXHIBIT L
EYEBROW SIGNAGE



BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/24/2024	
BOARD MEETING DATE	N/A	
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)	Fire	
SUBJECT	Notice of intent to negotiate a sole source amendment to extend expiring sole source contract with Peraton Inc. (Peraton), for maintenance services of the District's 9-1-1 Computer Aided Dispatch (CAD) system	
PROGRAM	Various	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Peraton is the sole source provider of the District's 9-1-1 CAD system for services that include maintenance and support of the system. Peraton is the proprietary sole owner of the CAD application software on the District's CAD system. The CAD system is licensed to the District for use and access to the software and is governed by contractual terms. No other entities are allowed access to Peraton's software to perform modifications.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current sole source contract with Peraton is due to expire on December 31, 2024.	
COST & FUNDING	Total cost: \$TBD	Funding source: District funding
	TERMS (if applicable): 2 years plus 1 option year	
	Explanation:	
PURPOSE OF REQUEST	The proposed extension will allow time for a Request for Proposals (RFP) and implementation of a new CAD system. The District is currently in the development phase of a RFP for a replacement CAD system which will include professional maintenance services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On December 3, 2019, the Board authorized the District to enter into a sole source contract with Northrop Grumman Systems Corporation (Northrop Grumman) for professional maintenance services for the District's CAD system. On April 12, 2021, Amendment number 1 was executed for the assignment and delegation of Northrop Grumman's rights, responsibilities, title, and interest to Peraton.	
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: Marissa Martin Jensen, ASMII, 323-881-6173, Marissa.martinjensen@fire.lacounty.gov	



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*


1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

BOARD OF SUPERVISORS
LINDSEY P. HORVATH, CHAIR
THIRD DISTRICT

HILDA L. SOLIS HOLLY J. MITCHELL
FIRST DISTRICT SECOND DISTRICT
JANICE HAHN KATHRYN BARGER
FOURTH DISTRICT FIFTH DISTRICT

June 28, 2024

TO: EACH SUPERVISOR

FROM: ANTHONY C. MARRONE, FIRE CHIEF 

NOTICE OF INTENT TO NEGOTIATE AN AMENDMENT TO EXTEND SOLE SOURCE CONTRACT NO. FR10534 WITH PERATON, INC., FOR MAINTENANCE SERVICES FOR THE COMPUTER-AIDED DISPATCH SYSTEM

In accordance with Board Policy 5.100, Sole Source Contracts, this is to notify your Honorable Board that the Consolidated Fire Protection District of Los Angeles County (District) intends to enter into negotiations with Peraton, Inc., (Peraton) for an amendment to extend Sole Source Contract No. FR10534. The current sole source contract with Peraton will expire on December 31, 2024.

On December 3, 2019, the Board authorized the District to enter into a sole source contract with Northrop Grumman Systems Corporation (Northrop Grumman) for professional maintenance services for the District's 9-1-1 Computer-Aided Dispatch (CAD) System. On April 12, 2021, Amendment No. 1 was executed for the assignment and delegation of Northrop Grumman's rights, responsibilities, title, and interest of Contract No. FR10534 to Peraton.

The proposed extension will be for two years plus a one-year option. The extension will allow time for a Request for Proposals (RFP) and implementation of a new CAD System. The District is currently in the development phase of an RFP for a replacement CAD System which will include professional maintenance services.

If no objection is received from your Board within four weeks, the District will proceed with the negotiations with Peraton and return to your Board for approval of the sole source amendment.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CARSON	EL MONTE	INGLEWOOD	LAWNDALE	PICO RIVERA	SIGNAL HILL
ARTESIA	CERRITOS	GARDENA	IRWINDALE	LOMITA	POMONA	SOUTH EL MONTE
AZUSA	CLAREMONT	GLENDORA	LA CANADA-FLINTRIDGE	LYNWOOD	RANCHO PALOS VERDES	SOUTH GATE
BALDWIN PARK	COMMERCE	HAWAIIAN GARDENS	LA HABRA	MALIBU	ROLLING HILLS	TEMPLE CITY
BELL	COVINA	HAWTHORNE	LA MIRADA	MAYWOOD	ROLLING HILLS ESTATES	VERNON
BELL GARDENS	CUDAHY	HERMOSA BEACH	LA PUENTE	NORWALK	ROSEMEAD	WALNUT
BELLFLOWER	DIAMOND BAR	HIDDEN HILLS	LAKEWOOD	PALMDALE	SAN DIMAS	WEST HOLLYWOOD
BRADBURY	DUARTE	HUNTINGTON PARK	LANCASTER	PALOS VERDES ESTATES	SANTA CLARITA	WESTLAKE VILLAGE
CALABASAS		INDUSTRY		PARAMOUNT		WHITTIER

Each Supervisor
June 28, 2024
Page 2

If you have any questions, please contact Theresa R. Barrera, Chief Deputy, Business Operations, at (323) 881-2478 or via email at Theresa.Barrera@fire.lacounty.gov.

ACM:cs

c: Fesia Davenport
Edward Yen
Rene Phillips
Each Board Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/24/2024		
BOARD MEETING DATE	8/6/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Sheriff's Department		
SUBJECT	Approve a contract with Sentinel Offender Services, LLC. (Sentinel)		
PROGRAM	Los Angeles County Offender Monitoring Services (LACOMS)		
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:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	The current agreement expires September 9, 2024		
COST & FUNDING	Total cost:	\$200,000 annual	Funding source:
			AB109 Fund
	TERMS (if applicable): Three years base, plus four one-year option periods.		
	Explanation:		
PURPOSE OF REQUEST	Approval of a contract with Sentinel for electronic monitoring services for a period of three years, plus four one-year option periods.		
BACKGROUND (include internal/external issues that may exist including any related motions)	LACOMS is essential for the Department's Population Management Bureau to fulfill its public safety mission. LACOMS will allow the Department to continue to place Department-designated offenders on an electronic monitoring program, on an as-needed basis.		
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: <ul style="list-style-type: none"> • Alex Madera, Contracts Manager, (213) 229-3276, amadera@lasd.org • Paxton Reinecker, Lieutenant, (213) 893-5885, pareinec@lasd.org 		

August 6, 2024

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

Dear Supervisors:

**APPROVE CONTRACT WITH SENTINEL OFFENDER SERVICES, LLC
TO PROVIDE LOS ANGELES COUNTY OFFENDER MONITORING SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a contract (Contract) with Sentinel Offender Services, LLC. (Sentinel) to provide electronic offender monitoring services (Services), known as the Los Angeles County Offender Monitoring Services (LACOMS), for the Department's Population Management Bureau, on an as-needed basis.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Contract with Sentinel, effective August 6, 2024, through and including August 5, 2027, with an option to extend for four additional one-year periods, at the sole discretion of the County.
2. Delegate authority to the Sheriff, or his authorized designee, to execute Amendments and Change Notices to the Contract, as set forth throughout the Contract in order to: (1) effectuate modifications, which do not materially affect the

term of the Contract, (2) exercise option periods if it is in the best interest of the County, (3) add new or revised standard County contract provisions adopted by the Board, as periodically required, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue to place Department-designated offenders on an electronic monitoring program, on an as-needed basis. The LACOMS operates under a service bureau delivery model thereby eliminating the need for a County owned information technology infrastructure requiring maintenance and support services. Instead, Department users access LACOMS via a dedicated internet connection.

The Services are essential to the Department's public safety mission. The target populations for participation for the LACOMS program includes but is not limited to: (1) Offender Monitoring Program – a population consisting of offenders who will be offered the opportunity to serve a portion of their sentence outside of jail confinement using a tracking device, and (2) Inmate Worker Program – a population consisting of inmates remaining in custody but who are allowed to participate in various work programs using a tracking device. Enrollment will occur throughout the various County jail facilities.

Throughout the last several years, the number of inmates released with electronic monitoring has decreased. In 2022 and 2023, only 310 and 289, respectively, agreed to be released from custody with a tracking device. The decrease is believed to be due to the decline in the percentage of sentence time inmates are required to serve in the County jail system. The Department anticipates a similar number of enrollments for 2024.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster vibrant and resilient communities; Focus Area B: Care First, Jails Last by providing rehabilitative services to those involved with the County's justice system to reduce the risk of recidivism and support successful re-entry into our communities.

FISCAL IMPACT/FINANCING

The estimated annual cost of the proposed contract is \$200,000. The Department intends to utilize its available Assembly Bill (AB) 109 allocation to fund the proposed Contract. While this is an eligible AB109 expense that will be included in the Department's AB109 quarterly claims, should there be insufficient AB109 funds to cover the cumulative extent of claimed expenses, including the costs associated with the Contract, the Department will work with the Chief Executive Office (CEO) to identify additional funds to fully offset the extent of claimed costs. The Department will also be submitting a formal budget request as part of the Fiscal Year 2024-2025 Supplemental Budget that seeks the allocation of any surplus AB109 revenue, countywide, at year end to cover any excess costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Electronic monitoring services are currently provided by Sentinel, through Contract Number 78034, which the Board approved on September 10, 2013. The Department intends to terminate Contract Number 78034 effective July 31, 2024.

Sentinel has affirmed it is in compliance with all Board and County CEO requirements, including Jury Service Program, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

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

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

CONTRACTING PROCESS

On June 7, 2023, the Department posted a Request for Proposals (RFP) for a replacement contract, with a closing date of August 22, 2023.

The Department received four responses to the RFP.

The Honorable Board of Supervisors
August 6, 2024
Page 4

Sentinel was determined to be the highest scoring qualified proposer. Therefore, the Department is recommending Board approval of the proposed Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services for the Department's electronic offender monitoring program.

CONCLUSION

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

Sincerely,

Reviewed by:

ROBERT G. LUNA
SHERIFF

PETER LOO
CHIEF INFORMATION OFFICER

RGL:VU:vu
(Fiscal Administration Bureau–Contracts Unit)

- c: Board of Supervisors, Justice Deputies
 - Edward Yen, Executive Officer, Board of Supervisors
 - Fesia Davenport, Chief Executive Officer
 - Rene Phillips, Manager, Chief Executive Office (CEO)
 - Jocelyn Ventilacion, Principal Analyst, CEO
 - Anna Petrosyan, Senior Analyst, CEO
 - Michael Xie, Senior Budget Analyst, CEO
 - Dawyn R. Harrison, County Counsel
 - Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
 - Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
 - April L. Tardy, Undersheriff
 - Jill Torres, Assistant Sheriff, CFAO
 - Jason A. Skeen, Chief of Staff, Office of the Sheriff
 - Conrad Meredith, Division Director, Administrative Services Division (ASD)
 - Minh G. Dinh, Commander, Custody Services Division (CSD)
 - Glen Joe, Assistant Division Director, ASD
 - Richard F. Martinez, Assistant Division Director, ASD
 - David E. Culver, Director, Financial Programs Bureau
 - Roel D. Garcia, Captain, CSD, General Population
 - Rene A. Garcia, Lieutenant, ASD
 - Paxton A. Reinecker, Lieutenant, CSD, General Population
 - Alex Madera, Administrative Services Manager (ASM) III, Fiscal Administration Bureau (FAB), Contracts Unit (CU)
 - Erica M. Nunes, Sergeant, ASD
 - Kristine D. Corrales, Deputy, ASD
 - Veronica Urenda, ASM II, FAB, CU

CONTRACT



CONTRACT BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

SENTINEL OFFENDER SERVICES, LLC

FOR

**LOS ANGELES COUNTY OFFENDER
MONITORING SERVICE
(LACOMS)**

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STANDARD EXHIBITS

- A** Statement of Work
 - Attachment A-1 XML System Interface with RAJIS
 - Attachment A-2 Performance Requirements Summary Chart
- B** Business and Technical Requirements Matrix
- C** Pricing Schedule
- D** County’s Administration
- E** Contractor’s Administration
- F1** Contractor Acknowledgement and Confidentiality Agreement
- F2** Contractor Employee Acknowledgement and Confidentiality Agreement
- F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Information Security and Privacy Requirements
- L** Departmental Information Security Requirements
- M** Compliance with Departmental Encryption Requirements
- N** Supplemental Confidentiality of CORI Information-LASD
- O** Contract Discrepancy Report

**CONTRACT BETWEEN
THE COUNTY OF LOS ANGELES
AND
SENTINEL OFFENDER SERVICES, LLC
FOR
LOS ANGELES COUNTY OFFENDER MONITORING SERVICE**

This Contract (Contract) made and entered into this ___ day of _____, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and Sentinel Offender Services, LLC, a limited liability company organized under the laws of Delaware, hereinafter referred to as “Contractor”. Sentinel Offender Services, LLC is located at 201 Technology Drive Irvine, California 92618.

RECITALS

WHEREAS, the County may contract with private businesses for offender monitoring system and related services (Services) when certain requirements are met; and

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

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such Service; and

WHEREAS, the County, through the Los Angeles County Sheriff's Department (Department), desires Contractor to provide Services; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through G, and K through O 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 Service or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority:

Standard Exhibits:

Exhibit A Statement of Work

Attachment A-1 XML System Interface with RAJIS

	Attachment A-2 Performance Requirements Summary Chart
Exhibit B	Business and Technical Requirements Matrix
Exhibit C	Pricing Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F1	Contractor Acknowledgement and Confidentiality Agreement
Exhibit F2	Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit F3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
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	Departmental Information Security Requirements
Exhibit M	Compliance with Departmental Encryption Requirements
Exhibit N	Supplemental Confidentiality of CORI Information-LASD
Exhibit O	Contract Discrepancy Report

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

2.0 DEFINITIONS

2.1 Standard Definitions:

The terms and headings in this Paragraph 2.0, whether singular or plural, are listed for convenience and reference only; they are not intended to define the scope of any provision thereof. The following words as used herein and throughout will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Active Case Management:** means, but is not limited to, ensuring Offender Monitoring Program (OMP) Participant compliance; monitoring and/or verification of a Participant's activities; establishing and maintaining curfew schedules; participating in OMP activities such as

monitoring participation in programs; notifying the Department of non-compliance by Participants; meeting with Participants as requested on the referral and attending periodic status meeting with the County Project Manager; testifying in court; and providing OMP completion services upon termination of Participants participation in the OMP, as further described in Exhibit A (Statement of Work).

- 2.1.2 **Active Monitoring:** means live/real time monitoring and reporting.
- 2.1.3 **Amendment:** has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.4 **Board of Supervisors (Board):** the Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.5 **Business Day:** Monday through Friday, excluding County-observed holidays.
- 2.1.6 **Change Notice:** has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices), of this Contract.
- 2.1.7 **Contract:** the agreement executed between the 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 Services and other Work.
- 2.1.8 **Contractor:** means the limited liability company (LLC) that has entered into a written agreement with the County to perform or execute the Work covered by this Contract.
- 2.1.9 **Contractor Project Director:** the meaning specified in Paragraph 7.2.1 (Contractor's Project Director).
- 2.1.10 **Contractor Project Manager:** the meaning specified in Paragraph 7.2.2 (Contractor's Project Manager).
- 2.1.11 **County:** means the County of Los Angeles.
- 2.1.12 **County Designated User(s):** means staff authorized to use the System, as determined by the Department, including designated staff of law enforcement and criminal justice agencies in the County at the local County, state, and federal agency level.
- 2.1.13 **County Indemnitees:** means the County, its Special Districts, elected and appointed officers, employee, and agents.
- 2.1.14 **County Project Director:** means the person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager. All references here forward to County Project Director will mean, "County Project Director or their authorized designee."

- 2.1.15 **County Project Manager:** means the person designated by the County Project Director to manage the operations under this Contract. All references here forward to County Project Manager will mean, "County Project Manager or their authorized designee."
- 2.1.16 **Daily Rate:** means the applicable cell in Exhibit C (Pricing Schedule) based on the total combined quantity of all Type of Monitoring units in Service. The Daily Rate is an all-inclusive rate which includes, but not limited to, all Services, Taxes, Equipment, and unlimited access to System by all County Designated Users.
- 2.1.17 **Day(s):** means calendar day(s) unless otherwise specified.
- 2.1.18 **Deficiency(ies):** means, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, failure, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable specifications or from published or mutually agreed upon industry standards, or any other malfunction, failure or error, including the provision of negligent or substandard workmanship, which results in System or any part thereof, not performing in accordance with the applicable Requirements or other provisions of this Contract, including Exhibit A (Statement of Work) as determined by the County Project Director.
- 2.1.19 **Documentation:** means any and all written and electronic materials provided or made available by Contractor, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation, support, and use of the System.
- 2.1.20 **Equipment:** means any and all offender monitoring equipment, including Tracking Devices and home-based equipment, provided by Contractor under this Contract to meet the Requirements for operation of LACOMS.
- 2.1.21 **Initial Term:** has the meaning set forth in Paragraph 4.0 (Term of Contract).
- 2.1.22 **Inmate Worker Program (IWP):** means the Department program which allows designated offenders remaining in custody to participate in various work programs using electronic offender monitoring.
- 2.1.23 **Monitoring Center:** means Contractor's facility used for the purposes of monitoring Participants, including their backup center, as further described in Exhibit A (Statement of Work), and Exhibit B (Business and Technical Requirements Matrix).
- 2.1.24 **Monitoring Center Operator(s):** means Contractor's staff assigned to the Monitoring Center that perform the actual monitoring of Participants, as further described in Exhibit A, (Statement of Work), and its Exhibit B (Business and Technical Requirements Matrix) to this Contract.

- 2.1.25 **Offender Monitoring Program (OMP):** means the Department program which allows designated offenders to serve a portion of his/her sentence outside of jail confinement using electronic offender monitoring; non-sentenced offenders may also be placed on electronic offender monitoring.
- 2.1.26 **Participant:** means any Department-designated offender under the jurisdiction of the Department identified to undergo electronic offender monitoring, including Offender Monitoring Program and Inmate Worker Program Participants.
- 2.1.27 **Participant Billable Days:** means the number of Days, including the Day of Tracking Device installation, during the month, if applicable, but excluding the Day of Tracking Device removal during the month, if applicable, for each active Participant during the month.
- 2.1.28 **Requirements:** means any and all functional, operational, technical, service/performance level and/or business specifications, requirements, features, standards, and deliverables for the System, all as set forth in this Contract, including Exhibit A (Statement of Work), and Exhibit B (Business and Technical Requirements Matrix) to this Contract, and all Documentation.
- 2.1.29 **Services:** means any development, installation, configuration, customization, implementation, tracking, monitoring, Active Case Management, Training Services, and all other services performed by or on behalf of Contractor pursuant to this Contract to meet the Requirements for operation of LACOMS.
- 2.1.30 **Sheriff:** means the elected official who is the Sheriff of the County.
- 2.1.31 **Subcontract:** means an agreement between Contractor and a third-party to provide goods and/or services for the fulfillment of this Contract.
- 2.1.32 **Subcontractor:** means any County approved individual, person or persons, sole proprietor, firm, partnership, joint venture, LLC, corporation, or other legal entity furnishing supplies, Services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.33 **System:** means the software, Equipment, and Services provided by or on behalf of Contractor under this Contract to meet the Requirements for operation of LACOMS. References to the System or LACOMS may include one or more components thereof or the System as a whole.
- 2.1.34 **Tax and Taxes:** means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed. All Taxes must be paid directly by Contractor.

- 2.1.35 **Term:** has the meaning set forth in Paragraph 4.0 (Term of Contract).
- 2.1.36 **Tracking Device:** means the single-unit electronic monitoring device or mechanism that is attached to the ankle of a Participant for purposes of tracking the whereabouts of such Participant at all times and consistent with the rules for participation in the program as further described in Exhibit A (Statement of Work), and Exhibit B (Business and Technical Requirements Matrix) to this Contract.
- 2.1.37 **Training Services:** means the provision by Contractor of technical staff to train Department staff in all aspects of using the System, including software, as contemplated by this Contract, as such Training Services are further described in Exhibit A (Statement of Work) to this Contract.
- 2.1.38 **Type of Monitoring:** means one of the following four categories of monitoring services provided by Contractor: (a) GPS with Cellular (with Active Case Management), (b) GPS Cellular (without Active Case Management), (c) RF Tethered – landline Connection, or (d) RF Tethered – Cell Phone Connection.
- 2.1.39 **Work:** means any and all goods and Services provided and performed by or on behalf of Contractor pursuant to this Contract, including Exhibit A (Statement of Work), and all other Exhibits, and all fully executed Amendments and Change Notices hereto. Without limiting the foregoing, Work includes the provision of the System, including all Services and all Equipment, labor, and other supplies required to perform the Services and to meet the Requirements for operation of LACOMS.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor will fully and competently perform, complete, and deliver on time, all Services and other Work as set forth in herein.
- 3.2 If Contractor provides any Services or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor must make no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The Term of this Contract will be for three years commencing after execution by the Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term).
- 4.2 At the end of the Initial Term, the County may, at its sole option, extend the Term of this Contract for up to four one-year periods (Option Terms), subject to, among others, the County’s right to terminate earlier for convenience, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. The County will be deemed to have

exercised its one-year extension options automatically, without further act, unless no later than 30 Days prior to the expiration of the Initial Term, the County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4. If the County elects not to exercise its option to extend at the end of the Initial Term, this Contract will expire.

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

4.3 Notice of Expiration

Contractor must notify the Department when this Contract is within six months of the expiration of the Term. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address set forth in Exhibit D (County's Administration).

5.0 CONTRACT SUM

The prices and fees payable by County to Contractor for performing all Services and any other Work required under this Contract are as set forth on Exhibit C (Pricing Schedule). Such prices and fees are firm and fixed for the Term of this Contract. Contractor will not be entitled to payment or reimbursement for any other services or any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Contract.

5.1 Maximum Contract Sum

The Maximum Contract Sum will be the total monetary amount payable by County to Contractor for providing required Work under this Contract for the Term, including all exercised extension periods. In no event will the annual total exceed \$200,000. There is no guarantee that the entire Contract Sum amount will be paid to Contractor under this Contract. All payments under this Contract will be in accordance with Exhibit C (Pricing Schedule).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the annual contract sum

under this Contract. Upon occurrence of this event, the Contractor must send written notification to the County Project Director, at the address herein provided in Exhibit D (County's Administration).

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

Contractor may not assert any claims against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of 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.

5.5.2 Contractor must invoice the County only for Services and other Work specified in Exhibit A (Statement of Work). Contractor's invoices must be priced in accordance with Exhibit C (Pricing Schedule).

5.5.3 Details – each invoice submitted by Contractor must include:

- Contractor Name, Address, and Phone Number,
- Contract Number,
- Billing Period,
- Total number of Participants by Type of Monitoring as described in Exhibit C (Pricing Schedule),
- Applicable Daily Rate per Type of Monitoring as described in Exhibit C (Pricing Schedule),
- Dollar amount due per Type of Monitoring based upon the total Participant Billable Days and applicable Daily Rate, and
- Total dollar amount.

Additionally, Contractor must attach a monthly report with the information detailed below:

A monthly report subdivided by Type of Monitoring, a line item for each Participant included in the invoice identifying Participant's name, booking number, start date and start time, end date and end time, computed Participant Billable Days, and Daily Rate for the Participant.

5.5.4 Submission of Invoices

All invoices and supporting documents under this Contract must be submitted to the person designated in Exhibit D (County's Administration) as County Project Manager at the address specified in Exhibit D (County's Administration).

5.6 Intentionally Omitted

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

5.7.1 The County has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's 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 changes as they occur.

6.2 County's Personnel

6.2.1 County Project Director

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing this Contract in general. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

6.2.2 County Project Manager

County Project Manager will be responsible for ensuring that the technical, business and operational standards and Requirements of this Contract are met. County Project Manager will interface with Contractor's Project Manager on a regular basis. County Project Manager will report to County Project Director regarding Contractor's performance with respect to business and operational standards and Requirements of this Contract. Unless specified otherwise, County Project Manager will be the presumptive designee of County Project Director.

6.3 County Personnel, Other

All County personnel assigned to this Contract will be under the exclusive supervision of the County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

All persons administering this Contract on behalf of Contractor and described in this Paragraph 7.0 (hereinafter "Contractor's Personnel") are identified in Exhibit E (Contractor's Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit E (Contractor's Administration), must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the County in writing of any change in the names and/or addresses of Contractor Personnel.

7.2 Contractor's Personnel

7.2.1 Contractor Project Director

Contractor Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director must meet and confer with County Project Director on a regular basis as required by County and specified in Exhibit A (Statement of Work). Such meetings will be conducted via teleconference or in person at a time and place agreed to by County Project Director and Contractor's Project Director.

7.2.2 Contractor Project Manager

Contractor's Project Manager is responsible for Contractor's day-to-day activities and for reporting to the County in the manner set forth in Paragraph 7.7 (Reports by Contractor) below. Contractor's Project

Manager must communicate with County Project Manager on a regular basis and must be available during Business Days, or as otherwise required by the County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor's Project Manager must meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by the County. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

7.3 Approval of Contractor's Staff

- 7.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced, to provide the Work required by this Contract. Contractor must supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 7.3.2 The County will have the right to approve or disapprove each member or proposed member of Contractor's staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's confidential information, System data and other County materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff. County Project Manager, exercising reasonable discretion may require replacement of any member of Contractor staff performing or offering to perform Work hereunder.
- 7.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement [Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement)], for each member of Contractor's staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor staff first performs Work under this Contract.
- 7.3.4 In the event Contractor should ever need to remove any member of Contractor staff from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances when such notice is not possible. Should the County be dissatisfied with any member of Contractor staff during the Term of the Contract, Contractor must replace such person with another whose qualifications satisfy the County.

7.4 Contractor's Staff Identification

- 7.4.1 Contractor, at Contractor's sole expense must provide each member of the staff assigned to this Contract with a visible photo identification badge in accordance with the County's specifications. Identification

badge specifications may change at the sole discretion of the County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a custody facility or its grounds, must prominently display the photo identification badge on the upper part of the body.

- 7.4.2 Contractor must notify the County within one Business Day when staff is terminated from Work under this Contract.
- 7.4.3 Contractor is responsible for the immediate retrieval and destruction of County-approved photo identification badges belonging to Contractor's staff terminated from performing Services under this Contract.
- 7.4.4 If the County requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy the Contractor staff's photo identification badge at the time of removal of Work under this Contract, if applicable.

7.5 Background and Security Investigations

- 7.5.1 All Contractor's staff performing Work under this Contract, must undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local and federal-level review, which may include but not be limited to, criminal conviction information and security clearance.
- 7.5.2 County Project Director will schedule the background investigation with the Department's Religious and Volunteer Services Unit. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 7.5.3 The County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with County's facility access.
- 7.5.4 Disqualification, if any, of Contractor's staff, including Subcontractors' 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 and Security

7.6.1 Confidential Information

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the County or the applicable law under Paragraph 7.8 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the County than the terms of this Contract, including this Paragraph 7.6.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

7.6.2 Disclosure of Information

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph "information"), Contractor must: i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, ii) promptly transmit to the County all requests for disclosure of any such information, iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the County without prior written approval of County's Project Director in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and iv) at the expiration or termination of this Contract, return all such information to the County or maintain such

information according to the written procedures provided or made available to Contractor by the County for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor must notify County Project Director 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.

7.6.3 Disclosure Restrictions of Non-Public Information

While performing Work under this Contract, 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 Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

7.6.4 Security

7.6.4.1 System Security

Notwithstanding anything to the contrary herein, Contractor will provide all Work utilizing security technologies and techniques in accordance with the latest industry standards, Contractor’s best practices and applicable County security policies, procedures and requirements provided by the County to Contractor in writing as part of the Request for Proposals (RFP) and incorporated by this reference, this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of Systems and networks. Without limiting the generality of the foregoing, Contractor will implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into the network. In no event will Contractor’s actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own Systems and data.

7.6.4.2 Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Contractor's data or any other County data. Contractor must protect, secure and keep confidential all data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, including any breach of the security of their data, such as any unauthorized acquisition of data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor will take all reasonable actions necessary or advisable to protect all data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor will provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been acquired by any unauthorized person, and the content, method and timing of such notification will be subject to the prior approval of County Project Director. Contractor must not use data for any purpose or reason other than to fulfill its obligations under this Contract.

7.6.5 Protection of Electronic County Information – Data Encryption

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the "Encryption Standards"), as required by the Board Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 7.6.5, "PI" is defined in California Civil Code Section 17910.29(g); "PHI" is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and "MI" is defined in California Civil Code Section 56.05(j).

7.6.5.1 Encryption Standards – Stored Data

Contractor's and Subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2, (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General

(Revision 3), (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor's and Subcontractors' use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County's Chief Executive Office.

7.6.5.2 Encryption Standards – Transmitted Data

All transmitted (e.g., network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations, and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

7.6.5.3 Definition References

- a. As used in this Policy, the phrase "Personal Information" will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase "Protected Health Information" will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.
- c. As used in this Policy, the phrase "Medical Information" will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

7.6.5.4 Compliance

By executing this Contract, Contractor (on behalf of itself and any and all County-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 7.6.5 as of the effective date of this Contract, during the Term of this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI, and/or MI. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its County-approved Subcontractors' data encryption product(s) generate, and

such reports will be subject to audit in accordance with this Contract. The County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 7.6.5.4 will constitute a material breach of this Contract, upon which County may terminate or suspend this Contract, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

7.6.5.5 No Policy Exceptions

There are no exceptions to this Policy, except those expressly approved by the Board in writing.

7.6.6 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 7.6 (Confidentiality and Security) may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County's other rights under this Paragraph 7.6 (Confidentiality and Security) and at law and in equity, the County will have the right to seek injunctive relief to enforce the provisions of this Paragraph 7.6 (Confidentiality and Security). The provisions of this Paragraph 7.6 (Confidentiality and Security) will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the interface module from unauthorized access, disclosure, modification, disruption or destruction by any cause. Contractor will bear the full risk of unauthorized access, disclosure, modification, disruption or destruction to the interface module and any data by any cause other than causes resulting from force majeure or the County's sole fault.

7.7 Rules and Regulations

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the County determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the County will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the County that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent,

Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 General

No representative of either the County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as provided in this Paragraph 8.1 (Amendments and Change Notices).

8.1.2 Change Notices

For any change requested by the County which does not materially affect the scope of Work, Term, payments or any material term or condition of this Contract, a written notice of such change (hereinafter "Change Notice") will be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable.

8.1.3 Amendments

Except as otherwise provided in this Contract, for any change requested by the County which materially affects the scope of Work, Term, payments or any other material term or condition included in this Contract, an Amendment to this Contract will be executed by the Board and Contractor's authorized representative(s).

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

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual

acquisitions/mergers as soon as the law practicably allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the County, in its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which must be formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, by the County, against claims Contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1 Within 30 Business Days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to County complaints.
- 8.5.1.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.1.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7 Copies of all written responses will be sent to County Project Manager within five Business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations,

ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the County without the County's prior express written approval.

- 8.6.3 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as

codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

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

8.8.2.2 For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: i) the lesser number is a recognized industry standard as determined by the County, or ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for the County under this Contract, Subcontractor is also 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 will be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy

consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction, that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.

8.9.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County Project Director. Full written disclosure will 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 upon which the County may terminate or suspend this Contract.

8.9.3 The terms and procedures of this Paragraph 8.9 will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

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

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the entire Term of this Contract.

8.11 Consideration of Hiring GAIN/START 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: i) violated a material term of a contract with the County or a nonprofit corporation created by the County, ii) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on

same, iii) committed an act or offense which indicates a lack of business integrity or business honesty, or iv) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County Project Director will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

8.12.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.

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

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

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

8.12.5 Subcontractors of Contractor

The terms and procedures of this Paragraph 8.12 will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy that all County Contractors be required to post the County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law), in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in Subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this

Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and must, during the Term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, its employees or its agents. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs will be repaid by Contractor by cash payment upon demand or without limitation of all County's other rights and remedies provided by law or under this Contract, the County may deduct such costs from any amounts due to Contractor from the County under this Contract.

8.17 Employment Eligibility Verification

8.17.1 Contractor and its Subcontractors warrant that they fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees and subcontractors performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain, from all its and Subcontractors performing Work hereunder, all verification and other documentation of employment

eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party will not be, nor be construed to be, employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing all

Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

8.23 Indemnification

Contractor must indemnify, defend and hold harmless the County, its Special Districts, 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 the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions of all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "required insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract.

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

8.24.3 Evidence of Coverage and Notice to County

8.24.3.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to the County at the address listed in Exhibit D (County's Administration), and provided prior to commencing Services under this Contract.

8.24.3.2 Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

8.24.3.3 Certificates must identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on

the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

- 8.24.3.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 8.24.3.5 Certificates and copies of any required endorsements must be sent to the County's Contract Compliance Manager identified in Exhibit D (County's Administration).
- 8.24.3.6 Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or the County.

8.24.4 Additional Insured Status and Scope of Coverage

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

8.24.5 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written

notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.6 Failure to Maintain Insurance

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

8.24.7 Insurer Financial Ratings

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

8.24.8 Contractor's Insurance Must Be Primary

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

8.24.9 Waivers of Subrogation

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

8.24.10 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide the County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the required insurance provisions herein and must require that each Subcontractor name the County and Contractor as additional insureds

on the Subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the required insurance.

8.24.11 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.12 Claims Made Coverage

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

8.24.13 Application of Excess Liability Coverage

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

8.24.14 Separation of Insureds

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

8.24.15 Alternative Risk Financing Programs

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

8.24.16 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

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

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Cyber Liability Insurance

Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$2 million in the aggregate during the Term of this 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 this Contract. Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon 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.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Sheriff, or his authorized designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be

forwarded to Contractor by the Sheriff, or his designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Sheriff, or his authorized designee, determines that there are deficiencies in the performance of this Contract that the Sheriff or his authorized designee, deems are correctable by Contractor over a certain time span, the Sheriff or his authorized designee, will provide a written notice, using Exhibit O (Contract Discrepancy Report), to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Sheriff or his designee, may:
- a. Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or
 - b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages, as specified in Attachment A-2 (Performance Requirements Summary (PRS)), to Exhibit A (Statement of Work) hereunder, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or
 - c. Upon giving five Days notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 above, must not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph 8.26 will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If Contractor's prices decline, or should Contractor, at any time during the Term of this Contract, provide similar goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the state or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

The County will have the right, at the County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 8.27 by review of Contractor's books and records.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
 - b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
 - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
 - d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation as allowed under California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 8.28.9 The terms and procedures of this Paragraph will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and must 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 will be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law). 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 can be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration) of this Contract. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and the County agree that, during the entire Term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the 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 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents,

information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, Contractor agrees to defend and indemnify the County 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 Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its Services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Contract within the following conditions:
- a. Contractor will develop all publicity material in a professional manner, and
 - b. During the Term of this Contract, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or any seals of the County or its departments without the prior written consent of County Project Director. The County will not unreasonably withhold consent.
- 8.37.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by Contractor and must be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County’s option, Contractor must pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference will be either: a) repaid by Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or any other agreement. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the County may immediately terminate this Contract.

8.40.2 In the event Contractor seeks to subcontract any portion of its performance of this Contract by Contractor's staff, Contractor must first provide to the County, in writing, a notice regarding such proposed Subcontract, which must include:

- a. The reasons for the Subcontract,
- b. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
- c. A detailed description of the Work to be provided by the proposed Subcontractor,
- d. Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,
- e. Required County forms including: (i) Exhibit F1 (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement), (ii) Exhibit G (Safely Surrendered Baby Law), and (iv) any other standard County-required provisions,
- f. A representation from Contractor that:
 - i. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired,
 - ii. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,
 - iii. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
 - iv. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
- g. Other pertinent information and/or certifications reasonably requested by the County.

8.40.3 The County will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.

8.40.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and its agents, from and against any and all claims, demands, liabilities, damages, costs and

expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.

8.40.5 Notwithstanding any other provision of this Paragraph 8.40, Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to Subcontract, including but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All Subcontracts must be made in the name of Contractor and will not bind nor purport to bind the County. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the County or limit, in any way, any of the County's rights or remedies contained in this Contract.

8.40.6 Subcontracting of any Work performed by Contractor's staff under this Contract will not waive the County's right to prior and continuing approval of any or all such Contractor's staff pursuant to the provisions of Paragraph 7.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's staff. Contractor must notify its Subcontractors of the County's right to approve or disapprove each member or proposed member of staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff.

8.40.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.

8.40.8 In the event that the County consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 8.40 or a blanket consent to any further subcontracting.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support

Compliance Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) below, and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, Contractor must:
- Stop Work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the Work, as well as Work not affected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) above.

8.43 Termination for Default

- 8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract if:
- a. Contractor fails to timely provide and/or satisfactorily perform any Service or other Work required either under this Contract, or
 - b. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or
 - c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or
 - d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including but not limited to Exhibit A (Statement of Work), or
 - e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such

failure or fails to correct such failure or breach within 30 Days (or such longer period as the County may authorize in writing) of receipt of written notice from the County specifying such failure or breach, except that Contractor must be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

- 8.43.2 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default), it is determined by the County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience) above.
- 8.43.3 The rights and remedies of the County provided in this Paragraph 8.43 are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor must immediately report any attempt by a County elected official, officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts or other such items and means.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract immediately and without delay if any of the following occur:
 - a. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code

and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,

- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
- c. The appointment of a Receiver or Trustee for Contractor, or
- d. The execution by Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm (as defined in [County Code Section 2.160.010](#)) retained by Contractor, must fully comply with this County Lobbyist Ordinance. 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 Board appropriates funds for this Contract in the County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify 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 breach of any provision hereof can be waived unless in writing. No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

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

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

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

Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.54 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

resultant County contract. This provision will survive the expiration or termination of this Contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA'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 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

8.61 Retention of County Information

Contractor must not retain any County information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

8.62 Arms Length Negotiations

This Contract is the product of arms length negotiations between Contractor and the County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted as fair between them and is not to be strictly construed against either party as drafter or creator.

8.63 No Guaranty of Work

This Contract is intended to provide the County with an offender monitoring Service and related Work on an 'as-needed' basis. As such, the County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor Services, or any Service of Contractor at all during the Term of this Contract. The determination as to the need for such Services will rest solely within the discretion of the County.

8.64 Access to County Facilities

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Contractor will have no tenancy, or any other property or other rights in County facilities.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report available programs to: WITProgram@isd.lacounty.gov.

10.0 Survival

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

- Paragraph 1.0 (Applicable Documents)
- Paragraph 2.0 (Definitions)
- Paragraph 3.0 (Work)
- Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Paragraph 7.6 (Confidentiality and Security)
- Paragraph 8.1 (Amendments and Change Notices)
- Paragraph 8.6 (Compliance with Applicable Law)
- Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- 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 and Severability)

Paragraph 8.49 (Wavier)

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

Paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)

Paragraph 10.0 (Survival)

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

COUNTY OF LOS ANGELES

By:

Chair, Board of Supervisors

CONTRACTOR

By:

Its Authorized Representative

Printed Name

Title

Date

ATTEST:

Edward Yen, Executive Officer
of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

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

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFENDER

MONITORING SERVICES

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STATEMENT OF WORK ATTACHMENTS

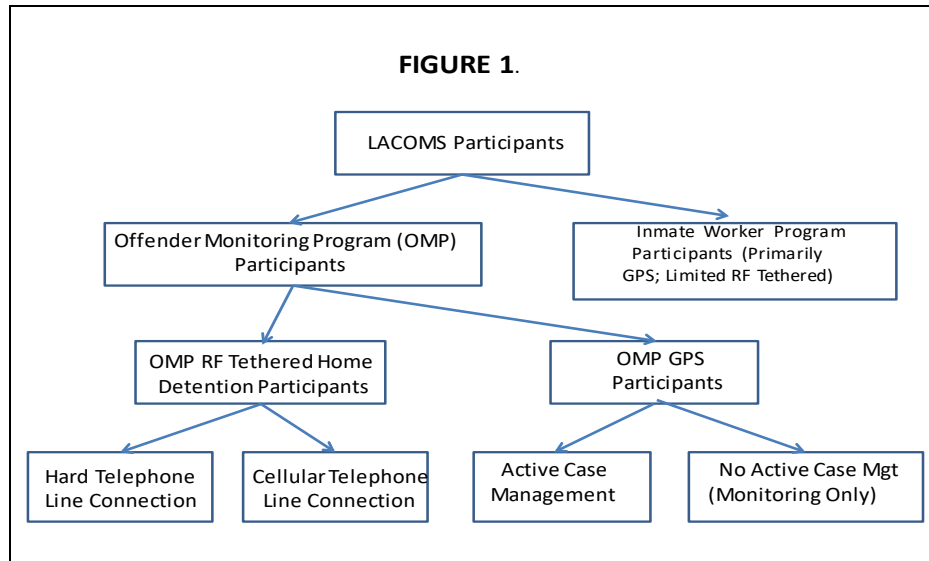
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ATTACHMENT A-2: PERFORMANCE REQUIREMENTS SUMMARY (PRS)
CHART

STATEMENT OF WORK

1.0 INTRODUCTION

- 1.1 This Statement of Work (SOW) defines the scope of Work, specific Work requirements, responsibilities, and quality control plan for the Los Angeles County Offender Monitoring Service (LACOMS) program for the Los Angeles County (County) Sheriff's Department (Department). Capitalized terms not defined herein may be found in Paragraph 2.0 (Definitions) of the Contract.
- 1.2 The LACOMS program will be a turnkey operation with Contractor providing ongoing electronic offender monitoring services (Services) throughout the Term of the Contract. It will not be necessary to change the Department's technical infrastructure to support LACOMS, as the Global Positioning System (GPS), cellular, and Radio Frequency (RF) tethered systems are all external to the Sheriff's Data Network. Authorized Department staff will access Contractor's web-based System (System) over a secure internet connection.
- 1.3 The target populations for participation for the LACOMS program includes, but is not limited to:
 - 1.3.1 Offender Monitoring Program (OMP) Participants - a population consisting of Department-designated offenders who will be offered the opportunity to serve a portion of their sentence outside of jail confinement using electronic offender monitoring devices (Tracking Devices). Non-sentenced offenders may also be placed on electronic offender monitoring via Tracking Devices.
 - 1.3.1.1 A subset of the OMP Participant population will require GPS tracking for travel within specified zones and for specified time frames.
 - 1.3.1.2 Another subset of OMP Participants confined solely to their home will require Active Monitoring using RF tethered tracking. At the option of the Department, some of these OMP Participants will require Active Case Management by Contractor.
 - 1.3.2 Inmate Worker Program (IWP) Participants – a population consisting of inmates remaining in custody but who are allowed to participate in various work programs using electronic offender monitoring via Tracking Devices. This population consists of IWP Participants assigned to work at outdoor locations, as well as IWP Participants assigned to Department patrol stations or various other Department jail facilities.
 - 1.3.3 See Figure 1 below for a breakdown of the LACOMS Participants.



1.3.4 The County reserves the right to add additional target populations for participation in the program at any time during the Term of the Contract.

1.4 The goals and objectives for the LACOMS program include the following:

- a. Increase the availability of jail beds for high-risk inmates and, consequently, increase the percentage of jail sentence time actually served;
- b. Reduce the overall cost of detention by providing the LACOMS program as an alternative to incarceration for selected inmates;
- c. Provide a mechanism to efficiently and effectively manage the influx of inmates resulting from the state prison realignment initiative;
- d. Improve public safety in neighborhoods impacted by inmate worker programs;
- e. Ensure the timely apprehension of Participants that are not compliant with the conditions of the program; and
- f. Reduce the frequency of escapes by inmate workers.

2.0 SCOPE OF SERVICE

2.1 Contractor must provide electronic offender monitoring services using both RF tethered and GPS/cellular technologies on a 24/7 hour basis. For some Participants designated by the Department, Contractor must provide Active Case Management Services as outlined in this SOW. The Department anticipates, but does not guarantee, a potential average daily enrollment of 500 LACOMS program Participants. Although, the actual numbers may fluctuate, it is anticipated for planning purposes that OMP Participants will be placed on either RF tethered or

GPS monitoring with or without Active Case Management. IWP Participants may be equipped with either technology depending on their assignment and the physical constraints of the facility in which they are housed.

2.2 Contractor must provide a single-unit Tracking Device, which is waterproof and shockproof, that attaches to the ankle of each Participant for purposes of tracking the whereabouts of such Participant at all times, consistent with the rules for participation in the LACOMS program.

2.2.1 Contractor must provide the following two distinct levels of tracking:

- GPS tracking combined with indoor tracking via cell tower triangulation that provides universal coverage, and
- RF tethered for home or limited-area detention.

2.2.2 The Tracking Device must be equipped to provide alcohol-use monitoring of the Participant using transdermal monitoring technology, at the sole discretion of the County.

2.3 Contractor must provide, maintain, and support all Equipment (including, but not limited to Tracking Devices, transmitters, receivers, base stations, and accessories) required to deliver the Services and meet the Requirements of the Contract.

2.4 Contractor must provide the following Services for all Participants:

- Enrolling Participants in the program,
- Installing Tracking Devices on Participant's ankles,
- Removing Tracking Devices from Participant's ankles,
- Orientation for all Participants,
- Providing transmitters, receivers, and base stations,
- Establishing Active Case Management Services for select Participants,
- Electronic monitoring of all Participants on a 24/7 continuous basis,
- Responding to alerts as determined by the Department and notifying the Department of such alerts,
- Creating and maintaining Participant case files, and
- Program completion services upon termination of Participant's participation.

2.5 For certain OMP Participants, Contractor must provide Active Case Management. Active Case Management Services must include, but not be limited to:

- Ensuring OMP Participant's program compliance through verification by Contractor's case managers,
- Maintaining curfew schedules as determined by the courts and/or the County,
- Monitoring program participation and location,
- Notifying the Department of non-compliance by OMP Participant, and

- Meeting with OMP Participants face-to-face on a monthly basis.
- 2.6 Contractor must provide the following support Services, including but not be limited to:
- All Equipment for Participants (e.g. tracking devices, transmitters, receivers, and base stations, etc.),
 - Repair or replacement of parts for inoperative Equipment within 24 hours,
 - Installation/operating manuals,
 - A primary and secondary Monitoring Center,
 - A troubleshooting hot-line (with live operator) available 24 hours a day, seven days a week (24/7),
 - Resolution of any System problem within one hour of alert/notification,
 - Capability for the Department to review Participant case file activity through the System,
 - Response to and correction of all alarms (such as tamper alert, low battery, and Equipment malfunction) except for non-compliant alarms which are reported to and resolved by the Department, and
 - Testify in court.

3.0 PROGRAM IMPLEMENTATION PLAN

- 3.1 The LACOMS program will be implemented in one or more phases to ensure an orderly transition.
- 3.2 Contractor must deliver to County Project Director a draft Project Control Document (PCD) outlining the implementation plan for the LACOMS program within ten Business Days of the effective date of the Contract. The PCD requirements include, but are not limited to the following:
- **Introduction:** Summarize the program implementation plan, review the shared vision for the project, the strategic goal(s) of the project, and how Contractor will contribute to meet the Department's operational objectives.
 - **Project Objectives:** Describe the objectives to be achieved under the project and critical success factors for the Department, all based upon Contractor's recommendations which have been reviewed and refined by the Department, and any assumptions or limitations related to the project's implementation.
 - **Project Scope:** Describe the overall scope of the implementation. The project scope statement acts as a confirmation of overall project scope.
 - **Work Breakdown Structure (WBS):** Identify all activities and tasks required to fully implement, manage, and operate the LACOMS program. As part of the program implementation plan, the WBS provides an outline of the critical steps necessary to execute Equipment procurement, delivery, and installation services to the Department, if applicable.

- **Project Plan:** Following the WBS, the project plan identifies the activities, key milestones, and estimated duration for activities on the project. It also highlights all agreed-to activities, or milestones for which the Department is responsible that will affect the success of the implementation. All project activities and tasks, both Contractor's and the Department's, will be linked into a critical path analysis. Contractor and the Department will review updates to the project plan, including the critical path analysis, on a bi-weekly basis.
- **Project Team:** Identify Contractor's project team and project organization, including defining the roles and responsibilities of the project team members.
- **Risk Assessment & Management:** Identify project risks and mechanisms to handle these risks.

3.3 If required by the Department, an updated PCD must also be submitted on a bi-weekly basis to communicate project progress, identify possible issues, and present strategies for overcoming the identified issues.

4.0 **DEVELOP AND IMPLEMENT INTERFACE TO DEPARTMENT'S JAIL MANAGEMENT SYSTEM**

4.1 Contractor must use web services to develop and implement a customized XML interface to the Department's jail management system, a relational database application known as RAJIS (Replicated Automated Jail Information System), to initially populate Participant demographics and other enrollment data. A technical overview of the relevant interface components is provided in Attachment A-1 (XML System Interface with RAJIS) to this SOW. The Department's key identifiers such as booking number and main number are required to be in the System to identify Participants.

4.2 The Department and Contractor must jointly document the technical specifications to support the development and implementation of the XML interface consistent with Attachment A-1 (XML System Interface with RAJIS) to this SOW. Upon completion of the technical specifications, the customized interface must be implemented within three months of the Contract effective date. The project schedule to develop and implement the XML interface must be documented by Contractor in the PCD, as specified in Paragraph 3.2 of this SOW.

4.3 The interface will initially be implemented to support the one-way transfer of data from the Department's RAJIS to the System (note, that all Personally Identifiable Information (PII) must be encrypted at rest and in transit). At the Department's option, the interface may be updated in the future to support bi-directional transfer of data.

5.0 PROJECT PLANNING

As part of the program implementation plan and prior to the initiation of Work under Paragraph 6.0 (Enrollment), Contractor must complete the following additional Tasks:

- 5.1 Initial configuration of the System for use by authorized Department users, including delivering a Notification Requirements Matrix that provides the parameters for each type of alert. The Notification Requirements Matrix must specify the following: a) whom the Department wants to be notified, b) the timing of notifications, and c) the preferred method of communication, as specified in Exhibit B (Business and Technical Requirements) to the Contract.
- 5.2 Deliver the following documentation to County Project Director:
 - a. A business continuity plan for movement of data and System operations to a backup System within 60 minutes following a System malfunction or failure, as specified in Exhibit B (Business and Technical Requirements), to the Contract.
 - b. A data security plan describing the System's data security and facility security infrastructure. The plan must detail how Contractor prohibits, detects, and reports unauthorized access to the System, as specified in Exhibit B (Business and Technical Requirements) to the Contract.
 - c. A Tracking Device user manual detailing features and technical specifications of the device.
 - d. A training plan in accordance with Paragraph 17.0 (Training Services) of this SOW.
 - e. A data destruction plan in accordance with Paragraph 18.5 (Data Procedures) of this SOW.

6.0 ENROLLMENT

- 6.1 Contractor must enroll Participants located at the Department's Inmate Reception Center (IRC), Century Regional Detention Facility (CRDF), Pitchess Detention Center (PDC) or other designated custody facility, into the System within one Business Day of receiving a referral and enrollment package from the Department. Contractor must accept referrals from the Department via the System, e-mail, and/or telephone calls. The County reserves the right to enroll the Participant and install the Tracking Device, at the County's sole discretion.
 - 6.1.1 The Department will provide Contractor with a referral and an enrollment package for each Participant one Business Day in advance of enrollment in the LACOMS program. The referral will include the Department's staff contact information.
 - 6.1.2 The enrollment package may include, depending on the type of Participant (e.g., OMP, IWP, etc.), the following:

- Type of Participant,
- Personal data,
- Curfew data,
- Location restrictions such as inclusion and exclusion zones,
- Case management requirements,
- Level of monitoring required,
- Pre-release risk assessment, and
- Other data required for enrollment of the Participant.

6.2 The initial enrollment package will normally be transferred electronically from the Department's jail management system to Contractor's database using a customized XML interface, as further described in Attachment A-1 (XML System Interface with RAJIS) of this SOW. Contractor must supplement the electronically transferred enrollment package with additional enrollment data including the creation of an electronic case file for each Participant. At the end of each Business Day, Contractor must provide the County with a report confirming all of that day's enrollments, as further described in Paragraph 16.0 (Management Reports) of this SOW.

6.3 Contractor must establish electronic case files as applicable, to provide a documented record of all Participant information and activities during the time that the Participant is electronically monitored. The electronic case file must contain all Participant documentation, including, at a minimum, the enrollment package and any subsequent program data related to the Participant. Contractor must ensure the confidentiality of all electronic case files and Participant data. All Participant data and electronic case files are property of the County and must be made available to the County at any time upon request.

7.0 ORIENTATION AND EQUIPMENT INSTALLATION

7.1 Within one Business Day of receipt of the referral and enrollment package from the Department, Contractor must install the Tracking Device on Participant during a mutually agreed-upon schedule, as suggested by the Department. Contractor must provide Participant with orientation to familiarize them with the program requirements and the Equipment. Contractor must also provide Participant with: (a) written program rules and regulations, (b) the Department's grievance procedures, (c) Contractor's contact information, and (d) written instructions regarding the Equipment. All written documentation and Equipment instructions must be provided in both English and Spanish.

7.2 The LACOMS Tracking Devices must initially be installed by Contractor for OMP Participants at the Department's IRC, CRDF and PDC. The County reserves the right to add additional installation facilities at any time during the Term of the Contract.

- 7.3 Contractor must instruct OMP Participants who are RF tethered to go home immediately to establish a connection between the Equipment and the Monitoring Center. For any unsuccessful connections, Contractor must perform remote diagnostics and, where necessary, Contractor must make a follow-up technical service call at OMP Participant's home within 24 hours to remedy connection and/or monitoring issues.
- 7.4 Contractor must work with Department staff to ensure that IWP Participants establish a connection between the Equipment and the Monitoring Center. For any unsuccessful connections, Contractor must perform remote diagnostics and, where necessary, Contractor must make a follow-up technical service call at IWP Participants jail facility within 24 hours to remedy connection and/or monitoring issues.

8.0 HOURS AND DAYS OF SERVICE

- 8.1 Contractor staff must be available to provide enrollment, orientation, and Equipment installation/removal services every Business Day, as required by the County. Orientation and installation must take place during business hours, up to two sessions per Business Day. Sessions will be mutually scheduled between the Department and Contractor based on the volume of regularly scheduled referrals. Sessions must begin at the agreed-upon scheduled time and continue until the processing of all referrals has been completed (e.g., M-F, 11am-12pm and 4pm-5pm).
- 8.2 Contractor staff assigned to Active Case Management and/or Active Monitoring must be available to provide alert services 24/7, 365 days a year.

9.0 ELECTRONICALLY MONITOR PARTICIPANTS ON A CONTINUOUS BASIS

- 9.1 Participants must be electronically monitored, accounted, and documented by Contractor's Monitoring Center on a 24/7 hour basis. Non-compliance of the continuous monitoring Requirements will be subject to the assessment of service credits as defined in Attachment A-2 (Performance Requirements Summary (PRS) Chart) to this SOW.
- 9.2 Contractor must send Participant violation alerts to authorized Department staff identified in the referral, via email, text message, and/or voice calls at the sole discretion of the Department. Contractor must make notifications to authorized Department staff, based on the alert type and within the time frames specified in the agreed-upon Notification Requirements Matrix and in Exhibit B (Business and Technical Requirements) to the Contract.
- 9.3 Upon the occurrence of Equipment-related alerts (e.g., power/phone disconnect/reconnect, cannot connect, low battery, shielded), Contractor must contact the OMP Participant to resolve the alerts. After the initial telephone call,

Contractor must place telephone calls to the Participant every two hours until the tamper alert is reset or transmitter is replaced. Contractor must coordinate with the Department to resolve Equipment-related alerts for IWP Participants.

- 9.4 Contractor must maintain records of all notifications which include, but may not be limited to, date/time stamp of the notification, type of alert, method(s) of notification, and Department staff notified. Contractor must document in the System all telephonic communications between Contractor and the Participant, and Contractor and the Department. Records of all notifications and telephonic communication must be made available to the Department at any time upon request.

10.0 MANAGE CHANGES IN CASE PLANS

- 10.1 Prior to commencement of Services, the Department and Contractor must mutually establish and document the parameters for accepting and processing Participant case plan changes in the PCD.
- 10.2 Contractor must make changes in case plans based upon Participant's work hours, travel time, and outside activities that have been documented and approved by Department staff.
- 10.3 Any Participant case plan change initiated by Department staff will be requested via the System, or alternatively by email or telephone. Contractor must make the change in the System within 24 hours of the Department's request.
- 10.4 All Participant case plan changes must be made in accordance with the parameters agreed upon by Contractor and the Department. All Participant case plan changes must be accessible in the System by both the Department and Contractor. Parameters may only be changed with written approval from authorized Department staff. For quality control purposes, all changes made to case plans must be dated and time stamped by the System for possible audit review and historical accuracy.

11.0 ACTIVE CASE MANAGEMENT - OMP PARTICIPANTS

- 11.1 Contractor must provide Active Case Management for select OMP Participants designated by the Department. Contractor is responsible for ensuring program compliance by all such OMP Participants.
- 11.2 Contractor must maintain and update electronic case files that, at a minimum:
- a. Consist of the referral, initial assessment data (including program goals), ongoing case plans, progress reports, and other program data related to the OMP Participant, and
 - b. Collect employment and school verification documentation, as applicable.

- 11.3 Case files must be updated periodically to reflect current program data for OMP Participants based on information obtained during meetings with OMP Participants, performance in the program, and other follow-up activities.
- 11.4 Contractor's case managers must:
- Monitor and/or verify OMP Participant's activities,
 - Maintain curfew schedules,
 - Notify the Department of program violations by OMP Participants,
 - Meet with OMP Participants as requested on the referral,
 - Attend periodic status meetings with County Project Manager, and
 - Testify in court, when requested by the Department or otherwise ordered by the court, at no additional cost to the County.
- 11.5 Contractor's case managers must meet face-to-face with OMP Participants as necessary; at least once per month but not more than once per week. The frequency of meetings will be determined by the Department in conjunction with Contractor and will be based on the OMP Participant's pre-release risk assessment. At meetings, Contractor's case managers must, at a minimum, review the OMP Participant's monitoring activity, collect documentation for all OMP Participant's outside activities, check the Equipment for signs of tampering, and review the OMP Participant's curfew schedule. Records from these meetings must be maintained in the OMP Participant's electronic case file and must be entered into the System within 24 hours following the meeting.
- 11.6 Contractor must ensure that all OMP Participant data is kept confidential and any personally identifiable information is encrypted.
- 11.7 Contractor must provide an audit trail, to the Department, of all case files that were reviewed on a regular basis.
- 11.8 Complete electronic case files must be available to the Department via the System at all times.

12.0 PROGRAM COMPLETION SERVICES

- 12.1 The Department will send a completion/termination notice to Contractor notifying Contractor of a Participant's conclusion in the LACOMS program. Notices will be sent via the System and secondarily by email or telephone, at least 24 hours in advance of Participant's end date, whenever possible. Contractor must end Participant participation in the program based upon the end date provided by the Department.
- 12.2 Contractor must prepare a completion report within one Business Day from the end date stated on the completion/termination notice. The completion report must

include, at a minimum, Participant's name and booking number, date and time of conclusion, and reason for ending. The Participant must no longer appear as an active Participant in the System once participation in the program has ended.

- 12.3 As a condition of release from custody and/or program completion process, Participants will be required to return all Equipment to Contractor. Contractor is responsible for securing the return of all Equipment. Contractor must remove Tracking Devices and retrieve all Equipment at a location and time designated by the Department. However, the County reserves the right to remove the Tracking Device from the Participant, if needed, at the County's sole discretion. The County is not responsible for any loss, damage, or misuse of Equipment by Participants or the Department.

13.0 PROVIDE WEB-BASED QUERY ACCESS

- 13.1 Contractor must provide authorized Department staff with a web-based, password-protected, dual-authenticated, query access to Participants' monitoring and tracking data, including, but not limited to, enrollment, notifications, reports, and other data, as further described in Exhibit B (Business and Technical Requirements) to the Contract.
- 13.2 The Department's Custody Classification staff will manage user accounts with permission to access the System.
- 13.3 Notwithstanding the above, the Department has moved to Active Directory Federation Services (ADFS), as specified in requirement 6.7 of Exhibit B (Business and Technical Requirements) to the Contract. The System must be ADFS compatible either upon execution of the Contract or within six months of execution of the Contract. This capability will provide authorized Department staff access to the monitoring and tracking data. The Department will use the data to provide the justice community with timely, accurate, complete, and accessible information in a secure and trusted environment. For those Participants with GPS electronic monitoring, Contractor must provide the Department with access to geographical displays using mapping software.
- 13.4 Non-compliance with the web-based query access system performance requirements specified in Exhibit B (Business and Technical Requirements) to the Contract will subject Contractor to service credits as defined in Attachment A-2 (Performance Requirements Summary (PRS) Chart) to this SOW.

14.0 CONDUCT PERIODIC STATUS MEETINGS

Contractor must meet with County Project Manager on a weekly basis, or as-needed, to review status, goal achievement, plans, and issues as a means to assess progress and to ensure that the LACOMS program is meeting the Department's objectives.

15.0 EQUIPMENT, INVENTORY

- 15.1 Contractor must provide and maintain backup/replacement inventory equal to or exceeding 25% of the actual number of Tracking Devices in use by the County for the preceding month. Tracking Devices in transit and/or pending delivery are not considered a part of the County inventory. There will be no limit on the number of Tracking Devices kept in the County inventory.
- 15.2 Contractor must replace any inoperable Tracking Devices in the County's possession, as needed.

16.0 MANAGEMENT REPORTS

- 16.1 The System must enable the Department to generate and review on-line monitoring/tracking reports, including pdf format reports when necessary. Final report structure and content must be agreed upon in writing by both parties upon execution of the Contract.

The reports must include, but not be limited to:

- Daily Status Reports

Comprehensive daily status reports must be available consisting of chronological lists of all compliant and non-compliant activity for each Participant, including date and time of occurrence. The daily status reports must also include Participant's name, curfew schedule, case manager comments, references to any alerts, and Equipment description.

- Alert Reports

Alert reports for all active Participants who had at least one alert must be provided on-demand. The alert reports must list the type of alert and all compliant and non-compliant data for each Participant.

- Summary Management Workload Reports

Statistical reports must be provided on a daily, weekly, monthly, and annual basis summarizing number of enrollments, number of terminations, average length of stay in program, number of alerts subdivided by the number and percentage of each alert type, number of contacts subdivided by the number and percentage of each contact type, and related summary statistics.

- Other Reports

Contractor must provide all reports specified in Exhibit B (Business and Technical Requirements) to the Contract, in addition to other management and statistical reports (such as the number of Equipment failures and number of Participants by type of offense), from the System.

16.2 Upon request by the Department, Contractor must provide new customized reports, at no additional cost to the County. The Department's process for requesting customized reports and the time frame for delivery by Contractor must be agreed upon in writing by both parties and documented in the PCD.

17.0 TRAINING SERVICES

Contractor must provide training services to Department staff on all aspects of using the System, Equipment, and Services based upon the training plan specified in the PCD.

17.1 Training services must include instructions in the use of on-line queries, updates, navigation, mapping capability, report generation, and other functions of the System.

17.2 Four training sessions must be held at a Department-designated location, upon request by the Department, for the duration of the Contract Term, and additional training session must be held at a Department-designated location every six months.

17.3 Training materials and documentation must be made available to support ongoing training requirements and day-to-day use of the System.

17.4 Contractor must provide webinar training sessions on an ongoing basis at the request of the Department, at no additional cost to the County. These webinar training sessions will be scheduled on-demand and tailored to the Department's training needs. Contractor's training must, at a minimum, include the following topics:

- System overview,
- On-line access and data entry,
- Report generation,
- Special queries and ad-hoc reports,
- Equipment installation procedures,
- Inclusion and exclusion zones, and
- Troubleshooting.

17.5 At the discretion of the County, Contractor must provide annual on-site training to Department staff on the installation and removal of the Tracking Devices. Tracking Devices must come with an installation and removal kit containing all necessary tools to install, remove, activate or deactivate the Tracking Device, including a quick installation user guide.

18.0 DATA PROCEDURES

- 18.1 Contractor must maintain complete and accurate records regarding a Participant's participation in the program.
- 18.2 The System must only allow authorized users to view specific Participant data and reports.
- 18.3 Contractor must track and log all authorized and unauthorized, successful and failed user access attempts to the System. Contractor must log security administration activities and make all logs available to the Department, upon request.
- 18.4 Contractor must not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, reports, publications, updates, and/or statistical data to any entity, without a court subpoena, or without prior written approval from County Project Manager.
- 18.5 Contractor's data destruction plan must include written policies and procedures for the removal, storage, and destruction of documents or data files that contain any County information including but not limited to, Participant information, System performance, complaints, invoices, technical advice and/or enhancements, System problems, any written documentation/meeting notes on performance or compliance issues, and meetings where the County and Contractor met prior to the removal, storage or destruction of said documents and/or data. A complete list of all documents and/or data being considered for removal or destruction must be submitted to the County for approval prior to removal or destruction.
- 18.6 Contractor must advise in writing, the names of each of its employees, agents, and Subcontractors performing Work or having access to Participant data under the Contract, of the confidentiality requirements associated with the possession of Criminal Offender Record Information [see Exhibit N (Supplemental Confidentiality of CORI Information – LASD) to the Contract], including the potential for criminal penalties should confidential information be released to unauthorized persons [see Paragraph 7.6 (Confidentiality and Security) of the Contract].
- 18.7 All Participant data in the System must be made available for download, as described in Exhibit B (Business and Technical Requirements) to the Contract.

19.0 NEW TECHNOLOGIES

Contractor must advise the County of any and all innovations and new Equipment in the electronic monitoring industry. The County must be given the opportunity to incorporate improved electronic monitoring technologies as Contractor makes modifications and/or enhancements to its Equipment and monitoring capabilities. Contractor must provide

written notification to the County at least 30 Days prior to any implementation of new technology, or any other changes that could affect the Services provided to the County.

20.0 COUNTY RESPONSIBILITIES

All law enforcement services, such as arrest of Participant for violation of home detention conditions or entry into an inclusion or exclusion zone, will remain a Department function.

21.0 QUALITY CONTROL PLAN

21.1 Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of Service throughout the Term of the Contract. The plan must include, but not be limited to:

- Activities to be monitored to ensure compliance with all Contract Requirements,
- Method of monitoring to ensure that all Contract Requirements are being met,
- Frequency of monitoring,
- Samples of forms to be used in monitoring,
- Title/level of qualifications of Contractor staff performing monitoring functions, and
- Documentation of all monitoring results, including any corrective action taken.

21.2 Contractor must provide access, at any time, for the County to inspect records, offices or facilities being maintained in conjunction with this program.

21.3 In the event of a complaint by the County, Contractor must investigate and respond to the County in writing within five Business Days from receipt of complaint. The response must include a statement of the facts, whether the allegation is true or false, corrective action taken or planned, if applicable, and controls to prevent reoccurrence of the problem.

ATTACHMENT A-1

XML SYSTEM INTERFACE WITH RAJIS

ATTACHMENT A-1 XML SYSTEM INTERFACE WITH RAJIS

This Exhibit A-1 (XML System Interface with RAJIS) to Exhibit A (Statement of Work) provides an overview of the System interface Requirements.

Contractor must provide a System interface to enable the electronic transfer of enrollment data from the Department's Replicated Automated Justice Information System (RAJIS) to Contractor's System database. The objective is to minimize redundant data entry by users during Participant enrollment as well as reduce data entry errors resulting from manual re-entry of key data elements. The remote-hosted System database will require secure access to limited data originating in RAJIS. RAJIS is built upon Oracle database version 12.1, and is hosted in the Department's data center.

Contractor's access to the Department's enrollment data must be achieved through an XML interface developed by Contractor, using a secure web service. Upon entry of a booking number in Contractor's System database, the web services interface will be invoked to initially populate partial enrollment data available in RAJIS using an approved/appropriate database view. Upon inmate authentication, data will be transferred to Contractor-hosted database server. All Personally Identifiable Information (PII) data at rest must be encrypted.

Table A-1.1 below identifies data elements for inclusion in the interface. This list may be modified to include/exclude certain data elements based on Contractor's database and enrollment data-entry requirements, with agreement of County Project Manager.

**Table A-1 .1
Possible System Interface Data Elements**

<u>Name</u>	<u>Type</u>	<u>Description</u>
BOOKING_NO	N(9)	Booking No
BKG_INMATE_FIRST_NAME	X(12)	Inmate First Name
BKG_INMATE_LAST_NAME	X(15)	Inmate Last Name
BKG_INMATE_MIDDLE_NAME	X(9)	Inmate Middle Name
BKG_INMATE_SUFIX	X(3)	Suffix (Jr, Sr, I, II, III etc.)
INMATE_ADDR_APT_NO	X(5)	Apartment number
INMATE_ADDR_CITY	X(20)	City - Free form
INMATE_ADDR_ST	X(2)	State
INMATE_ADDR_STREET_DIR	X(2)	Street direction
INMATE_ADDR_STREET_NAME	X(20)	Street name
INMATE_ADDR_ZIP	9(5)	Zip - free form
INMATE_PHONE_NO	9(10)	Telephone number (area code + 7 digits)
INMATE_STREET_NO	X(10)	Street number
MONTHS_AT_CURR_RES	9(2)	Months at current residence

<u>Name</u>	<u>Type</u>	<u>Description</u>
YRS_AT_CURR_RES	9(2)	Years at current residence
EMP_AT_TIME_OF_ARR	X.	Employed at time of arrest
EMP_EMP_APT_NO	X(5)	Employer Apartment
EMP_EMP_CITY	X(20)	Employer City
EMP_EMP_PHONE	9(10)	Employer location (area code + 7 digits)
EMP_EMP_STATE	X(2)	Employer location
EMP_EMP_STREET_DIR	X(2)	Employer location
EMP_EMP_STREET_NAME	X(20)	Employer location
EMP_EMP_STREET_NO	X(10)	Employer location
EMP_NO_OF_MONTHS	9(2)	Employment Duration
EMP_NO_OF_YEARS	9(2)	Employment Duration
BKG_AGE	9(2)	Inmate's age
BKG_MAIN_NO	X(9)	LACRIS number (finger based id)
BKG_DATE_OF_BIRTH	DATE	Inmate's Date of Birth
BKG_DRIV_LIC_NO	X(8)	Drivers License number
BKG_DRIV_LIC_ST	X(2)	State which issued DL
BKG_EYES	X(3)	Eye color - validated
BKG_HAIR	X(3)	Hair color - validated
BKG_HEIGHT	X(3)	Inmate's height (300 - 811)
BKG_OCCUP_CODE	X(2)	Validated from OCCUPATION-LOOKUP table
BKG_RACE	X.	Race

ATTACHMENT A-2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Attachment A-2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

ITEM NO.	SPECIFIC PERFORMANCE REFERENCE	SERVICE	NON-COMPLIANCE SERVICE CREDITS TO BE ASSESSED
1	Exhibit B, Req. No. 11.1	The System must be available 99.96% of the time other than planned and approved downtime.	\$1000 for each occurrence in which the System availability is less than 99.96%, excluding planned and approved downtime.
2	Exhibit A (SOW), Paragraph 5.2 Exhibit B, Req. No. 2.4d	In the event of System disruption, malfunction, or failure, unscheduled downtime must not exceed 60 minutes concurrent, per occurrence.	\$1000 for each occurrence System downtime exceeds 60 minutes.
3	Exhibit B, Req. No. 5.3	The Department must be notified within two minutes via telephone, text message and/or email of an alert.	\$500 for each occurrence of failure to notify the Department within two minutes of the alarm.
4	Exhibit B, Req. No. 5.5a-g	The Department must be notified within two minutes via telephone, text message and/or email of an alarm due to: entry into an exclusion zone, curfew violation, Equipment removal or tampering, unauthorized absence from an inclusion zone, shielding of the Tracking Device, Equipment malfunction, low battery condition, location verification failure from GPS signal loss, or Tracking Device communication failure due to cellular transmission loss.	\$500 for each occurrence of failure to notify the Department within two minutes of the alarm.
5	Exhibit B, Req. No. 5.6	The Department must be notified within 15 minutes via telephone, text message and/or email of an alert due to	\$500 for each occurrence of failure to notify the Department within 15 minutes of the alarm.

		unauthorized movement of the base station.	
6	Exhibit A (SOW), Paragraph 7.3 (Orientation and Equipment Installation)	In the event of an unsuccessful connection for an RF Tethered Participant, Contractor must make a home or jail facility follow-up technical service call within 24 hours to remedy connection and/or monitoring issues.	\$500 for each occurrence of a failure to make a follow-up technical service call within 24 hours to remedy connection and/or monitoring issues.
7	Exhibit B, Req. No. 2.2	Telephone technical support must be available 24 hours per day/7 days a week.	\$100 for each occurrence in which technical support is not available via a telephone call.
8	Exhibit A (SOW), Paragraph 4.2 (Develop and Implement Interface to Department's Jail Management System)	Contractor must deliver interface to the Department by the scheduled completion date as agreed upon and documented in the PCD.	\$1,000 for each two-week period that exceeds the agreed upon scheduled completion date in the PCD for delivery of the interface.
9	Exhibit A (SOW), Paragraph 6.0 (Enrollment)	Contractor must enroll Participants within one Business Day of receiving a referral and enrollment package.	\$500 per occurrence of failure to enroll Participant within one Business Day.
10	Exhibit A (SOW), Paragraph 6.3 (Enrollment)	Contractor must establish electronic case files, as applicable.	\$500 per occurrence of Contractor not establishing electronic case files.
11	Exhibit A (SOW), Paragraph 12.1 (Program Completion Services)	Contractor must end Participant participation in the program based upon the end date provided by the Department.	\$500 per occurrence of failure to end Participant participation based upon the date provided by the Department.
12	Exhibit A (SOW), Paragraph 16.2 (Management Reports)	Contractor must provide customized reports, upon request by the Department.	\$500 per occurrence of failure to provide customized reports, based upon Department's request.

EXHIBIT B

BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
1.0 Introduction			
	This set of requirements is not exhaustive. Contractor must follow Business and Technical Requirements as minimum requirements. An attempt has been made to provide an overview of the processes and procedures which, together with Exhibit A (Statement of Work), describe in sufficient detail the Department's Work requirements. The term 'System' used in this document refers to Contractor's Monitoring Center System.		
2.0 Monitoring Center			
2.1	The Monitoring Center generates alert notifications to designated Department staff on a 24/7 basis.	M	Yes
2.2	Monitoring Center staff is accessible to designated Department staff 24/7 through a toll-free telephone number for both monitoring support services and technical support. The toll-free telephone number must be provided prior to the initiation of Work under the Contract.	M	Yes
2.3	The Monitoring Center security protocols (physical/virtual) are compliant with Department network and data security policies.	M	Yes
2.4a	The Monitoring Center is duplicated at a secondary (backup) Monitoring Center that provides full operational functions in the event the primary Monitoring Center is disabled.	M	Yes
2.4b	The secondary Monitoring Center is located, at a minimum, 500 miles away from the primary center, such that it is unlikely to be adversely affected by a manmade or natural disaster that could disable the primary Monitoring Center.	M	Yes
2.4c	The Monitoring Centers are located within the continental United States of America.	M	Yes
2.4d	In the event of primary Monitoring Center disruption, the secondary (backup) Monitoring Center is activated and fully functional within 60 minutes of initial system failure.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
2.5	The Monitoring Centers are secure against unauthorized entry.	M	Yes
2.6	The Monitoring Center contents are safe from theft or loss.	M	Yes
2.7	At a minimum, the Monitoring Centers use a comprehensive intrusion alarm system which is monitored by a local law enforcement agency or security company.	M	Yes
2.8a	The Monitoring Centers provide the capability for every human voice call in and out of the System to be recorded with a transaction record.	M	Yes
2.8b	The transaction record indicates the number dialed, incoming number, and the length and resolution of the call.	M	Yes
2.8c	The transaction record is made available to authorized County personnel upon request.	M	Yes
2.9	The Monitoring Centers receive confirmation via a telephone call, email, or text message that alert notifications were received/acknowledged by Department staff.	M	Yes
2.10	The Monitoring Centers escalate an alert notification to the next designated Department contact if the initial contact does not acknowledge receipt of the alert notification within Department-specified time.	M	Yes
2.11	The Monitoring Centers define the level of an alert notification based on protocols established by the Department.	M	Yes
2.12	Monitoring Center staff respond to inquiries from Department staff within two minutes of request.	M	Yes
2.13	The Monitoring Centers remotely activate or deactivate Global Positioning System (GPS) tracking services for a Participant within 30 minutes after receipt of notification from the Department.	M	Yes
3.0 Tracking Device			
3.1	The Tracking Device transmits Participant's data to the Monitoring Center.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
3.2	The Tracking Device receives and transmits signals utilizing GPS technology.	M	Yes
3.3	The GPS receiver is embedded within the Tracking Device.	M	Yes
3.4	The Tracking Device acquires GPS signals within two minutes when placed in an outdoor environment.	M	Yes
3.5	The Tracking Device is programmable to vary the rate of recording and reporting of GPS position data.	M	Yes
3.6a	The Tracking Device can be paired with a home monitoring unit (base station) to improve accuracy of tracking a Participant at the residence where GPS tracking may be impaired.	M	Yes
3.6b	The base station is available at no additional cost to the County.	M	Yes
3.7a	The base station receives signals from Tracking Device and transmits information to the Monitoring Center using the residence's telephone service.	M	Yes
3.7b	The base station transmits the information either by hard wired or cellular telephone service.	M	Yes
3.8	The base station may be configured to use radio frequency (RF), Wi-Fi, Bluetooth, or other available technology.	M	Yes
3.9	The Tracking Device is tamper-resistant.	M	Yes
3.10	The Tracking Device has a tamper alert which transmits an alert signal when the Tracking Device has been removed or if the strap is cut or otherwise tampered with.	M	Yes
3.11	The Tracking Device is hypoallergenic, sealed, shock resistant, and water/moisture resistant.	M	Yes
3.12	No special hand tools are needed to install the Tracking Device.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
3.13	Once properly installed on the Participant's ankle, the Tracking Device cannot be removed without compromising the strap and/or Tracking Device.	M	Yes
3.14	The Tracking Device does not pose a safety hazard or a risk of harm or danger to, or other adverse impact on, the Participant or others.	M	Yes
3.15	The Tracking Device operates at temperatures in the range of -20 degrees Celsius to +60 degrees Celsius.	M	Yes
3.16	The Tracking Device records the Participant's location point at least once every 60 seconds.	M	Yes
3.17	The Tracking Device emits or downloads signals to the Monitoring Center at least once every minute.	M	Yes
3.18	The Tracking Device emits alert conditions to the Monitoring Center immediately.	M	Yes
3.19a	The Tracking Device has a central processing unit (CPU) and internal memory to store at least 2,880 GPS points representing approximately two days' worth of location and data if communication is disrupted for any reason.	M	Yes
3.19b	Retransmission of data occurs immediately when connectivity is restored.	M	Yes
3.20a	The Tracking Device has internal diagnostics that can determine if it is operating properly.	M	Yes
3.20b	The Tracking Device has the ability to relay the diagnostics information to the tracking System.	M	Yes
4.0 Battery			
4.1	The Tracking Device is equipped with an electronic charger device that uses 110V AC power for home use.	M	Yes
4.2	The Tracking Device batteries are not removable or replaceable.	M	Yes

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
4.3	The Tracking Device batteries are permanently sealed within the Tracking Device case.	M	Yes
4.4	The Tracking Device batteries have an active life of at least 18 months.	M	Yes
4.5	The Tracking Device batteries have a shelf life of at least two years.	M	Yes
4.6	The Tracking Device batteries hold a single charge for a minimum period of 24 hours while performing one minute GPS acquisition and downloading data to the System at least once every ten minutes without the use of additional accessories.	M	Yes
4.7	The Tracking Device batteries recharge to maximum capacity within four hours from a complete dead battery status.	M	Yes
5.0 Alerts and Notifications			
5.1	Proposer must describe, in the comment section, the alert feature to notify, detect, record, and report when there is interference or jamming signals present that are disrupting the receipt of GPS signals.	M	Yes
5.2	Alert notifications of violations by Participants include, but are not limited to:		
5.2a	Participant's name	M	Yes
5.2b	Booking number	M	Yes
5.2c	Main number	M	Yes
5.2d	Type of alert	M	Yes
5.2e	Date and time of violation	M	Yes
5.2f	Location of the Participant's last known location.	M	Yes
5.2g	Follow-up action, if any	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
5.3	The System sends alerts to designated Department staff via e-mail, text message, and/or voice calls at the discretion of the Department.	M	Yes
5.4	Alert notifications to the Department are sent automatically or manually by Monitoring Center staff.	M	Yes
5.5	Alert notifications to the Department are sent within two minutes, for the following:		
5.5a	Participant entry into an exclusion zone.	M	Yes
5.5b	Participant curfew violation.	M	Yes
5.5c	Participant removing or tampering of Equipment.	M	Yes
5.5d	Unauthorized absence from an inclusion zone.	M	Yes
5.5e	Participant shielding the Tracking Device.	M	Yes
5.5f	Equipment malfunction or low battery condition.	M	Yes
5.5g	Location verification failure from GPS signal loss or Tracking Device communication failure due to cellular transmission loss.	M	Yes
5.6	Alert notifications are within 15 minutes of an alert due to unauthorized movement of the base station.	M	Yes
6.0 System			
6.1	The System has Internet security features, including:		
6.1a	256-bit encryption.	M	Yes
6.1b	Secure Sockets Layer (SSL)	M	Yes
6.1c	Multiple firewalls to ensure the security of Participant data.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
6.2	The System has infrastructure and application security to prevent unauthorized access to the System.	M	Yes
6.3	The System has host intrusion detection software to monitor unauthorized activity.	M	Yes
6.4	The System allows Department staff to make real-time modifications of alert parameters using a secure web application.	M	Yes
6.5	The System's automated data security functions provide information on attempted intrusions and other relevant or useful information within two hours to Department designated staff.	M	Yes
6.6	The System allows user accounts to be established by a limited number of authorized Department staff with System administration privileges.	M	Yes
6.7	User accounts are managed by Active Directory Federation Services (ADFS).	M	Yes
6.8	Participant data is accessible by authorized Department staff in a secure web-based HTTPS environment.	M	Yes
6.9	The System is capable of identifying a shielded Tracking Device.	M	Yes
6.10	At the Department's option, new fields can be added to the Participant database and made available for query and reporting functions, at no additional cost to the County.	M	Yes
6.11	Participant data includes, but is not limited to:		
6.11a	Enrollment data	M	Yes
6.11b	Case plans and case notes	M	Yes
6.11c	Inclusion/exclusion zones	M	Yes
6.11d	Curfew rules	M	Yes
6.11e	Alerts	M	Yes

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
6.11f	Historical and current location data	M	Yes
6.11g	Termination data	M	Yes
6.11h	Other relevant data as determined by the Department.	M	Yes
6.12	The System stores and retrieves the following information for Participants based upon data received from their Tracking Device:		
6.12a	Location	M	Yes
6.12b	Direction	M	Yes
6.12c	Latitude and longitude	M	Yes
6.12d	Speed of movement	M	Yes
6.13a	The System automatically evaluates incoming Participant data from a Tracking Device to determine if an alert should be activated based upon predefined rules in the database.	M	Yes
6.13b	The predefined rules for alerts are established by the Department and updated in the database by Contractor staff.	M	Yes
6.14	The System provides Monitoring Center staff and Department staff with the tools to track and evaluate alerts and support the notification of Department staff based upon predefined rules.	M	Yes
6.15	The System allows for assignment of inclusion and exclusion zones and associated curfew times for individual Participants.	M	Yes
6.16	The System allows creation of template zones applicable to a defined group of Participants (e.g., areas around playgrounds or schools).	M	Yes
6.17	The System allows for the input of multiple curfews for each day of the week.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
6.18	The System supports permanent and temporary schedules without having to delete any schedule information.	M	Yes
6.19	The System permits unlimited number of zones for an individual Participant with allowable times associated with each zone.	M	Yes
6.20	The System allows Monitoring Center staff entering inclusion and exclusion zone data the capability to draw points, form circles, squares, rectangles, and/or polygons based on inclusion and exclusion zone data provided by the Department.	M	Yes
6.21a	The System allows web-based queries of current and historical data for a Participant inclusive of the data sets identified in 6.22 below.	M	Yes
6.21b	Query parameters minimally include Department-supplied identification numbers and Participant name.	M	Yes
6.22	The System allows web-based queries of:		
6.22a	Alerts by type for a specified date and time range.	M	Yes
6.22b	Individual Participants at a location for a specified date and time range. This functionality also includes the capability for event detection queries. Event detection queries allow the Department to locate individual Participants that were around a specified location for a given time period and distance range.	M	Yes
6.23	At the Department's option, any and all other data fields in the Participant database can be queried as necessary for reporting purposes, at no additional cost to the County.	M	Yes
6.24	The System indexes Participant data using the following key fields:		
6.24a	Booking number (unique to each stay in Custody).	M	Yes
6.24b	Main number (unique to each Participant based upon positive identification).	M	Yes
6.25	The System can export all data into:		

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
6.25a	Microsoft Excel	M	Yes
6.25b	Adobe PDF	M	Yes
6.25c	GIS format	M	Yes
6.26	New updates and/or patches to the System are remotely installed on all Tracking Devices.	M	Yes
6.27	The System saves all updates to Participant, demographic information, and/or monitoring data.	M	Yes
6.28	The System provides continuous electronic monitoring with prohibitions against unauthorized access.	M	Yes
6.29	The System allows user accounts to have a minimum of three assigned roles with security permissions defined by the Department (e.g., system administrator role, end user role with update privilege, end user role with query access only, etc.).	M	Yes
7.0 Alcohol Monitoring Capability			
7.1	The Tracking Device samples the insensible perspiration on Participant's skin to measure for alcohol consumption.	M	Yes
8.0 Mapping Capability			
8.1	The System's mapping component tracks Participant's movement history.	M	Yes
8.2	The System's mapping component includes the capability to replay tracking history by date and time with rewind and fast forward functionality that displays a time series of Participant movements for a specified time period.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
8.3	The System provides unlimited access to the most up-to-date maps available with graphics, aerial photography, ability to update maps with public places of interest, icon references, including, but not limited to, schools, day-care centers, parks, and other areas of interest specific to each geographical area.	M	Yes
8.4	The System's mapping component provides the capability to re-size and reset inclusion and exclusion zones using x, y coordinates.	M	Yes
8.5	The System's mapping component provides the capability to display street names, schools, freeways, and other landmarks.	M	Yes
8.6	The System's mapping component provides the capability to pan and zoom in/out on the position of the Participant.	M	Yes
8.7	The System's mapping component provides the capability to print selected maps.	M	Yes
8.8	The System's mapping component provides the capability to view the movement of multiple Participants at the same time.	M	Yes
8.9	The System's mapping component provides the capability to display maps with street and aerial views of Participant locations through the web-based user interface based upon user-specified parameters.	M	Yes
8.10	The System provides three levels of mapping options:		
8.10a	Satellite images	M	Yes
8.10b	Street maps	M	Yes
8.10c	Hybrid maps (satellite images overlaid with street maps).	M	Yes
8.11	The System allows user to change the display view at any time while viewing the Participant's locations.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
8.12	The System's mapping component supports the generation of ad-hoc reports with a Department user-defined parameter.	M	Yes
8.13	The System's mapping component has the capability to quickly zoom in to street level including displaying places of interest frequented by Participants.	M	Yes
8.14	The System's mapping component saves/bookmarks mapped locations that can be easily accessed by users.	M	Yes
8.15	The System's mapping component provides exporting of data for:		
8.15a	Video capturing	M	Yes
8.15b	Printing to a minimum 600 dpi resolution.	M	Yes
8.16	The System's mapping component is capable of quickly loading 24 hours of GPS points, subject to a specified date/time selection.	M	Yes
8.17	The System's mapping component displays a minimum of seven days of GPS points for an individual Participant at one time based on the time the information is accessed.	M	Yes
8.18	When multiple days are loaded, the System distinguishes between each calendar day (by color code or some other means) to identify patterns of travel and locations frequented.	M	Yes
8.19	The System's mapping component is able to "play back" a time visualization of GPS points.	M	Yes
8.20	The System's mapping component allows for filtering of GPS points to display:		
8.20a	Time of day	M	Yes
8.20b	Duration of stay	M	Yes
8.20c	Speed of travel	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
8.21	The System's mapping component displays various map types that may be selected by the user, including, but not limited to:		
8.21a	Satellite	M	Yes
8.21b	Roads	M	Yes
8.21c	Birds eye	M	Yes
8.21d	Street	M	Yes
9.0 Crime Scene Correlation Mapping Analysis			
9.1	The System has a component that correlates crime scenes and incident report data collection.	M	Yes
9.2	Crime scene correlation mapping reports are generated on a daily basis and in accordance with Department specifications.	M	Yes
9.3	Crime scene correlation mapping is available on a near "real time" basis immediately upon request and notification by the Department.	M	Yes
9.4	The System's crime scene correlation mapping analysis identifies when one or more Participants on GPS tracking were in the vicinity of a crime.	M	Yes
9.5	The System's mapping analysis provides simultaneous locations for all Participants assigned to GPS tracking in relation to the location, date and time of a crime and the speed and direction of the Participant's travel.	M	Yes
9.6	The System's crime scene correlation maps are easy to navigate both forward and backwards in time for an accurate depiction of a Participant's position relative to criminal activity.	M	Yes
9.7	Mapping information includes Participant's time in each area, speed and direction of travel, to allow for rapid investigative crime analysis.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
9.8	All crime scene correlation services are provided by Contractor at no additional cost to the County and approved law enforcement agencies.	M	Yes
9.9	The System analyzes locations frequented by a Participant to identify places previously visited as well as new locations, for rapid investigative crime analysis.	M	Yes
10.0 Data			
10.1a	Participant data is maintained in the System database for 12 months after Participant termination.	M	Yes
10.1b	Post-termination Participant data is available to Department staff through the web-based query process.	M	Yes
10.2	Data for Participants that have been terminated from the program for 12 months or more is electronically archived until the Department requests that data be purged.	M	Yes
10.3	Purged data is transferred to the Department via an agreed-upon storage media, as determined by the Department, at no additional cost to the County.	M	Yes
10.4	Data is accessible through password-protected, role-based user accounts.	M	Yes
11.0 Minimum Performance			
11.1	The System's monitoring functionality and data storage has redundancy and failover capability to ensure 99.96% availability of the System, excluding planned and approved downtime.	M	Yes
11.2	The System has data recovery capability such that no more than 30 minutes of data is lost and has a recovery time objective to a secondary site of four hours.	M	Yes
11.3	During a system failover at the primary center, all data is stored until successfully transferred.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
11.4	The System accurately provides indoor location tracking data, within 20 meters or less, 95% of the time.	M	Yes
11.5	The System accurately provides outdoor location tracking data, within 10 meters, 90% of the time in an open-air environment with no obstructions.	M	Yes
11.6	The System accurately provides location tracking data, within 30 meters, 90% of the time when placed in an 8-foot single story structure.	M	Yes
11.7	Data collection rate: The System has an adjustable data collection rate that ranges from at least one location point per minute to one location point every 15 minutes.	M	Yes
11.8	Data upload rate: The System has the capability to upload data points at a minimum of once every 15 minutes.	M	Yes
11.9	On-demand location: The System is able to provide an on-demand location and status update within three minutes of the request.	M	Yes
11.10a	Response time for all standard web-based transactions averages two seconds or less during peak time usage of the System.	M	Yes
11.10b	Response time for complex queries (e.g., multiple Participants and/or real-time instant locations) does not exceed 30 seconds.	M	Yes
11.11	The System provides for 100% redundancy to avoid excessive downtime due to hardware or software issues.	M	Yes
11.12	The System has a timeout function after 15 minutes of no user activity.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
11.13	The System incorporates non-volatile memory that stores at least ten days' worth of events (with date and time of occurrence) at a collection rate of one point per minute.	M	Yes
11.14	The System's non-volatile memory retains unreported events and reports them once power/cellular services have been restored, including date & time of occurrence.	M	Yes
12.0 Reports			
12.1	The System provides the following automatic and on-demand reports:		
12.1a	Daily status reports	M	Yes
12.1b	Alert reports on demand	M	Yes
12.1c	Annual summary reports	M	Yes
12.1d	Management summary statistical workload reports	M	Yes
12.1e	Other related reports as defined in Paragraph 15 (Management Reports) of Exhibit A (Statement of Work).	M	Yes
12.2	The reports are available daily, weekly, monthly, and on an annual basis, summarizing the following:		
12.2a	Enrollments	M	Yes
12.2b	Terminations	M	Yes
12.2c	Average length of time in the program	M	Yes
12.2d	Alerts	M	Yes
12.2e	Contacts	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
12.3	Comprehensive daily status reports are available consisting of chronological lists of all compliant and non-compliant activity for each Participant, including date and time of occurrence.	M	Yes
12.3a	The daily status report also include:	M	Yes
12.3b	Participant's name	M	Yes
12.3c	Curfew schedule	M	Yes
12.3d	Case manager comments	M	Yes
12.3e	References to any alerts	M	Yes
12.3f	Equipment description	M	Yes
12.4	Report formats can be modified, if required, to ensure compliance with the Department's requirements.	M	Yes
12.5	Every field of data in the Participant database can be queried, as necessary, for reporting purposes.	M	Yes
12.6	Alert Reports provide compliant and non-compliant data listings by type of alert for active Participants who had at least one alert.	M	Yes
12.7	Management Reports include information on the following:		
12.7a	New technology employed improvements to Tracking Devices and/or service delivery	M	Yes
12.7b	Dates of training and/or on-site technical assistance	M	Yes
12.7c	Court appearances	M	Yes

EXHIBIT C

PRICING SCHEDULE

PRICING SCHEDULE

TYPE OF MONITORING	Daily Rate* per Participant Years 1 – 3	Daily Rate* per Participant Option Year 1	Daily Rate* per Participant Option Year 2	Daily Rate* per Participant Option Year 3	Daily Rate* per Participant Option Year 4
GPS with Cellular (with Active Case Management)					
Quantity of 1 – 499	5.60	5.60	5.60	5.60	5.60
Quantity of 500 – 999	4.57	4.57	4.57	4.57	4.57
Quantity of 1000 – or more	4.49	4.49	4.49	4.49	4.49
GPS with Cellular (without Active Case Management)					
Quantity of 1 – 499	3.80	3.80	3.80	3.80	3.80
Quantity of 500 – 999	3.55	3.55	3.55	3.55	3.55
Quantity of 1000 – or more	3.35	3.35	3.35	3.35	3.35
RF Tethered – Landline Connection (with alcohol monitoring)					
Quantity of 1 – 499	6.87	6.87	6.87	6.87	6.87
Quantity of 500 – 999	6.59	6.59	6.59	6.59	6.59
Quantity of 1000 – or more	6.53	6.53	6.53	6.53	6.53
RF Tethered – Cell Phone Connection					
Quantity of 1 – 499	3.05	3.05	3.05	3.05	3.05
Quantity of 500 – 999	2.85	2.85	2.85	2.85	2.85
Quantity of 1000 – or more	2.45	2.45	2.45	2.45	2.45

*The Daily Rate per Type of Monitoring will be based on the **total** combined quantity of all Type of Monitoring units in service. The Daily Rate is an all-inclusive rate which includes, but not be limited to, all Services, Taxes, Equipment, Warrant and Maintenance Support, and unlimited access to System by all County Designated Users.

EXHIBIT D & E

COUNTY AND CONTRACTOR ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Roel D. Garcia

Title: Captain

Address: 450 Bauchet Street, Los Angeles, CA 90012

Telephone: (213) 893-5165

E-Mail Address: r2garcia@lasd.org

COUNTY PROJECT MANAGER:

Name: Paxton A. Reinecker

Title: Leutenant

Address: 450 Bauchet Street, Los Angeles, CA 90012

Telephone: (213) 893-5885

E-Mail Address: pareinec@lasd.org

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Alex Madera

Title: ASM III

Address: 211 West Temple St., Los Angeles, CA 90012

Telephone: (213) 229-3276

E-Mail Address: amadera@lasd.org

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

EXHIBIT F1, F2, AND F3

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: [Click or tap here to enter text.](#)

Contract No [Click or tap here to enter text.](#)

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 and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

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

SIGNATURE: _____

DATE: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Employee Name: Click or tap here to enter text.

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 and Confidentiality 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 will 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 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 must 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.

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

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 and Confidentiality 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 will 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.

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 must 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.

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

EXHIBIT G

SAFELY SURRENDERED BABY LAW

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.

EXHIBIT K

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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 will prevail unless stated otherwise.

1. DEFINITIONS

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

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

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- 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 must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

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

The Contractor must 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 must:

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

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must 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 must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- 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 must 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 must 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 must 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 must 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 must 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 must notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must 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. 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 will also apply to all Subcontractors and third parties. The Contractor or third party will 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 will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

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

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, 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 must 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 must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by 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 must 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 must 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 must 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 must 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.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

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 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

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

The Contractor must 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 must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. 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 must record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

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

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

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

Chief Information Security Officer:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Fransiscus X. Gunawan (DISO)
Departmental Information Security Officer
12440 Imperial Hwy., Suite 400 E.
Norwalk, CA 90650
(562) 345-4181

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident,
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified, and
 - v. The name and contact information for the organizations official representative(s), with relevant 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 must 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 will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

14. 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 will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

15. AUDIT AND INSPECTION

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

16. 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 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.

EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

INTENTIONALLY OMITTED

EXHIBIT J

INTENTIONALLY OMITTED

EXHIBIT L

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

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

1. SECURITY POLICY

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

2. PERSONNEL AND CONTRACTOR PROTECTIONS

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

3. REMOVABLE MEDIA

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

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and supplemented by the Health Information Technology for Economic and Public Health Act (HITECH). Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobiles, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 256 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

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

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

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

6. HARDWARE RETURN

Upon termination or expiration of the Contract at any time upon County's request, Contractor must return all hardware, if any, provided by the County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential

Information should not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by the County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company and/or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon the County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section will be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

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

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

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

9. ACCESS CONTROL

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

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

10. SECURITY INCIDENT

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

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- b. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a report of all Security Incidents noting the corrective actions taken to mitigate the Security Incidents. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by County. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedules will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

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

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

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

- (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

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

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

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to the County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under HIPAA and HITECH, will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information," trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), is and will remain the property of the County and the County retains exclusive rights and ownership thereto. The County Data may not be used by Contractor for any purpose other than as required under this Contract, nor may such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Contract, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) will constitute a material breach of this Contract and be

grounds for immediate termination of this Contract in the exclusive discretion of the County.

- d. **Personally Identifiable Information.** “Personally Identifiable Information” means any information that identifies a person, including but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information includes, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information as required by this Contract.
- e. **Return of Confidential Information.** On the County’s written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at the County’s option, all originals and copies of all documents and materials it has received containing County’s Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County’s option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable

form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13 (a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13 (a) and (b) above have been delivered to the County or destroyed, as requested by the County. On termination or expiration of this Contract, the County will return or destroy all Contractor's Confidential Information (excluding items licensed to the County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

EXHIBIT M

COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

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

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

Official's Name

Official's Title

Official's Signature

EXHIBIT N

SUPPLEMENTAL CONFIDENTIALITY OF CORI INFORMATION – LASD

SUPPLEMENTAL CONFIDENTIALITY OF CORI INFORMATION – LASD

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention, or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of Contractor during the legitimate course of your duties, you may have access to CORI. The Los Angeles County Sheriff's Department (Department) has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contact with inmates or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Department is considered a breach of confidentiality, inappropriate, and unauthorized.

Any Contractor employee engaging in such activities is in violation of the Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the California Penal Code.

I have read and understand the Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title of Authorized Representative

Date

All Contractor's staff authorized to perform work under the Contract must complete this form. A fully executed copy(ies) of this form must be provided to County Project Manager prior to commencement of Work under the Contract.

EXHIBIT O

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

Prepared by County: _____

Returned by Contractor: _____

Action Completed Date: _____

DISCREPANCY PROBLEM(S): _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/24/2024	
BOARD MEETING DATE	N/A	
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	NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH LEXISNEXIS VITALCHEK FOR RECORDS PAYMENT AND PROCESSING SYSTEM SERVICES	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The Department plans to negotiate a sole source contract with LexisNexis VitalChek Network, Inc. (VitalChek) for credit payment and processing system services.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current contract with LexisNexis VitalChek ends on April 5, 2025. Per Sole Source Policy 5.100 (Sole Source Contracts and Amendments), advance written notice and justification is to be given to the Board of Supervisors at least six months (October 5, 2024) prior to the expiration of the current contract.	
COST & FUNDING	Total Cost: TBD. While there is no cost to the County for these services, there is a pass-through processing fee charged to our customers, which is industry standard. Pass-through fees TBD through contract negotiations. The initial rate in 2009 was \$6.00 for orders submitted over the internet and \$1.75 for orders through fax, phone or in person. Until 2017, these fees remained stable and thereafter the fee for orders over the internet increased to \$9.00 while the fax, phone, or in person fee remained the same at \$1.75. The fee was raised to pay for the ability to electronically authenticate customers.	Funding source: There is no anticipated financial impact to the County.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The newly established exclusive contract with VitalChek ensures stability, cost maintenance, and eliminates the necessity of system reprogramming for similar functionalities, mitigating the risks of processing issues and customer service bottlenecks that might arise from engaging with alternative vendors in this industry, given the limited options available that align with requirements and background.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Since the inception of our partnership with VitalCheck we have implemented convenient credit card transactions for all public facing counter transactions: vital records, document recording, business filing and registrations, and real estate records copy requests. The RR/CC continues to process transactions via the internet, over the phone and in person. To further expand payment options, the RR/CC also worked with the vendor to incorporate digital wallet options for our over-the-counter customers in all business areas. Our existing contractual partnership with VitalChek has allowed us to add these services to our existing contract at no cost to the county. Additionally, this partnership allows the RR/CC to pass these cost savings on to our customers by providing these services at a flat rate cost rather than making use of a sliding scale fee per transaction.</p> <p>Approval of the recommended Contract will allow the Department to continue providing enhanced customer service as well as various payment options at the public service counters at Departmental headquarters and at all district offices. In addition, we can continue providing customers with the flexibility to request expedited mail services when ordering their vital records. Without a qualified vendor who can assist with providing these services, the RR/CC would be forced to revert to the acceptance of only cash, check, or money order as payment for copies, recording fees, and filing fees. Customers would also lose the availability of expedited mail services and/or convenient online services.</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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please state which one(s) and explain how:	
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) 462-2714 mblakely@rrcc.lacounty.gov	



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN

Registrar-Recorder/County Clerk

July 24, 2024

TO: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Dean C. Logan, Registrar-Recorder/County Clerk

NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH LEXISNEXIS VITALCHEK FOR RECORDS PAYMENT AND PROCESSING SYSTEM SERVICES

This is to inform your Board of the Department of Registrar-Recorder/County Clerk's (Department) intent to negotiate a sole source contract with LexisNexis VitalChek Network, Inc. (VitalChek) for credit payment and processing system services. The new sole source contract with VitalChek will provide stability, maintain costs, and eliminate potential processing bottlenecks that would result from contracting with a new vendor since there are limited vendors that compete in this industry and can meet our needs.

OVERVIEW

The Department released a Request for Proposals (RFP) for similar services on a smaller scale prior to expanding to all services within the Bureau in November 2016. This open solicitation was released to 346 individuals and/or companies registered under the Financial Services/Credit Card and Charge Card Services commodity codes as well as 33 viable service providers located on the Internet as providing similar services for a total of 379 potential Proposers.

Only 3 of the 379 attended the mandatory Proposer's Conference in January 2017. The 3 vendors were provided until February 2017 to complete and submit their RFP packages, at which time VitalChek was the sole submission.

FINANCIAL IMPACT

There is no cost to the County. VitalChek supplies all custom development and integration, equipment, supplies, materials (except paper), communication lines, internet

connection etc., needed to perform their services and assumes all risks of non-collection, chargebacks, and any other card adjustments.

VitalChek forwards all recorded document fees to the Department via Automated Clearing House transfer on the next business day following the day on which VitalChek is permitted to charge the customer's credit/debit card in association with applicable credit/debit card rules (irrespective of whether VitalChek actually collects those recorded document fees) and retains the transaction and expedited shipping fees.

While there is no cost to the County, there is a pass-through processing fee to our customers. The initial rate in 2009 was \$6.00 for orders submitted over the internet and \$1.75 for orders through fax, phone or in person. Until 2017, these fees remained stable and thereafter the fee for orders over the internet increased to \$9.00 while the fax, phone, or in person fee remained the same at \$1.75. The fee was raised to pay for the ability to electronically authenticate customers. Although VitalChek contractually had the right to increase the fee to a maximum of \$13, the decision to do so was not made. The Department is confident this healthy relationship can be sustained, and costs can continue to be kept low for our customers.

Additional savings were realized through this process in comparison to the time and cost associated with staff time for processing paper checks. Furthermore, by utilizing VitalChek, the Department strengthens its fiscal compliance by having a single daily deposit. Additionally, VitalChek guarantees our funds, so the department does not have to deal with chargebacks. The decision to continue these services with the existing vendor will also eliminate potential cost incurred by the Department to seek a new vendor and effectively customize, develop and integrate similar services to our back end custom system.

CLOSING

Since the inception of our partnership with VitalCheck we have implemented convenient credit card transactions for all public facing counter transactions: vital records, document recording, business filing and registrations, and real estate records copy requests, and continue to process transactions via the internet and over the phone. To further expand payment options, the Department incorporated digital wallet options for our over-the-counter customers in all business areas.

Our existing contractual partnership with VitalChek has allowed us to add these services to our existing contract at no cost to the county. Additionally, it allows for the Department to pass those savings on to our customers by providing these services at a flat rate cost rather than incurring a sliding scale fee per transaction.

Approval of the recommended Contract will allow the Department to continue providing enhanced customer service and various payment options at the public service counters at Departmental headquarters and all district offices. In addition, we can continue providing customers with the flexibility to request expedited mail services when ordering their vital records.

Without a Contract with a qualified vendor who can assist with providing these Services, the Department would revert to accepting only cash, check, or money order as payment for copies, recoding fees, and filing fees. Customers would also lose the availability of expedited mail services and/or convenient online services.

In accordance with Board Policy 5.100, the Department must provide advance written notice and justification to the Board at least six (6) months prior to the expiration of the existing contract (April 5, 2025) when it is the department's intent to execute a new sole source contract for continued services. We will proceed to enter into negotiations with VitalChek after the four-week notification period unless otherwise directed. The negotiated contract with VitalChek is expected to be presented at the Operations Cluster meeting later this year or early in 2025.

If you have any questions or need further information, please call me at (562) 462-2716 or email dlogan@rrcc.lacounty.gov. Your staff may contact Jerome Jordan, Assistant Registrar-Recorder/County Clerk, at (562) 462-2652 or email jjordan@rrcc.lacounty.gov.

DCL:JG:JJ

JS:VW:jw

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/24/2024	
BOARD MEETING DATE	8/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Aging and Disabilities	
SUBJECT	Approval of Sole Source Amendment to Agreement with RTZ Associates, Inc. for Area Agency on Aging Automated Tracking and Reporting System (All Supervisorial Districts) (3 Votes)	
PROGRAM	IT - Automated Tracking and Reporting System for Area Agency on Aging (AAA)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Continued maintenance and support services are needed for the existing GetCare System, which is a proprietary system owned and operated by RTZ Associates, Inc., during the time to complete a solicitation for the new replacement solution/system.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current Agreement expires on 9/09/24.	
COST & FUNDING	Total cost: \$735,000	Funding source: Older Americans Act (OAA) Title IIIB Supportive Services funds
	TERMS (if applicable):	
	Explanation: The funding breakdown is: \$294,000 for the first year; \$294,000 for the first optional year; and up to \$147,000 during the optional six (6) monthly extensions for a total of \$735,000.	
PURPOSE OF REQUEST	The sole source amendment for term extension will allow for continued operation of the GetCare System and enable AD enough time to complete a Request for Proposal (RFP) solicitation, to award, negotiate and execute a successor agreement, and to implement a replacement system. The optional one (1) year extension will be exercised should a new vendor be selected to allow for a transition of systems.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The GetCare System supports the Department's AAA data collection and reporting operations within the County in compliance with California Department of Aging (CDA) guidelines and enables real time tracking of consumers and services from contracted AAA service providers used to evaluate program performance and make program improvements. The Agreement is set to expire on 9/09/24, and there are no more options to extend. On April 10, 2024, the Department advised the Board of its intent to extend this Sole Source Agreement, in accordance with Board Policy No. 5.100, Sole Source Contracts.	
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: Ashley Liang, Executive Assistant, at (213) 880-4158 or at ALiang@ad.lacounty.gov	



BOARD OF SUPERVISORS

Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

August 6, 2024

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

EXECUTIVE LEADERSHIP

Dr. Laura Trejo
Director

Dear Supervisors:

Lorenza C. Sánchez
Chief Deputy Director

APPROVAL OF SOLE SOURCE AMENDMENT TO AGREEMENT WITH RTZ ASSOCIATES, INC. FOR AREA AGENCY ON AGING AUTOMATED TRACKING AND REPORTING SYSTEM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

Mike Tsao
Administrative Deputy II

CIO RECOMMENDATION: APPROVE (X)

Anna Avdalyan
Assistant Director

SUBJECT

Jerrell D. Griffin
Acting Assistant Director

The County of Los Angeles (County) Aging & Disabilities (AD) Department requests delegated authority to approve a sole source Amendment to an existing Agreement with RTZ Associates, Inc. (RTZ) for the continued provision of the GetCare System, an automated tracking and reporting system of Area Agency on Aging (AAA) clients residing in Los Angeles County.

Dr. Solomon Shibeshi
Acting Assistant Director

IT IS RECOMMENDED THAT THE BOARD:

Ivan Pacheco
Chief Information Officer

GET IN TOUCH

510 S. Vermont Avenue, Suite 1100
Los Angeles, CA 90020
ad.lacounty.gov
info@ad.lacounty.gov

1. Delegate authority to the Director of AD, or designee, to execute a sole source Amendment with RTZ for the provision of the GetCare System, which automates data collection, reporting, and tracking of the Department's AAA program services, to extend the Agreement term for one (1) year with one (1) optional year renewal and six (6) month-to-month extensions effective September 10, 2024 for an additional amount not to exceed \$735,000 in AAA grant funds, contingent upon the availability of funding. The maximum term of the Agreement will now be twelve (12) years and six (6) months for an aggregate contract sum of \$4,039,180.

Aging & Adult Information & Assistance Line:

(800) 510-2020

Report Elder Abuse:

(877) 477-3646

Community & Senior Centers:

(800) 689-8514

Disability Information &

Access Line:

(888) 677-1199



2. Approve and authorize the Director of AD, or designee, to execute amendments with the Subrecipient, which serves the best interests of the County, during the Agreement term as follows: 1) add new, relevant, or updated State, and/or County Agreement terms and conditions; and 2) increase or decrease the Agreement amounts (including but not limited to baseline funds, one-time only funds, and/or supplemental monies), which may exceed ten percent (10%) of the Maximum Agreement Sum, in response to the availability of funding and/or based on Subrecipient's performance, provided that: (a) the total allocation does not exceed funding availability; and (b) AD obtains County Counsel approval as to the form of the amendment prior to any such amendment.
3. Delegate authority to the Director of AD, or designee, to terminate the Agreement with Subrecipient for default of the Agreement, or for the convenience of the County, provided: a) the Director of AD notifies the Board and the CEO in writing within ten (10) business days prior to such termination, and b) County Counsel approval as to form is obtained prior to termination of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The GetCare System is utilized by 500 end users comprised of AD staff and 50 contract services providers. It supports AD's AAA data collection and reporting operations within the County in compliance with California Department of Aging (CDA) guidelines and enables real time tracking of consumers and services from contracted AAA service providers used to evaluate program performance and make program improvements. In Fiscal Year 2022-23, the system was used to help over 42,300 older adults, family caregivers and persons with disabilities with over 4.5 million units of service. These services included the Elderly Nutrition Program, Family Caregiver Support Program, Supportive Services Program, Legal Services Program, and Evidence-Based Health Promotion program.

The current Agreement expires on September 9, 2024. The sole source amendment will allow for continued operation of the GetCare System and enable AD enough time to complete a Request for Proposal (RFP) solicitation, to award, negotiate, and execute a successor agreement, and to implement a replacement system.

Implementation of Strategic Plan Goals

The recommended actions support the following strategic goals of the County's Strategic Plan. North Star I - Make Investments that Transform Lives; Strategy D (vii) – Support Older Adults & People with Disabilities; North Star 3 - Realize Tomorrow's Government Today; Strategy E (i) – Pursue Data-Driven Decision Making, Operational Effectiveness, Fiscal Responsibility, and Accountability; Strategy F (ii) – Modernize Infrastructure to Leverage Technological Advancements, Increase Visibility and Accessibility; Strategy G (i) – Maximize Revenue.

FISCAL IMPACT/FINANCING

There will be no impact on the County General Fund. The \$735,000 during the extended term is broken down as follows: \$294,000 for the first year; \$294,000 for the first optional year; and up to \$147,000 during the optional six (6) monthly extensions. The estimated FY 2024-25 funding for the one-year term of the Agreement is provided by the Older Americans Act, Title IIIB Supportive Services and will be included in the Department's FY 2024-25 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The RTZ Agreement was awarded in October 2012 after a competitive solicitation. On February 19, 2013, the Board authorized the then Director of Workforce Development, Aging and Community Services (WDACS) to finalize and execute an Agreement with RTZ for the provision of its GetCare system for AAA data collection and reporting for a term of four (4) years and two (2) optional one-year term extensions. WDACS executed the Agreement on March 6, 2013, with final acceptance of the system on September 10, 2014.

On September 10, 2020, the Board delegated authority to the Director of WDACS to execute a sole source amendment with RTZ to extend the agreement for a term of one (1) year with three (3) optional renewals and increase the maximum Agreement sum to \$3,304,180. WDACS exercised this delegated authority and execute the amendment on September 10, 2020 to extend the Agreement term though September 9, 2024.

The Agreement is set to expire on September 9, 2024. On April 10, 2024, the Department advised the Board of its intent to extend this Sole Source Agreement, in accordance with Board Policy No. 5.100, Sole Source Contracts (Attachment I). Attachment II is the Sole Source Checklist and Justification.

AD will obtain County Counsel's approval as to form of the Agreement amendment prior to execution. The Chief Information Officer concurs with the Department, and a CIO Analysis is not required since this recommended action does not include any new technology-related matters. This Amendment requests an extension to the Agreement term to provide ongoing operations and maintenance services.

RTZ provides services that are highly specialized and proprietary, and not available by the County. Therefore, this Agreement is not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201) and is exempt from Proposition A (Los Angeles County Code Chapter 2.121).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued and uninterrupted provision and tracking of critical services provided by AD for older adults (age 60 and older).

Should the Agreement with RTZ not be extended, the alternative would be using a challenging manual, time-consuming, resource-intensive data collection, validation and reporting process that will impact AD program management activities and timely reporting to CDA. Additionally, the system's absence would disrupt services to older adults as the Getcare System ensures there is no duplication of client services and remains critical to the case management of these vulnerable clients from intake to service delivery.

CONCLUSION

Upon your approval of the recommended actions, the AD Director, or designee, will proceed to execute the Agreement amendment, and any future amendments as noted herein. Should you have questions, please contact Ms. Ashley Liang, Executive Assistant, at ALiang@ad.lacounty.gov.

The Honorable Board of Supervisors
August 6, 2024
Page 4

Respectfully submitted,

Reviewed By:

Dr. Laura Trejo, DSW, MSG, MPA
Director

Peter Loo
Chief Information Officer

LT:LCS:IP
MT:hk

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

April 10, 2024

BOARD OF SUPERVISORS

Hilda L. Solis

Holly J. Mitchell

Lindsey P. Horvath

Janice Hahn

Kathryn Barger

EXECUTIVE LEADERSHIP

Dr. Laura Trejo

Director

Lorenza C. Sánchez

Chief Deputy Director

Anna Avdalyan

Assistant Director

Winna S. Crichlow

Assistant Director

Mariella Freire-Reyes

Assistant Director

Jerrell D. Griffin

Acting Assistant Director

Dawonna Lawrence

Interim Administrative Deputy II

Ivan Pacheco

Chief Information Officer

GET IN TOUCH

510 S. Vermont Avenue, Suite 1100

Los Angeles, CA 90020

ad.lacounty.gov

info@ad.lacounty.gov

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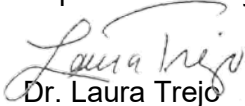
(800) 689-8514

Disability Information &

Access Line:

(888) 677-1199

TO: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: 
Dr. Laura Trejo
Director

SUBJECT: ADVANCE NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE EXTENSION WITH RTZ ASSOCIATES, INC. TO FACILITATE A NEW AGREEMENT

This is to provide the Board advanced notification that Aging and Disabilities (AD) intends to negotiate a sole source amendment, in compliance with Board Policy 5.100, to extend an existing agreement with RTZ Associates, Inc. (RTZ) for an additional one (1) year with one (1) year optional renewal and six (6) month-to-month extensions for provisioning of its GetCare system, which automates data collection, reporting, and tracking of the Department's Area Agency on Aging (AAA) program services. Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for extension of a Board-approved agreement at least six (6) months prior to the agreement's expiration date.

The current Agreement will expire on September 9, 2024, and the sole source amendment will allow for continued operation of the GetCare system and enable AD enough time to complete a Request for Proposal (RFP) solicitation, to award, negotiate and execute a successor agreement, and to implement a replacement system. Currently, development of the RFP is underway, and the solicitation process is expected to be completed by October 2024. AD plans to seek Board approval of an agreement by December 2024.

There will be no impact to the County General Fund as the funding for the system is provided by the Older Americans Act, Title IIIB Supportive Services.

Background

The RTZ Agreement was awarded in October 2012 after a competitive solicitation. On February 19, 2013, the Board authorized the then Director of Workforce Development, Aging and Community Services (WDACS) to finalize and execute an Agreement with RTZ for the provision of its GetCare system for AAA data collection and reporting for a term of four (4) years and two (2) optional one-year term extensions.



WDACS executed the Agreement on March 6, 2013, with final acceptance of the system on September 10, 2014. The Board subsequently delegated authority to AD to execute a sole source amendment with RTZ, effective September 10, 2020, for a term of one (1) year with three (3) optional renewals. The current maximum Agreement sum is \$3,304,180.

The GetCare system is utilized by 500 end users comprised of AD staff and 50 contract services providers. It supports AD's AAA data collection and reporting operations within the County in compliance with California Department of Aging (CDA) guidelines and enables real time tracking of consumers and services from contracted AAA service providers used to evaluate program performance and make program improvements. In Fiscal Year 2022-23, the system was used to help over 42,300 older adults, family caregivers and persons with disabilities with over 4.5 million units of service. These services included the Elderly Nutrition Program, Family Caregiver Support Program, Supportive Services Program, Legal Services Program, and Evidence-Based Health Promotion program.

In September 2020, CDA initiated the Customers Holistic Aging Relationship Management (CHARM) project to acquire and implement a statewide system that all State AAAs and Aging and Disability Resource Connections programs can use for data sharing, analytics and reporting with CDA. The long-term goal of the project was intended to replace local AAA systems such as GetCare. In CDA's January 2024 Q&A document released to all State AAAs, CDA confirmed that they are working towards developing detailed CHARM requirements. As a result, CDA has informed State AAAs that they should continue with their existing systems and contractual arrangements and not wait for the CDA statewide system.

Justification

1. The GetCare system is a proprietary system owned and operated by RTZ. As AD pursues a new replacement system, there is an operational need to continue utilizing the RTZ system for automated data collection and reporting for AAA services to evaluate program performance and make improvements, and to meet State and mandated reporting requirements. The alternative to a sole source amendment would be using a challenging manual, time-consuming, resource intensive data collection, validation and reporting process that may impact AD program management activities and timely reporting to CDA. Additionally, the system's absence would disrupt services to older adults (age 60 and older) as Getcare ensures there is no duplication of client services and remains critical to the case management of these vulnerable clients from intake to service delivery.
2. Should a new vendor system be selected, AD would require RTZ assistance to plan and execute the transition to the new system that minimizes disruptions to AD's operations and the delivery of services. RTZ would support the successful migration of Personally Identifiable Information (PII)/Protected Health Information (PHI) data from the existing GetCare system to the new system, ensuring that data integrity and security are maintained throughout the migration process. Also, RTZ's GetCare system would serve as backup in case the new system transition encounters unexpected changes.

Conclusion

AD will proceed with the extension agreement with RTZ as described herein, unless otherwise instructed by your Board. If no objection is received from the Board, we will work with County Counsel

Each Supervisor
April 10, 2024
Page 3 of 3

to prepare an amendment with RTZ and will return to the Board for approval of the amendment. This memorandum has been reviewed and approved as to form by County Counsel and the Office of Chief Information Officer.

If you have any questions or require additional information, please contact me directly, or your staff may contact Ms. Ashley Liang, Executive Assistant, at (213) 880-4158 or by email at ALiang@ad.lacounty.gov.

LT:LCS:IP:
DL:CD:HK

C: Chief Executive Officer
County Counsel
Executive Officer of the Board of Supervisors

SOLE SOURCE CHECKLIST

Department Name: Aging and Disabilities Department

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: Board adopted on 2/19/13.

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

Michael Martinez
Chief Executive Office

6/28/2024

Date

Sole Source Justification

- 1. Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.**

The GetCare system is a proprietary system owned and operated by RTZ. As AD pursues a new replacement system, there is an operational need to continue utilizing the RTZ system for automated data collection and reporting for AAA services to evaluate program performance and make improvements, and to meet State and mandated reporting requirements. The alternative to a sole source amendment would be using a challenging manual, time-consuming, resource intensive data collection, validation and reporting process that may impact AD program management activities and timely reporting to CDA. Additionally, the system's absence would disrupt services to older adults (age 60 and older) as Getcare ensures there is no duplication of client services and remains critical to the case management of these vulnerable clients from intake to service delivery.

Should a new vendor system be selected, AD would require RTZ assistance to plan and execute the transition to the new system that minimizes disruptions to AD's operations and the delivery of services. RTZ would support the successful migration of Personally Identifiable Information (PII)/Protected Health Information (PHI) data from the existing GetCare system to the new system, ensuring that data integrity and security are maintained throughout the migration process. Also, RTZ's GetCare system would serve as backup in case the new system transition encounters unexpected changes.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/24/2024	
BOARD MEETING DATE	8/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Treasurer and Tax Collector	
SUBJECT	Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H ("2024 Series H Bonds")	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	August 6, 2024	
COST & FUNDING	Total cost: \$650 million	Funding source: General Fund
	TERMS (if applicable): 30 Years (2024-2054)	
	Explanation: The Treasurer and Tax Collector is requesting authorization for the issuance and sale of the 2024 Series H Bonds which will help finance essential capital projects for the County and will serve to enhance and facilitate the delivery of vital government services and refund the Authority's Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A ("2015 Series A Bonds") for interest cost savings.	
PURPOSE OF REQUEST	Adopt the resolution authorizing the issuance and sale of the 2024 Series H Bonds on a tax-exempt basis with a not to exceed par amount of \$650 million to finance and refinance the construction and capital improvements of the Phase 1 – Harbor-UCLA Medical Center Replacement Project which consists of the Support Services building, Parking Structure, Regional Laboratory building, Outpatient/Support building and Central Utility Plant (collectively, the "Projects") including the repayment of all or a portion of outstanding lease revenue commercial paper notes (the "Notes") that were issued to finance the Projects, and refund the 2015 Series A Bonds; and b) the execution and delivery of various legal documents that are required to issue the 2024 Series H Bonds and complete the proposed transaction. Ratify the public hearing related to the issuance of the 2024 Series H Bonds held by the Treasurer on July 30, 2024, in accordance with Section 6586.5 of the California Government Code.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proceeds from the sale of the 2024 Series H Bonds will be used to refinance approximately \$650 million of outstanding Notes issued by the Los Angeles Capital Asset Leasing Corporation (LACCAL) that were used as the initial funding vehicle for the construction of, and/or capital improvements for the Phase 1 – Harbor-UCLA Medical Center Replacement Project and refund the 2015 Series A Bonds.	
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: Health Care Integration – Building of a new hospital.	
DEPARTMENTAL CONTACTS	Elizabeth Buenrostro, Treasurer and Tax Collector, (213)974-2101, eginsberg@ttc.lacounty.gov Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov Teresa Gee, Chief Public Finance Officer, (213) 974-8359, tgee@ttc.lacounty.gov	



ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
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Los Angeles, California 90012
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Board of Supervisors
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Third District
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Fourth District
KATHRYN BARGER
Fifth District

August 6, 2024

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

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

Dear Supervisors:

**ISSUANCE AND SALE OF
LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
LEASE REVENUE BONDS, 2024 SERIES H
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

The Treasurer and Tax Collector (the "Treasurer") is requesting authorization to issue the Los Angeles County Public Works Financing Authority (the "Authority") Lease Revenue Bonds, 2024 Series H (the "2024 Series H Bonds"), in an aggregate principal amount not to exceed \$650 million. Proceeds from the sale of the 2024 Series H Bonds will be used to finance the construction of Phase I of the Harbor-UCLA Medical Center Replacement Project, which includes a Support Services Building, Parking Structure, Regional Laboratory Building, Outpatient/Support Building and Central Utility Plant (collectively, the "Phase I Projects"), repay certain outstanding lease revenue obligation commercial paper notes (the "Commercial Paper Notes") issued to finance the Phase 1 Projects, and to refund the Authority's Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A (the "2015 Series A Bonds").

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the resolution authorizing: a) the issuance and sale of the 2024 Series H Bonds on a tax-exempt basis with a not to exceed par amount of \$650 million to

finance the construction of the Phase I Projects, repay certain outstanding Commercial Paper Notes, and refund the 2015 Series A Bonds; and b) the execution and delivery of various legal documents that are required to issue the 2024 Series H Bonds and complete the proposed transaction.

2. Ratify the public hearing related to the issuance of the 2024 Series H Bonds held by the Treasurer on July 30, 2024, in accordance with Section 6586.5 of the California Government Code.

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

1. Adopt the resolution authorizing: a) the issuance and sale of the 2024 Series H Bonds on a tax-exempt basis with a not to exceed par amount of \$650 million to finance the Phase I Projects, repay certain outstanding Commercial Paper Notes, and refund the 2015 Series A Bonds; and b) the execution and delivery of various legal documents required to issue the 2024 Series H Bonds and complete the proposed transaction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the above recommendations will authorize the issuance of the 2024 Series H Bonds, and the execution and delivery of all related documents. The proceeds from the sale of the 2024 Series H Bonds will be used to finance the construction of the Phase I Projects for the Harbor UCLA Medical Center Replacement Project, including the repayment of certain outstanding Commercial Paper Notes issued to finance the Phase 1 Projects, and generate significant savings in debt service costs by refunding the currently outstanding 2015 Series A Bonds.

Phase I – Harbor UCLA Medical Center Replacement Project

Phase I of the Harbor-UCLA Medical Center Replacement Project consists of five components which include: a 24,000 square-foot two story Support Services Building, a 450,000-square-foot, 7-story above-grade Parking Structure with 1500 stalls, a Regional Laboratory Building, a 400,000 square-foot Outpatient/Support Building, and a 20,000-square-foot Central Utility Plant.

Harbor-UCLA Medical Center Replacement Project Phase I Project Components	Project Component Cost
Support Services Building	\$52,260,181
Parking Structure	\$78,698,632
Regional Laboratory Building	\$49,032,590
Outpatient/Support Building	\$549,706,300
Central Utility Plant	\$61,588,432
Total	\$791,286,135

Implementation of Strategic Plan Goals

The recommended action supports North Star 3: Realize tomorrow's government today; Focus Area Goals – Flexible and Efficient Infrastructure, and Internal Controls and Processes; Strategies – Modernize Infrastructure, and Manage and Maximize County Assets.

FISCAL IMPACT/FINANCING

Based on current market conditions, the issuance of the 2024 Series H Bonds is expected to generate approximately \$[648.1] million in total proceeds that will be used to finance \$[514.0] million of remaining costs in connection with the Phase I Projects, \$[131.7] million to fully refund the 2015 Series A Bonds, and an additional \$[2.4] million to pay the costs of issuance for this transaction.

Of the \$[514.0] million in bond proceeds allocated to the Phase I Projects, approximately \$[76.0] million will be used to refinance Commercial Paper Notes that were issued as the initial financing vehicle for the Phase I Projects and expected to be outstanding at the time of issuance of the 2024 Series H Bonds, with \$[438.0] million used to finance the remaining costs of the Phase I Projects. As an additional funding component, the County has used approximately \$277.0 million of cash resources to refund previously outstanding short-term Commercial Paper Notes that were issued as the initial financing vehicle for the Phase I Projects. The refunding of the 2015 Series A Bonds is expected to generate \$[12.3] million of net present value savings, or [9.4]% of the refunded bonds.

The Treasurer is recommending that the 2024 Series H Bonds be structured with level debt service payments over a 30-year amortization period. Based on the County's strong credit profile and current market conditions, the proposed structure will result in average annual debt service payments of approximately \$[37.1] million, and total debt service of approximately \$[1.12] billion over the 30-year term.

The Resolution being presented to your Board requires the 2024 Series H Bonds to be issued at a true interest cost not to exceed 6.0%. Based on current market conditions, the actual borrowing costs should be significantly lower and result in a true interest cost to the County of approximately 4.3% for the 2024 Series H Bonds. The actual interest cost and debt service payments for the 2024 Series H Bonds, and the savings to the County from the refunding of the 2015 Series A Bonds will depend on market conditions at the time of sale.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 2024 Series H Bonds will be issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Section 6584 et seq. of the California Government Code. The County intends to issue the 2024 Series H Bonds through the Authority using a standard lease revenue structure. Under this structure, the County will lease

pledged assets to the Authority through a lease agreement, and the Authority will lease the same pledged assets back to the County through a sublease agreement. The 2024 Series H Bonds will be secured by annual base rental payments from the County to the Authority, which are subject to annual appropriation by your Board. The base rental payments to pay the annual debt service are allocated to the departments that use the financed assets in proportion to the costs being financed.

The 2024 Series H Bonds will be issued pursuant to the 2015 Master Indenture and Master Lease structure established in February 2015 by and between the County and the Authority in connection with the issuance of the 2015 Series A Bonds. The Master Indenture and Master Lease were first amended in August 2015 in connection with the issuance of the 2015 Series B and Series C Lease Revenue Refunding Bonds (the “2015 Series B and Series C Refunding Bonds”), and subsequently amended in March 2016 to support the issuance of the 2016 Series D Lease Revenue Bonds (the “2016 Series D Bonds”), in August 2019 to support the issuance of the 2019 Series E Lease Revenue Bonds (the “2019 Series E Bonds”), and in October 2021 to support the issuance of the 2021 Series F Bonds Lease Revenue Bonds (the “2021 Series F Bonds”) and the 2022 Series G Lease Revenue Refunding Bonds (the “2022 Series G Refunding Bonds”). To facilitate the issuance of the 2024 Series H Bonds, the County will execute amendments to the Master Indenture, Master Site Lease and Master Sublease and execute various other financing documents related to the financing.

The amendments to the Master Site Lease and Master Sublease will allow the County to secure the repayment of the 2015 Series A Bonds, 2015 Series B and Series C Refunding Bonds, 2016 Series D Bonds, 2019 Series E Bonds, 2021 Series F Bonds and 2022 Series G Refunding Bonds (collectively, the “Prior Bonds”), and the 2024 Series H Bonds. The eleven County real estate assets listed below are currently pledged as collateral to secure the repayment of the Prior Bonds under the Master Lease:

- Civic Center Heating & Refrigeration Plant
- Internal Services Department Headquarters
- Manhattan Beach Library
- Zev Yaroslavsky Family Support Center
- Lost Hills Sheriff Station
- LAX Courthouse
- Chatsworth Courthouse
- Michael D. Antonovich Courthouse
- Martin Luther King Jr. Community Hospital
- MLK Central Plant 1
- MLK Behavioral Health Center

In order to provide sufficient fair rental value to secure the repayment of the Prior Bonds and the 2024 Series H Bonds, the County intends to pledge the High Desert Multi-Service Ambulatory Care Center as additional collateral under the 2015 Master Lease.

Given the relative complexity of a large-scale lease-revenue bond financing, the Treasurer is recommending that the sale of the 2024 Series H Bonds be conducted on a negotiated basis. BofA Securities, Inc. and Loop Capital Markets were selected from the County's prequalified Underwriter Pool to be the joint senior managing underwriters, with Public Resources Advisory Group appointed as the Municipal Advisor for this transaction. Stradling, Yocca, Carlson & Rauth LLP and Hawkins Delafield & Wood LLP serve as Bond Counsel and Disclosure Counsel, respectively.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The issuance and sale of the 2024 Series H Bonds will help finance essential capital projects for the County, which will serve to enhance and facilitate the delivery of vital government services.

CONCLUSION

Upon approval of this Resolution, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted Resolution to the Treasurer and Tax Collector (Office of Public Finance).

Respectfully submitted,

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

EBG:DW:TG:JP:PP:ad
doc#PW Fin Auth_LRB 2024 SerH_BL_080624

Attachments

c: Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel
Stradling, Yocca, Carlson & Rauth LLP
Hawkins Delafield & Wood LLP
BofA Securities, Inc.
Loop Capital Markets