



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: December 4, 2024

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Sandra Croxton, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

To participate in the 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 the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

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 Public Safety 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. INFORMATIONAL ITEM(S): [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. BOARD LETTER:

Five-Year Lease Amendment – Sheriff’s Department – 3055 Wilshire Boulevard, Los Angeles
Speaker(s): Alexandra Nguyen-Rivera (CEO)

B. BOARD LETTER:

Nine-Year Lease – Probation Department – 1652-1668 West Mission Boulevard, Pomona
Speaker(s): Alexandra Nguyen-Rivera (CEO)

C. BOARD LETTER:

Approve an Amendment to Model Master Agreement Number 676 for Psychological Services
Speaker(s): Donald Fitzpatrick and Cynthia Lopez (SHERIFF'S)

D. BOARD LETTER:

Delegate Authority to the Los Angeles County District Attorney's Office to Enter into Agreements to Obtain Expenditure Reimbursements from Law Enforcement Agencies for Its Participation in a Variety of Programs
Speaker(s): Shaun Gipson and Anh Vo (DA)

E. BOARD LETTER:

Affiliation Agreement for Paramedic Training by the California Firefighter Joint Apprenticeship Committee
Speaker(s): Dr. Clayton Kazan, Derek Chapman and William Mayfield (FIRE)

F. BOARD LETTER:

Approval of Expenditure Increase to Heating, Ventilation, and Air Conditioning Repair and Replacement Contracts
Speaker(s): Tom Brown and Mike Inman (FIRE)

G. BOARD LETTER:

Approval of Amendment to Extend Sole Source Contract Number FR10534 with Peraton Inc., Maintenance Services for 9-1-1 Computer Aided Dispatch System
Speaker(s): Nicholas Berkuta, Todd Denerson and Mike Inman (FIRE)

3. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Approve Sole Source Amendments to Extend Two Proposition A Contracts: Number 78467 with Universal Protection Services, LP DBA Allied Universal Security Services, and Number 78469 with Securitas Security Services, USA, Inc. Armed and Unarmed Security Guard Services
Speaker(s): Jovie Hough and Cynthia Lopez (SHERIFF'S)

B. BOARD LETTER:

Approve Sole Source Amendment Number Five to Extend Agreement Number 42201 with DataWorks Plus, LLC for Continued Maintenance and Support Services for the Digital Mugshot System
Speaker(s): Derek Sabatini and Alex Madera (SHERIFF'S)

C. BOARD LETTER:

Authorize the Los Angeles County District Attorney's Office to Enter Into Grant Awarded Agreements and Accept Grant Funds From the State of California Department of Insurance for the Automobile Insurance Fraud, Disability and Healthcare Insurance Fraud, Workers' Compensation Insurance Fraud Programs for Fiscal Year 2024-25, and Organized Automobile Fraud Activity Interdiction Program for Fiscal Year 2024-25, through Fiscal Year 2026-27, and Approve the Appropriation Adjustment
Speaker(s): Shaun Gipson and Anh Vo (DA)

D. BOARD LETTER:

Approval of Contract with Liberty Hill Foundation to Provide Capacity Building Services Under the Juvenile Justice Crime Prevention Act for the Los Angeles County Probation Department

Speaker(s): Robert Smythe and Sharon Hawkins (PROBATION)

4. PUBLIC COMMENTS

5. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Maria Clark, et al. v. County of Los Angeles, et al.

Los Angeles Superior Court Case No.: 20STCV11177

Department: Public Defender

CS-2 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

(Paragraph (2) of subdivision (d) of Government Code Section 54956.9)

Significant exposure to litigation (one case)

Department: District Attorney

CS-3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Ricardo Lopez-Garcia v. County of Los Angeles, et al.

Los Angeles Superior Court Case No.: 19STCV07044

Department: Sheriff's

CS-4 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Mark Anthony Alcares v. Los Angeles County Sheriff's Department, et al.

Los Angeles Superior Court Case No. 20STCV35456

Department: Sheriff's

3. UPCOMING ITEM(S) FOR DECEMBER 11, 2024:

A. BOARD BRIEFING:

Office of Inspector General (OIG) Quarterly Report Briefing

Speaker(s): Dara Williams (OIG)

- B. BOARD BRIEFING:**
Taser Policy Briefing
Speaker(s): Peter Bibring (OIG)
- C. BOARD BRIEFING:**
Probation Oversight Commission (POC) and Office of Inspector General (OIG)
Probation Monthly Briefing
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)
- D. BOARD LETTER:**
Ordinance Change Authorizing an Increase to Civil and Criminal Grand Jury
Daily Stipend
Speaker(s): Eliza Aceves (CEO)
- E. BOARD LETTER:**
Resolution Declaring Hazardous Brush, Dry Grass, Noxious or Dangerous
Weeds, Rubbish, and Combustible Growth or Flammable Vegetation, to
Include Native and Ornamental Vegetation on Designated Properties in
Los Angeles County, as a Public Nuisance
Speaker(s): Albert Yanagisawa and Ron Durbin (FIRE)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | | |
|---|--|-------------|----------------------|
| CLUSTER AGENDA REVIEW DATE | 12/4/2024 | | |
| BOARD MEETING DATE | 12/17/2024 | | |
| 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) | Sheriff's Department | | |
| SUBJECT | Five-year lease renewal | | |
| PROGRAM | Psychological Services Bureau (PSB) | | |
| 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 If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter | | |
| DEADLINES/ TIME CONSTRAINTS | Lease has been in holdover since April 14, 2024, with a holdover fee of 25%. | | |
| COST & FUNDING | Total cost: | \$1,425,000 | Funding source: |
| | | | 100% net County cost |
| | TERMS (if applicable): The proposed lease amendment will have an annual first year cost of \$283,000, but with a one-month rent abatement of \$19,000 and one-time credit of \$47,000, will equal \$217,000, which includes 32 parking spaces, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building. | | |
| Explanation: Sheriff 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 Sheriff. | | | |
| PURPOSE OF REQUEST | Approval of the recommended action will authorize and provide use of office space for Sheriff's Psychological Services Bureau (PSB). | | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | Lease has been in holdover since April 14, 2024 with a holdover fee of 25% and as such, CEO has negotiated a rent credit of \$47,000 that is inclusive of any fees paid by County. SH intends to relocate to another site to better meet the programs' needs. SH will remain at the premises while a suitable site is secured and built out, and, upon completion, intends to vacate and terminate the proposed lease amendment. | | |
| 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"

December 17, 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:

**FIVE-YEAR LEASE AMENDMENT
SHERIFF'S DEPARTMENT
3055 WILSHIRE BOULEVARD, LOS ANGELES
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed five-year lease amendment to renew an existing lease to provide the Sheriff's Department (Sheriff) continued use of 8,054 square feet of office space and 32 on-site parking spaces for the Psychological Services Bureau (PSB).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment 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 amendment with 3055 Wilshire LLC, a California Limited Liability Company (Landlord), for approximately 8,054 square feet of office space and 32 on-site parking spaces located at 3055 Wilshire Boulevard, Suite 200, Los Angeles (Premises) to be occupied by the Sheriff. The estimated maximum first year base rental cost is \$283,000 including parking, but with a one-month rent abatement of approximately \$19,000 and one-time rent credit of \$47,000, will equal \$217,000. The estimated total proposed lease amendment cost is \$1,425,000 over the five-year term. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in the Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease amendment, 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 Sheriff has occupied the Premises since 1999 and has been in holdover since its lease expiration on April 14, 2024, with a 25 percent holdover fee. The Sheriff uses the Premises for its PSB, which provides various services and programs to its sworn and professional personnel, their family members and significant others, focusing on personal and/or job-related stress issues, thereby allowing staff to perform their duties more effectively. PSB accomplishes this by providing multiple services including confidential counseling for staff and their families, 24 hours a day, seven days a week crisis intervention, critical incident debriefing, psychological consultation to staff and department units, and prevention education and access to the Sheriff's Peer Support Program.

The Premises houses 32 on-site staff with 32 workstations, and 32 on-site parking spaces. There are no immediate plans for teleworking due to the nature of the direct services provided to the Sheriff's staff. Due to the programs' growth and limited size of the current Premises, the Sheriff intends to relocate PSB to another site to better meet the programs' needs. The proposed lease amendment allows the Sheriff to remain in the Premises while a suitable site is secured and built out, and, upon completion, to the Sheriff will vacate the Premises and terminate the proposed lease amendment. The Premises has adequate parking and is near public transportation.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1 – *"Make Investments That Transform Lives"* – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

The proposed lease amendment is also consistent with the Strategic Asset Management Goal – Create countywide understanding of asset needs and priorities and Key Objective No. 5 – Fund Highest Priority Needs.

The proposed lease amendment supports the above goals and objective by providing the Sheriff's PSB with space to provide support services to its staff, so staff can perform at their best.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$283,000, which includes parking at \$55,000 per year, but with one month rent abatement of \$19,000 and one-time rent credit of \$47,000, the first-year base rental cost is \$217,000. The aggregate cost associated with the proposed lease amendment over the entire five-year term, including utilities, janitorial, parking, and taxes, is \$1,425,000 as shown in Enclosure B-1. The proposed lease amendment costs will be fully funded by 100 percent NCC that is already included in the Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to the Sheriff. The Sheriff 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 amendment will be addressed through the annual budget process for the Sheriff.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease amendment, the annual rental rate will decrease from \$32.40 per square foot, per year, to \$28.20 per square foot, per year. Base rent is subject to annual fixed 3 percent increases.
- The Landlord has agreed to one month of rent abatement.
- The Landlord will provide a one-time rent credit of \$47,000, which will reimburse the County for the holdover fees paid through December 31, 2024.
- The Landlord is responsible for the operating and maintenance costs of the building and all utilities and janitorial costs. The County is not subject to the building's operating expense increases.
- The current parking rate will remain the same at \$130 per space per month for the first 16 parking spaces and \$156 per space per month for an additional 16 parking spaces, for a total of 32 on-site parking spaces.

- A comparison of the existing lease and the proposed lease amendment is shown in Enclosure B-2.
- The proposed lease amendment is for a five-year term with no options to renew.
- The County has the right to terminate the proposed lease amendment early any time after 24 months, with 120 days' prior written notice.
- Holdover at the proposed lease amendment expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will increase by 25 percent of the base rent at the time of the proposed lease amendment expiration for the first 12 months and 50 percent of the base rent at the time of the proposed lease amendment expiration.
- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment, but the term and rent will commence on the first day of the month following full execution of the proposed lease amendment by both parties.

The Chief Executive Office 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 \$27 and \$31.80 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year for the proposed lease amendment represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the sensitive nature of direct services provided by the Sheriff at this location that also require access to confidential records.

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

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Los Angeles has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease amendment and approved it as to form. The proposed lease amendment 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 amendment will continue to provide a suitable location for the Sheriff's program, which is consistent with the County's Facility Location Policy, adopted by the Board 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 amendment, 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.

The Honorable Board of Supervisors
December 17, 2024
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

**SHERIFF'S DEPARTMENT
3055 WILSHIRE BOULEVARD, LOS ANGELES**

Asset Management Principles Compliance Form¹

| 1. <u>Occupancy</u> | | Yes | No | N/A |
|--|---|----------|----------|----------|
| A | Does lease consolidate administrative functions? ² | | | X |
| B | Does lease co-locate with other functions to better serve clients? ² | | X | |
| C | Does this lease centralize business support functions? ² | | X | |
| D | Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 32 employees, space is 252 SF/person due to private meeting rooms. | | 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? ² | 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 attached as Enclosure C? | | | X |
| G | Was build-to-suit or capital project considered? ² | | | 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 with other County departments? | | | |
| | 1. ____ The program clientele requires a "stand alone" facility. | | | |
| | 2. ____ 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? ² | 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 adopted by the Board of Supervisors 11/17/98 | | | | |
| ² If not, why not? | | | | |

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

3055 Wilshire Boulevard, Los Angeles
 Sheriff's Department

Basic Lease Assumptions

| | | |
|------------------------|----------------|---------------------|
| Leased Area (sq.ft.) | 8,054 | |
| Parking Spaces | 32 | \$ 143.00 per space |
| | Monthly | Annual |
| Rent (per sq. ft.) | \$2.35 | \$28.20 |
| Term (Months) | 60 | 5 |
| Rent Abatement | 19,000 | |
| Annual Rent Adjustment | 3% | |

| | 1 st Year | 2 nd Year | 3 rd Year | 4 th Year | 5 th Year | Total 5 Year Rental Costs |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|---------------------------|
| Annual Base Rent Costs ⁽¹⁾ | \$228,000 | \$235,000 | \$243,000 | \$251,000 | \$259,000 | \$1,216,000 |
| Parking Costs | \$55,000 | \$55,000 | \$55,000 | \$55,000 | \$55,000 | \$275,000 |
| Total Annual Base Rent Costs | \$283,000 | \$290,000 | \$298,000 | \$306,000 | \$314,000 | \$1,491,000 |
| Rent Abatement ⁽²⁾ | (\$19,000) | | | | | (\$19,000) |
| Rent Credit ⁽³⁾ | (\$47,000) | | | | | (\$47,000) |
| Total Annual Lease Costs | \$217,000 | \$290,000 | \$298,000 | \$306,000 | \$314,000 | \$1,425,000 |

⁽¹⁾ The Base Rent is subject to three percent (3%) increases per annum.

⁽²⁾ Rent is abated for month 2.

⁽³⁾ One time rent credit.

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

COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE

| | Existing Lease: 3055 Wilshire Blvd, Los Angeles | Proposed Lease Amendment: 3055 Wilshire Blvd, Los Angeles | Change |
|--|--|--|----------------------------------|
| Area (Square Feet) | 8,054 sq.ft. | 8,054 sq.ft. | No Change |
| Term (years) | 5 years | 5 years | No Change |
| Annual Base Rent ⁽¹⁾ | \$261,000 | \$228,000 | -\$33,000 annually |
| Annual Parking Cost | \$55,000 | \$55,000 | No change |
| Total Annual Lease Costs payable to Landlord | \$316,000 | \$217,000 which includes one month of rent abatement and a one-time credit of \$47,000 | -\$99,000 annually |
| Rental rate adjustment | Annual fixed 4 percent increases | Annual fixed 3 percent increases | Annual fixed 3 percent increases |

⁽¹⁾ Does not include rent abatement and rent credit

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

SHERIFF'S DEPARTMENT

SPACE SEARCH – 3 MILE RADIUS FROM
3055 WILSHIRE BOULEVARD

| LACO | Property Name | Address | Ownership | Gross SQFT | Vacant |
|----------|---|---|-------------------|------------|--------|
| A429 | HS - Office of Diversion and Reentry | 222 S Hill St., Los Angeles, CA 90012 | Leased | 15,738 | No |
| A429 | HS - Office of Diversion and Reentry | 222 S Hill St., Los Angeles, CA 90012 | Leased | 16,769 | No |
| A627 | County Admin Offices - LA World Trade Center | 350 S Figueroa St., Los Angeles, CA 90071 | Leased | 15,601 | No |
| A632 | Office of Inspector | 312 S Hill St. Grand Central Market, Los Angeles, CA 90012 | Leased | 9,782 | No |
| 0181 | Kenneth Hahn Hall of Administration | 222 N Grand, Los Angeles, CA 90012 | Owned | 8,976 | No |
| 0181 | Kenneth Hahn Hall of Administration | 222 N Grand, Los Angeles, CA 90012 | Owned | 15,592 | No |
| A336 | Sheriff - Wilshire Centre Building | 3055 Wilshire Blvd, Los Angeles, CA 90010 | Leased | 8,054 | No |
| 10108 | Vermont Corridor - Site 1 | 510 S Vermont Ave, Los Angeles, CA 90020 | Revenue-Leaseback | 17,203 | No |
| P0000015 | 2200 W 3rd - Rampart/ Westlake Healthcare Clinic | 2200 W 3rd St, Los Angeles, CA 90057 | Leased | 5,901 | No |
| B500 | DHS - Workforce Development Program | 500 S Virgil Ave, Los Angeles, CA 90020 | Permit | 8,000 | No |

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease Amendment for the Sheriff's Department – 3055 Wilshire Boulevard, Los Angeles – Second District.

A. Establish Service Function Category – Sheriff's Psychological Service Bureau (PSB)

B. Determination of the Service Area – The proposed lease renewal will allow the Sheriff to continue providing services to sworn officers throughout the County.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continuing need for existing operation to be centrally located in support of PSB services.
- 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 including a Metro bus lines and Metro B line.
- 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 to meet the Sheriff's needs.
- Compatibility with local land use plans: The City of Los Angeles 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 amendment over the entire term is \$1,425,000.

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 \$27 and \$31.80 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year for the proposed lease amendment represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed 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 amendment will provide adequate and efficient office space for 32 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

AMENDMENT NO. 1 TO LEASE NO. 300037
COUNTY OF LOS ANGELES
SHERIFF DEPARTMENT
3055 WILSHIRE BOULEVARD, SUITE 200, LOS ANGELES, CA 90010

This AMENDMENT NO. 1 TO LEASE NO. 300037 ("Amendment No. 1") is made, entered and dated as of this ____ of _____, 2024 ("Effective Date"), by and between 3055 WILSHIRE, LLC, a California limited liability company (the "Landlord"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), for certain premises located in that certain building located at 3055 Wilshire Boulevard, City of Los Angeles, County of Los Angeles, State of California ("Building").

RECITALS:

- A. WHEREAS, Landlord and Tenant entered into that certain lease agreement dated April 14, 2020 (the "Original Lease") where Landlord leased to Tenant and Tenant leased from Landlord approximately 8,054 rentable square feet located in Suite 200 of the Building ("Premises"). The Original Lease and this Amendment No. 1 shall be collectively referred to herein as the "Lease".
- B. WHEREAS, Landlord and Tenant desire to, among other matters, extend the Term of the Lease and desire to amend the Lease as set forth below.
- C. Unless otherwise defined herein, capitalized terms used herein shall have the meanings as defined in the Original Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and mutual covenants, promises, and conditions hereinafter contained, the parties hereby agree, to amend the Lease as follows:

1. EXTENSION OF THE LEASE TERM. The Term of the Lease shall be extended by a period of five (5) years commencing on the first day of the first month following the Effective Date (the "Extension Term Commencement Date"). The period commencing on the Extension Term Commencement Date and terminating on the day immediately before the fifth (5th) anniversary of the Extension Term Commencement Date shall be referred to herein as the "Extension Term."
2. BASE RENT. Effective upon the Commencement Date, Section 1.1h., Base Rent, of the Original Lease is hereby deleted in its entirety and the following paragraph shall be added as a new Section 1.1h, Base Rent, to the Original Lease:
- h. Base Rent: Eighteen Thousand Nine Hundred Twenty-Six and 90/100 Dollars (\$18,926.90) per month (i.e., \$2.35 per rentable square foot per month) adjustable only as provided in Section 5 hereof.
3. RENT. Effective upon the Commencement Date, Section 5, RENT, of the Original Lease is hereby deleted in its entirety and following paragraphs shall be added as a new Section 5, RENT, to the Lease:

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 fifteen (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 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, a 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

Tenant agrees to pay as Base Rent for the Premises during the Extension Term,

as described in Section 1.1.h.

From and after the first (1st) anniversary of the Extension Term Commencement Date (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by three percent (3%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent for the Premises shall be as follows:

| Months of Extension Term | Monthly Installment of Base Rent | Rate per Rentable Square Foot |
|--------------------------|----------------------------------|-------------------------------|
| 1-12 | \$18,926.90 | \$2.35 |
| 13-24 | \$19,494.71 | \$2.42 |
| 25-36 | \$20,079.55 | \$2.49 |
| 37-48 | \$20,681.93 | \$2.57 |
| 49-60 | \$21,302.39 | \$2.64 |

4. RENT ABATEMENT. Provided Tenant is not in material default under any material term or provision of the Lease beyond any applicable notice and cure period, the Base Rent for the second (2nd) month of the Extension Term shall be abated in the sum of \$18,926.90. Notwithstanding the foregoing or any language to the contrary contained herein, Landlord agrees to credit to Tenant the sum of \$47,000.00 that shall be credited towards the Base Rent upon the Extension Term Commencement Date to compensate Tenant for holdover rent to be paid by Tenant through December 31, 2024.

5. EARLY TERMINATION. Effective upon the Extension Term Commencement Date, Section 4.2, Termination Rights, of the Original Lease is hereby deleted in its entirety and the following paragraph shall be added as a new Section 4.2, Early Termination:

"4.2. Early Termination: Provided Tenant is not in material default under any material term or provision contained in the Lease beyond any applicable notice and cure period, Tenant shall have a one-time right ("Termination Option") to terminate the Lease effective at any time after the twenty-fourth (24th) month of the Extension Term ("Termination Date"), by giving no less than one hundred twenty (120) days prior written notice to Landlord of such intent, such notice to be executed by Tenant's Chief Executive Office. If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. No termination fee or penalty shall be imposed on Tenant in connection with Tenant's exercise of the Termination Option hereunder. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in the Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this Section."

6. COUNTERPARTS; ELECTRONIC SIGNATURES. This Amendment No. 1 and any other

document necessary for the consummation of the transaction contemplated by this Amendment No. 1 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 Amendment No. 1 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 Amendment No. 1 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 Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend 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 Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 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.

7. CHOICE OF LAW. The terms and provisions of this Amendment No. 1 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of laws provisions.

8. ENTIRE AGREEMENT AND MODIFICATION. The Lease as modified by this Amendment No. 1 constitutes the final, complete and exclusive statement of the terms of the agreement of Tenant and Landlord, and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of Tenant and Landlord. This Amendment No. 1 shall be deemed to be incorporated into the Lease and made a part thereof. All references to the Lease in any other document shall be deemed to refer to the Lease as modified by this Amendment No. 1. Except as modified by this Amendment No. 1, all of the terms and conditions of the Lease shall remain in full force and effect. In the event that the terms of this Amendment No. 1 conflict with the terms of the Lease and its schedules, the terms of this Amendment No. 1 shall control. Neither Tenant nor Landlord has been induced to enter into this Amendment No. 1 by, nor is Tenant or Landlord relying upon, any representation or warranty other than those set forth in this Amendment No. 1. Any agreement made after the date of this Amendment No. 1 shall be ineffective to amend this Amendment No. 1, in whole or in part, unless such agreement is in writing, is signed by Tenant and Landlord, and specifically states that the agreement amends or modifies this Amendment No. 1 (or the Lease, as amended by this Amendment No. 1).

9. PARTIAL INVALIDITY. If any term, covenant or provision of this Amendment No. 1 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 1, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable,

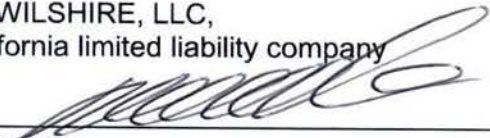
will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 1 will be valid and enforceable to the fullest extent permitted by law.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the Effective Date.

LANDLORD:

3055 WILSHIRE, LLC,
a California limited liability company

By: 
Name: David Y. Lee
Title: _____

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

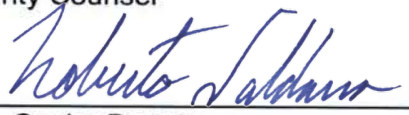
ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | |
|---|--|--|
| CLUSTER AGENDA REVIEW DATE | 11/20/2024 | |
| BOARD MEETING DATE | 12/17/2024 | |
| 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) | Probation | |
| SUBJECT | Nine-year lease for 21,680 square feet of office space and 111 on-site parking spaces at 1652-1668 West Mission Boulevard, Pomona | |
| PROGRAM | Post-Release Supervised Persons Assembly Bill (AB) 109 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 If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter. | |
| DEADLINES/ TIME CONSTRAINTS | | |
| COST & FUNDING | Total cost: \$6,858,000 for the entire term | Funding source: The rental costs will be funded by net County cost (NCC) and AB 109 revenue that is already included in Probation's existing budget. Probation will not be requesting additional NCC for this action |
| | TERMS (if applicable): The proposed lease will have an estimated maximum first year base rental cost is \$599,000, which includes parking at no additional cost. The landlord will be responsible for the operating expenses, including janitorial, repair and maintenance to the building. The County is responsible for electric. | |
| | 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 Probation. Probation 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 Probation. | |
| PURPOSE OF REQUEST | Approval of the recommended actions will authorize and provide continued use of office space for Probation. | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | The lease has been in holdover since February 28, 2023, with no holdover fee. This proposed renewal was previously approved as one of the AB 109 leases to renew. | |
| 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"

December 17, 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:

**NINE-YEAR LEASE
PROBATION DEPARTMENT
1652-1668 WEST MISSION BOULEVARD, POMONA
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed nine-year lease to renew an existing lease to provide the Probation Department (Probation) continued use of 21,680 square feet of office space and 111 on-site parking spaces for the Post-Release Supervised Persons (PSP) Assembly Bill (AB) 109 Program.

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 SAFCO EQUITY PARTNERSHIP, LP., a California limited partnership (Landlord), for approximately 21,680 square feet of office space and 111 on-site parking spaces located at 1652-1668 West Mission Boulevard, Pomona (Premises) to be occupied by Probation. The estimated maximum first-year base rental cost is \$599,000. The estimated total proposed lease cost, including electricity, is \$6,858,000 over the nine-year term. The rental costs will be funded by net County cost (NCC) and AB 109 revenue that is already included in

Probation's existing budget. Probation will not be requesting additional NCC for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate 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

Probation has occupied the Premises since 1991 to provide services to the East San Gabriel Valley area. The lease expired on February 28, 2023, with no additional holdover fees. Services at the Premises include investigation, assessment, supervision of juvenile Probation clients, adult Probation clients, and PSP AB 109 program. The clients require Probation's oversight after release by the State of California. The office also provides Probation services to the Superior Court mandated by State Law, community-based organizations and other agencies. Supervision of clients occurs in the office and in the field.

There are approximately 134 staff using 134 workstations at the Premises and approximately 50-100 visitors per day. Due to the direct services provided by Probation at the Premises, teleworking is not a viable option. Probation would like to remain at the Premises due to the high costs of relocating, and lack of available alternative space in the service area.

It is expected that Probation will continue servicing the public in this region of Los Angeles County indefinitely. The proposed lease will enable Probation to remain and serve Los Angeles County, avoid relocation costs, and interruption of services. The proposed Premises is centrally located and is near public bus transportation routes.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – *“Realize Tomorrow’s Government Today”* – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed lease supports the above goals and objective by allowing Probation to continue operating in a location directly in the community which provides easy access to information and responsive services.

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 \$599,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term, including electricity, is \$6,858,000 as shown in Enclosure B-1. The proposed lease costs will be funded by NCC and AB 109 revenue that is already included in Probation's existing budget. Probation 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 Probation. Probation 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 Probation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual rental rate will increase from \$22.80 per square foot, per year to \$27.60 per square foot, per year. Base rent is subject to annual increases based on fixed annual increases of 3 percent.
- The Landlord is responsible for the operating and maintenance costs of the building, and the County is responsible for utilities. The County is not subject to the building's operating expense increases.
- There are 111 on-site parking spaces included in the base rent at no additional cost.
- A comparison of the existing lease and the proposed lease terms is shown in Enclosure B-2.
- The proposed lease proposes a nine-year term with no option to extend.
- The County has the right to terminate the proposed lease early any time after the 48th month, with 180 days' prior written notice to the Landlord.
- Holdover at the proposed lease expiration is permitted on the same lease terms

and conditions except the monthly base rent during the holdover period will increase by 3 percent of the base rent at the time of the lease expiration for the first three months and then increase by 25 percent. Any holdover rent paid during the holdover period will be credited back to the County if the County renews the proposed lease.

- The County shall have the Right of First Offer to lease any additional space of the building.
- The proposed lease will be effective and the term and rent will commence upon the first day of the first calendar month following approval by the Board and full execution of the proposed lease.

The Chief Executive Office 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 \$22.32 and \$30.60 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature of services provided by Probation at this location.

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

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Pomona has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and 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 continue to provide a suitable location for Probation's programs, which is consistent with the County's Facility Location Policy, adopted by the Board 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 for this County requirement. Probation concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

**PROBATION DEPARTMENT
1652-1668 WEST MISSION BOULEVARD, POMONA**

Asset Management Principles Compliance Form¹

| 1. | <u>Occupancy</u> | Yes | No | N/A |
|--|--|-----|----|-----|
| A | Does lease consolidate administrative functions? ² | | | X |
| B | Does lease co-locate with other functions to better serve clients? ² | | | X |
| C | Does this lease centralize business support functions? ² | | | X |
| D | Does this lease meet the guideline of 200 sq. ft. of space per person? ² Based on 134 employees, it is 162 square feet per person | | X | |
| E | Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 111 spaces is a 5.12/1,000 parking ratio | | X | |
| F | Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ² | 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 attached as Enclosure C? | X | | |
| G | Was build-to-suit or capital project considered? ² | | 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 with other County departments? | | | |
| | 1. ____ The program clientele requires a "stand alone" facility. | | | |
| | 2. ____ 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? ² County pays electric. | | 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 adopted by the Board of Supervisors 11/17/98 | | | | |
| ² If not, why not? | | | | |

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

1652- 1668 Mission Blvd, Pomona
 Probation

Basic Lease Assumptions

| | | |
|------------------------|----------------|---------------|
| Leased Area (sq.ft.) | 21,680 | |
| Parking Spaces | 111 | |
| | Monthly | Annual |
| Rent (per sq. ft.) | \$2.30 | \$27.60 |
| Term (Months) | 108 | 9 |
| Rent Abatement | 0 | |
| Annual Rent Adjustment | 3% | |

| | 1 st Year | 2 nd Year | 3 rd Year | 4 th Year | 5 th Year | 6 th Year | 7 th Year | 8 th Year | 9 th Year | Total 9 Year Rental Costs |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|---------------------------|
| Annual Base Rent Costs | \$599,000 | \$617,000 | \$636,000 | \$656,000 | \$676,000 | \$697,000 | \$718,000 | \$740,000 | \$763,000 | \$6,102,000 |
| Total Lease Costs Paid to LL | \$599,000 | \$617,000 | \$636,000 | \$656,000 | \$676,000 | \$697,000 | \$718,000 | \$740,000 | \$763,000 | \$6,102,000 |
| Utilities-Electric⁽¹⁾ | \$84,000 | \$84,000 | \$84,000 | \$84,000 | \$84,000 | \$84,000 | \$84,000 | \$84,000 | \$84,000 | \$756,000 |
| Total Annual Lease Costs | \$683,000 | \$701,000 | \$720,000 | \$740,000 | \$760,000 | \$781,000 | \$802,000 | \$824,000 | \$847,000 | \$6,858,000 |

⁽¹⁾ County is responsible for electric cost. Based on historical FY23-24 use. Subject to change.

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

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

| | Existing Lease: 1652-1668 West Mission Boulevard | Proposed Lease 1652-1668 West Mission Boulevard | Change |
|--|---|--|---------------------------------|
| Area (Square Feet) | 21,680 sq.ft. | 21,680 sq.ft. | None |
| Term (years) | Seven years | Nine years | + 2 years |
| Annual Base Rent | \$495,000 | \$599,000 | +\$104,000 |
| Total Annual Lease Costs payable to Landlord | \$495,000 | \$599,000 | +\$104,000 |
| Rental rate adjustment | None | Fixed adjustments at 3 percent. | Fixed adjustments at 3 percent. |

*All numbers are rounded up.

**PROBATION DEPARTMENT
SPACE SEARCH – 3 MILE RADIUS FROM
1652-1668 WEST MISSION BOULEVARD, POMONA**

| LACO | FACILITY NAME | ADDRESS | OWNERSHIP TYPE | GROSS SQ FT | VACANT |
|-------|--|---|----------------|-------------|--------|
| A563 | Alternate Public Defender - Pomona Office | 101 W Mission Blvd, Pomona, CA 91766 | Leased | 2,744 | NONE |
| 11073 | Brackett Field | 1615 W Mckinley Ave, La Verne, CA 91750 | County Owned | 11,200 | NONE |
| D602 | DPSS - Pomona WS District Office | 2040 W Holt Ave, Pomona, CA 91768 | County Owned | 54,265 | NONE |
| 11990 | Mountain Meadows Golf Course - Range Support Building | 1875 Fairplex Dr, Pomona, CA 91768 | County Owned | 700 | NONE |
| 3819 | Pomona Superior Court - North | 350 W Mission Blvd, Pomona, CA 91766 | County Owned | 154 | NONE |
| 5307 | PH - Pomona Public Health Center | 750 S Park Ave, Pomona, CA 91766 | County Owned | 16,560 | NONE |
| 5307 | PH - Pomona Public Health Center | 750 S Park Ave, Pomona, CA 91766 | County Owned | 15,980 | NONE |
| A300 | District Attorney - Pomona Intervalley Office Building | 300 S Park Ave, Pomona, CA 91766 | Leased | 8,091 | NONE |
| A300 | District Attorney - Pomona Intervalley Office Building | 300 S Park Ave, Pomona, CA 91766 | Leased | 10,207 | NONE |
| A238 | CSSD - Pomona | 3179 W Temple Ave, Pomona, CA 91768 | Leased | 50,756 | NONE |
| A052 | DPSS-360 E Mission Blvd | 360 E Mission Blvd, Pomona, CA 91766 | Leased | 15,750 | NONE |
| 5309 | Pomona Courthouse - South | 400 Civic Center Plaza, Pomona, CA 91766 | County Owned | 189,412 | NONE |
| A670 | DCFS - Corporate Center | 801 Corporate Center Dr, Pomona, CA 91768 | Leased | 49,414 | NONE |
| X643 | Fire Station 189 | 1101 W Mckinley Ave, Pomona, CA 91768 | County Owned | 2,500 | NONE |

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Probation Department –
1652 - 1668 West Mission Boulevard, Pomona – First District.

A. Establish Service Function Category – Post-Release Supervised Persons (PSP)
AB 109 program for the East San Gabriel Valley and other services.

B. Determination of the Service Area – The proposed lease will allow Probation to
continue services located within the East San Gabriel Valley region.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: The office provides convenient accessibility of services to clients in the East 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 and is within close proximity to the junction of the 10, 57, and 71 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 existing County buildings available to meet the Department's service needs.
- Compatibility with local land use plans: The City of Pomona 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 \$6,858,000.

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 \$22.32 and \$30.60 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year for the proposed lease represents a rate that is within the market range for the area.

D. 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 134 employees 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
SAFCO EQUITY PARTNERSHIP, L.P. – Landlord**

**1652–1668 WEST MISSION BOULEVARD
POMONA, CALIFORNIA 91766**

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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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2024 between SAFCO EQUITY PARTNERSHIP, L.P., a California limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

| | |
|-------------------------------------|--|
| (a) Landlord's Address for Notices: | SAFCO EQUITY PARTNERSHIP, L.P. Attn.: Mr. Thomas S. Klugman 11030 Santa Monica Blvd., Suite 300 Los Angeles, CA 90025-4379 Email: tom@safcocapital.com |
| (b) Tenant's Address for Notices: | 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 With a copy to: 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 |

| | |
|---|---|
| (c) Premises: | Approximately 21,680 rentable square feet (RSF), identified on <u>Exhibit A</u> attached hereto in the Building (defined below). The Premises is comprised of Suites 1652, 1660, and 1668 (the "Premises"). |
| (d) Building: | The Building located at 1652-1668 W Mission Boulevard, Pomona, California, 91766 which is currently assessed by the County Assessor as APN 8349-00-1035 (collectively, the "Property"); |
| (e) Term: | <p>Nine (9) years, commencing on the first day of the month following full execution of the Lease (the "Rent Commencement Date") and terminating at midnight on the last day of the full 108th month after the Rent Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein.</p> <p>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.</p> |
| (f) Rent Commencement Date | Set forth in Paragraph 5.1. |
| (g) Irrevocable Offer Expiration Date: (see Section 33) | N/A |
| (h) Base Rent: | Initial Base Rent shall be \$2.30 per rentable square foot per month, which is \$49,864.00 per month or \$598,368.00 per year. |
| (i) Early Termination (see Section 4.4) | One hundred eighty (180) days' notice at any time after the 48th month following the Rent Commencement Date. |
| (j) Rentable Square Feet in the Premises: | 21,680 rentable square feet |
| (k) Initial Departmental Use: | Probation Administrative Office and AB109 in person Reporting Center, subject to Section 6. |
| (l) Parking Spaces: | There shall have the right to use 111 parking spaces which shall consist of 107 non-exclusive and 4 Reserved/exclusive parking spaces. |
| (m) Tenant's Hours of Operation: | 6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays |

| | |
|----------------------------|--|
| (n) Asbestos Report: | A report dated June 23, 2009 prepared by Envirocheck, Inc., a licensed California Asbestos contractor. |
| (o) Seismic Report | A report dated March 3, 2020, and revised August 21, 2023, prepared by the Department of Public Works. |
| (p) Disabled Access Survey | A report dated _____, 20__ prepared by _____. |

| | |
|------------------------------|---|
| 1.2 <u>Exhibits to Lease</u> | 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 |
|------------------------------|---|

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 Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

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 be for a period of nine years commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending 108 months thereafter. 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 for the Premises in the form attached hereto as Exhibit B.

4.2 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1 (i). Tenant will have the right to terminate the Lease in whole or in part for any reason after the 48th month following the Commencement Date of the Lease. Such right may be exercised by Tenant on (i) 180 days' written notice to Landlord.

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 fifteen (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 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, a 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 Increases

The Base Rental rate for the Premises is subject to three percent (3.0%) increases per annum as set forth in the Base Rent schedule shown below:

| <u>Months (Term)</u> | <u>Monthly Base Rent</u> |
|----------------------|--------------------------|
| 1-12 | \$49,864.00 |
| 13-24 | \$51,359.92 |
| 25-36 | \$52,900.72 |
| 37-48 | \$54,487.74 |
| 49-60 | \$56,122.37 |
| 61-72 | \$57,806.04 |
| 73-84 | \$59,540.22 |
| 85-96 | \$61,326.43 |
| 97-108 | \$63,166.22 |

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other 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 sixty (60) days written notice from Landlord or sixty (60) days written notice from Tenant's Chief Executive Officer or his/her designee at the same rent as the last monthly Base Rent payable under this Lease for a period of three (3) months and thereafter the rent shall increase one-hundred and twenty-five percent (125%)(the additional 25% over the amount of the last monthly Base Rent being referred to herein as the "Holdover Fee"), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. In the event Tenant renews the Lease beyond the holdover period, Landlord shall credit Tenant the amount of Holdover Fee actually paid by Tenant against the Base Rent due and payable during the first month of the renewal period.

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 the same value, condition and character that existed immediately prior to such casualty in less than two hundred forty (240) 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 thirty (30) 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 the same value, condition and character that existed immediately prior to such casualty in less than two hundred forty (240) 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, as of the date hereof and on the Rent Commencement Date:
 - i. 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 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 any Work Letter.

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

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 with the exception that Tenant and not the Landlord shall be responsible for the HVAC equipment servicing the mechanical rooms housing the Tenant's computer servers and related equipment;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
- (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 as mutually agreed to by Tenant and Landlord);
 - ii. interior partitions (walls), not portable partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. 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, (including all electrical wires and connections with work station cubicles)

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 start such maintenance or repair action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than 30 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, providing proof of such action has been provided to Landlord. If not reimbursed by Landlord within thirty (30) days after written notice and completion of work, 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. 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 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.

- (b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises. Tenant shall pay for its own electric service separately metered directly to the Utility.

(c) 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.

(d) Janitorial

Landlord, at its sole cost and expense, shall provide basic janitorial service 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.

(e) 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.

(f) 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. Tenant and its employees will make every effort to control Pest "Attractants" such as food in the Premises.

11.2 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, gas, heating and common area power and lighting, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are 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) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written

notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during 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 perform such obligation within thirty (30) 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 thirty (30) 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, or began to resolve this "default", 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) plus interest at the rate of ten percent (10%) per annum 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 providing the Landlord's failure to perform has materially affected the Tenant's use of the Premises.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default 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, after notifying Landlord and allowing the Landlord the ability to perform repairs, and if Landlord cannot promptly perform said work, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

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 with first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall not relieve Tenant of any liability under this Lease, which Landlord shall not

unreasonably withhold if in the Landlord's opinion the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Property by Landlord, Landlord shall provide) thirty (30) days 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 legal title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's use, 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 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 this Lease, 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.

(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. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation

of insureds provision with no insured versus insured exclusions or limitations.

20.3 Insurance Coverage Types And Limits

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

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

| | |
|--|--------------|
| General Aggregate: | \$ 2 million |
| Products/Completed Operations Aggregate: | \$ 1 million |
| Personal and Advertising Injury: | \$ 1 million |
| Each Occurrence: | \$ 1 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: | \$ 4 million |
| Products/Completed Operations Aggregate: | \$ 4 million |
| Personal and Advertising Injury: | \$ 2 million |
| Each Occurrence: | \$ 2 million |

(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 park in any of the unreserved and reserved parking spaces set forth in Section 1.1, and Landlord shall permit Tenant to use additional parking spaces in excess of the parking provided when available and both at no additional cost to the Tenant. No 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 Buildings.

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, a material number of the parking spaces required above are not available to Tenant for more than 30 consecutive days, (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

a) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to one hundred (\$100.00) per parking space that is not available to tenant.

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 expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or 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. 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.

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

24.1 Landlord Obligations and Construction Schedule

Landlord, at Landlord's sole cost and expense, and as mutually agreed upon by Landlord and Tenant, shall provide new paint and carpet in the Premises in coordination with the County. Landlord shall be responsible for lifting furniture as needed. Landlord shall complete the paint and carpet within the existing term of this Lease.

24.2 Code Compliance

The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. **Without limiting the generality of the foregoing, construction of the Tenant**

Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the tenant improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Any work, including construction, that Landlord must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Landlord's sole cost and expense. Any work undertaken to meet applicable code requirements necessitated by Tenant's special requirements shall be at Landlord's sole cost and expense.

24.3 Completion

All work related to the Tenant Improvements shall be performed during non-business hours of Tenant. To the extent that such work cannot be completed during non-business hours, Landlord shall use its best efforts to perform the work in a manner so as to minimize any disruption of Tenant's use of the Premises.

24.4 Delay

Completion may be delayed by:

- a. Acts or omissions of Tenant or its employees or agents (including any change orders requested by Tenant), or
- b. Any act of God which Landlord could not have reasonably foreseen and provided for, or
- c. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and which Landlord could not have reasonably foreseen and provided for, or
- d. Any war or declaration of a state of national emergency, or
- e. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the tenant improvements.

24.5 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative

net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must be signed and dated by the Chief Executive Officer or his/her designee in order to be considered approved. Tenant shall have the right to audit the cost of the changes at any time after the Commencement Date. If Tenant requests a rent reduction due to its audit of these costs, Tenant shall provide Landlord with a copy of the audit summary as part of its request.

24.6 Construction

Construction of the Tenant Improvements will be subject to the following terms and conditions:

a. Notice of Nonresponsibility. Landlord and its contractors and subcontractors shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

b. Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of Substantial Completion. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

c. Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Tenant'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. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

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

30. **GENERAL**

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within Fifteen (15) 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.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, 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.

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. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the first twelve (12) months of Lease Commencement Date, Landlord intends to offer leasable space located contiguous to the Premises (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate 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 forty-five (45) business days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such forty-five (45) business day period, all (but not part) of the Additional Premises 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, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the 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 the 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 the 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 Expansion Commitment within the forty-five (45) business day period prescribed above, 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 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 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.

[Signatures on the following page.]

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

LANDLORD:

SAFCO EQUITY PARTNERSHIP, L.P.,
a California limited partnership

By: Safco Holding Corp;
a California corporation
Its: General Partner

By: 
John Safi
President

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

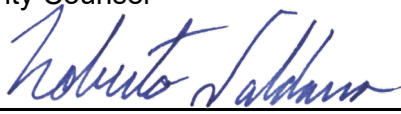
By: 
Senior Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

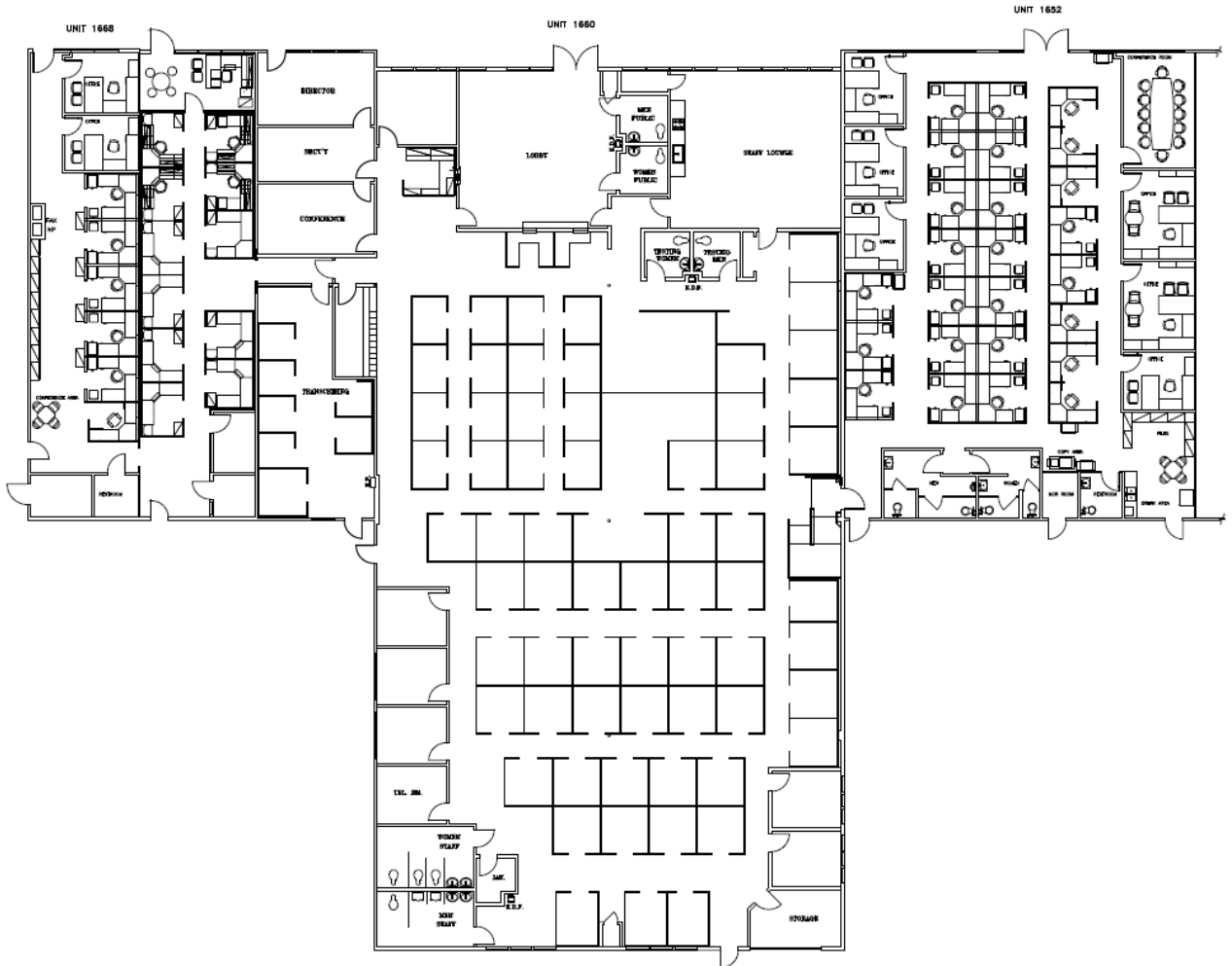


EXHIBIT B

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

Reference is made to that certain Lease Agreement ("Lease") dated _____, 2024, between County of Los Angeles, a body corporate and politic ("Tenant"), and SAFCO EQUITY PARTNERSHIP, L.P., a California limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 1652 -1668 West Mission Boulevard, Pomona, California ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Tenant now occupies the same;
- 2) The Rent commenced on _____ ("Rent Commencement Date");
- 3) The Premises contains 21,680 rentable square feet of space; and
- 4) Initial Base Rent is \$49,864.00 per month for the first year.

For clarification and the purpose of calculating future rental rate adjustments, the Base Rent for the Premises is subject to three percent (3.0%) increases per annum.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Joyce Chang
Senior Manager

Landlord:

SAFCO EQUITY PARTNERSHIP, L.P.,
a California limited partnership

By: Safco Holding Corp;
a California corporation

Its: General partner

By: _____
John Safi
President

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. 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. Waste baskets, other trash receptacles emptied.
4. Chairs and waste baskets returned to proper position.
5. Fingerprints removed from glass doors and partitions.
6. Drinking fountains cleaned, sanitized and polished.
7. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
8. Bulb and tube replacements, as required.
9. Emergency exit signage and egress battery replacement (if applicable).
10. Graffiti expunged as needed within two working days after notice by Tenant.
11. Floors washed as needed.
12. Standard kitchen/lunchroom/restroom supplies replenished, including, but not limited to, paper supplies and soap.
13. Exclusive day porter service from ___ a.m. to _____ p.m.

B. WEEKLY

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

C. MONTHLY

16. Floors washed and waxed in uncarpeted office area (as applicable)
17. High-reach areas, door frames and tops of partitions dusted.
18. Wall vents and ceiling vents vacuumed.
19. Carpet professionally spot cleaned as required to remove stains.
20. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

21. Light fixtures cleaned and dusted, but not less frequently than quarterly. (semi-annually or as needed)
22. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
23. HVAC units serviced for preventative maintenance purposes, all filters changed. (semi annually)

E. SEMI-ANNUALLY

24. Windows washed as required inside and outside but not less frequently than twice annually.
25. All painted wall and door surfaces washed and stains removed.
26. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

27. 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.
28. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

29. 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.
30. 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.
31. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
32. 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:
 - heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
 - moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
 - clean light traffic areas a minimum of once per year.

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

33. 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.³⁴ All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

To Lender: _____

To Borrower: _____

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: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

Re: Date of Certificate: _____
Lease Dated: _____
Current Landlord: _____
Located at: _____
Premises: _____
Commencement Date of Term: _____
Expiration Date: _____
Current Rent: _____

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

1. Firm Name: _____

2. Address: _____

3. Contact Person/Telephone Number: _____

4. Total number of employees in the firm: _____

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

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

| 2. Total Number of Ownership/Partners, Etc.: _____ | | | III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION | | |
|--|--------------|-------|---|------------------------------|-----------------------------|
| 3. Provide the percentage of ownership in each category. | All Employee | Women | Is your firm currently certified as a minority owned business firm by the: | | |
| Black/African American | | | State of California? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Hispanic/Latin American | | | City of Los Angeles? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Asian American | | | Federal Government? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Portuguese American | | | 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 _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

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

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

Dated: _____, 20__.

LANDLORD:

SAFCO EQUITY PARTNERSHIP, L.P.,
a California limited partnership

By: Safco Holding Corp;
a California corporation
Its: General partner

By: _____
John Safi
President

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

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)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | | |
|---|--|---|--|
| CLUSTER AGENDA REVIEW DATE | 12/4/2024 | | |
| BOARD MEETING DATE | 12/17/2024 | | |
| 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 (Department) | | |
| SUBJECT | Sheriff's Department is seeking Board approval of an Amendment to Model Master Agreement (Model Agreement) that will add to the existing Model Agreement a provision to procure as-needed clinical interviews and psychological evaluation services (Services) of individuals applying to receive a license to carry a concealed weapon (CCW). | | |
| PROGRAM | Psychological Services, CCW Unit | | |
| 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: N/A | | |
| SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable | | |
| DEADLINES/ TIME CONSTRAINTS | None | | |
| COST & FUNDING | Total cost: N/A | Funding source: The Services provided to CCW applicants will be fully paid for by the applicant. | |
| | TERMS: Three years with four additional one-year option periods. Final expiration date: 08/05/2028 | | |
| | Explanation: | | |
| PURPOSE OF REQUEST | If it is determined that the CCW applicant requires a psychological assessment, California Penal Code section 26190(e)(1) authorizes the licensing authority to refer the applicant to a licensed psychologist acceptable to the licensing authority for the purpose of administering a psychological assessment on the CCW applicant. | | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | Approval of the recommended actions will allow the Department's contracted psychologists to perform as-needed psychological evaluations and clinical interviews of CCW applicants and assist the Department's CCW Unit in rendering a determination on applicant's psychological suitability to carry a concealed weapon safely and responsibly. | | |
| 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"> • Cynthia Lopez, Administrative Services Manager III, (213) 229-3267, ctlopez@lasd.org • Donald Fitzpatrick, Lieutenant, (213) 229-3110, djfitzpa@lasd.org | | |

December 03, 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 AN AMENDMENT TO MODEL MASTER AGREEMENT
NUMBER 676 FOR PSYCHOLOGICAL SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of an Amendment to Model Master Agreement (Model Agreement) for Psychological Services for the Department's Personnel Administration, Pre-Employment Unit. The Amendment will add to the existing Model Agreement a provision to procure as-needed clinical interviews and psychological evaluation services (Services) of individuals applying to receive a license to carry a concealed weapon (CCW).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute Amendments substantially similar to the attached Amendment with qualified vendors to provide as-needed Services for psychological evaluations and clinical interviews of CCW applicants.
2. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Orders to the Agreements as set forth throughout the Model Agreement, including Amendments and Change Orders to increase the rates for administering or scoring the Evaluation Tests of CCW applicants as approved by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

California Penal Code section 26150(a) authorizes the Sheriff of Los Angeles County to issue a license to applicants to carry a weapon capable of being concealed upon the person. If it is determined that the CCW applicant requires a psychological assessment, California Penal Code section 26190(e)(1) authorizes the licensing authority to refer the applicant to a licensed psychologist acceptable to the licensing authority for the purpose of administering a psychological assessment on the CCW applicant. The applicant will be charged for the actual cost of the assessment. Currently, the Department maintains a pool of qualified contractors that provide as-needed psychological evaluations and clinical interviews of law enforcement applicants for the Department's positions of deputy sheriff trainee, reserve deputy sheriff, custody assistant, and security officer.

Approval of the recommended actions will allow the Department's contracted psychologists to perform as-needed psychological evaluations and clinical interviews of CCW applicants and assist the Department's CCW Unit in rendering a determination on applicant's psychological suitability to carry a concealed weapon safely and responsibly. The Department will continue to establish Master Agreements with contractors qualified to perform pre-employment psychological evaluations and clinical interviews of applicants for law enforcement positions, as well as CCW applicants requiring a psychological assessment pursuant to California Penal Code 26190(e)(1).

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy I. Prevention, Protection, and Security: Support and invest in innovative practices, crime prevention resources, and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

No Fiscal Impact. Effective January 1, 2024, pursuant to California Penal Code Section 26190(e)(1), the Services provided to new CCW applicants will be fully paid by the applicants.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Model Master Agreement for Services was approved by the Board on July 13, 2021, and will expire on August 5, 2028. In accordance with the Board's delegation of authority, the Sheriff executed Agreements with Susan Saxe-Clifford, Ph.D., ABPP, Psychological Consulting Associates, Inc., and Shaffer Psychological Institute. The current contractors will continue to provide as-needed Services to assist the Department's Personnel Administration Bureau's Pre-Employment Unit with the process for hiring the positions of deputy sheriff trainee, reserve deputy sheriff, custody assistant and security officer. The contractors will also provide as-needed psychological evaluations and clinical interviews of CCW applicants as specified in California Penal Code Section 26190(e)(1) and 26190(f)(1).

The Model Agreement contains all Board and Chief Executive Office requirements, including the Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The Amendment has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department Services. Approval of these actions will assist the Department in issuing CCW licenses to citizens who require a psychological evaluation and clinical interview to carry a weapon capable of being concealed.

The Request for Statement of Qualifications solicitation will remain open to allow for additional vendors to submit a Statement of Qualifications to become qualified contractors and provide as-needed Services to the Pre-Employment Unit and the CCW Unit.

The Honorable Board of Supervisors
December 03, 2024
Page 4

CONCLUSION

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

Sincerely,

ROBERT G. LUNA
SHERIFF

DRAFT

**AMENDMENT NUMBER XX
TO MASTER AGREEMENT NUMBER 676XX
FOR PSYCHOLOGICAL SERVICES**

This Amendment Number ____ (Amendment) to Master Agreement Number 676XX (Master Agreement) is entered into by and between the County of Los Angeles (County) and _____ (Contractor), effective upon execution by both parties.

- A. WHEREAS, on July 13, 2021, the County Board of Supervisors (Board) approved the Model Master Agreement for Psychological Services (Services) for the provision of as-needed psychological services for the Los Angeles County Sheriff's Department's (Department) Personnel Administration, Pre-Employment Unit; and
- B. WHEREAS, on _____ County and Contractor entered into the Master Agreement; and
- C. WHEREAS, on _____ County and Contractor entered into Amendment Number One to the Master Agreement to (1) exercise the first one-year option period and extend the term of the Master Agreement from August 6, 2024, through and including August 5, 2025, (2) update the County-mandated provisions regarding Consideration of Hiring GAIN/START Participants, Counterparts and Electronic Signatures and Representations, Public Records Act, and Termination for Improper Consideration, and (3) add the County-mandated provisions regarding Injury and Illness Prevention Program and Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding; and
- D. WHEREAS, County and Contractor agree to (1) add Attachment 2 [Statement of Work – Carry Concealed Weapon (CCW)] to the Master Agreement to include as-needed psychological services for CCW applicants, (2) amend Exhibit F (Rate of Compensation) to add the rate of compensation for psychological evaluations and clinical interviews of CCW applicants, and (3) add Exhibit N (CCW License Psychological Assessment) to justify the determination of whether or not a CCW applicant is psychologically suitable to safely and responsibly carry a concealed weapon.

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

- 1. Attachment 2 [Statement of Work – Carry Concealed Weapon (CCW)] is added to the Master agreement, attached hereto, to include as-needed psychological services for CCW applicants.

**AMENDMENT NUMBER XX
TO MASTER AGREEMENT NUMBER 676XX
FOR PSYCHOLOGICAL SERVICES**

2. Exhibit F (Rate of Compensation) of the Master Agreement is deleted in its entirety and replaced with the revised Exhibit F (Rate of Compensation), attached hereto, to include the rate of compensation for the psychological evaluation and clinical interview of CCW applicants.
3. Exhibit N (CCW License Psychological Assessment) is added to the Master Agreement, attached hereto, to justify the determination of whether or not a CCW applicant is psychologically suitable to safely and responsibly carry a concealed weapon.
4. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Master Agreement will remain the same and in full force and effect.
5. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

DRAFT

**AMENDMENT NUMBER XX
TO MASTER AGREEMENT NUMBER 676XX
FOR PSYCHOLOGICAL SERVICES**

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

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

[CONTRACTOR]

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: *Michele Jackson*
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 2

STATEMENT OF WORK

CARRY CONCEALED WEAPON (CCW)

PSYCHOLOGICAL SERVICES

DRAFT

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DRAFT

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) requires the services of one or more Qualified Contractors to provide Psychological Services to the Department's Carry Concealed Weapons (CCW) Unit. It is the intent of the Department to issue Work to Active Contractors on a rotational basis by geographical area as-needed. However, County Project Director or County Project Manager has the sole discretion to issue Work to any of the Contractors.
- 1.2 Contractor will provide Psychological Services to the Department as described herein that include, but are not limited to, the provision of psychological evaluations and clinical interviews of CCW applicants as specified in California Penal Code Section 26190(e)(1) and 26190(f)(1).
- 1.3 At County's sole discretion, Contractor may be requested and/or approved to provide psychological services remotely as required by County. Psychological services include, but are not limited to, remote evaluation testing, remote psychological evaluations, and remote video based clinical interviews. Contractor must obtain prior written approval from County Project Director or County Project Manager to administer any psychological services remotely.

2.0 PSYCHOLOGICAL EVALUATION AND CLINICAL INTERVIEW

- 2.1 Prior to conducting an Applicant's psychological evaluation and clinical interview, Contractor will:
 - 2.1.1 require the Applicant to complete the Contractor's Psychological Screening Consent and Release of Information Form; and
 - 2.1.2 require the Applicant to complete Contractor's Psychological History Questionnaire; and
 - 2.1.3 administer to the Applicant and score the Minnesota Multiphasic Personality Inventory-3 (MMPI-3), as specified in subparagraph 2.5 below; and
 - 2.1.4 County Project Director or County Project Manager has the sole discretion to approve remote psychological services as described in subparagraph 1.3 above.
- 2.2 Contractor will conduct the psychological evaluation and clinical interview using the Contractor's Psychological History Questionnaire in combination with a completed CCW application package provided to Contractor by the

Department pursuant to subparagraph 3.2.4 of this SOW. This information will be provided to Contractor in order for Contractor to evaluate the applicant and render a determination (either concern or no concern) if applicant is psychologically suitable to safely and responsibly carry a concealed weapon.

- 2.3 Contractor will review the completed background information package (refer to subparagraph 3.2.4 of this SOW) prior to conducting an Applicant's clinical interview.
- 2.4 Contractor will conduct a clinical interview for each Applicant referred to Contractor by County. Such clinical interview must not be less than thirty (30) minutes in duration.
 - 2.4.1 County Project Director or County Project Manager has the sole discretion to approve remote psychological services as described in subparagraph 1.3 above.
- 2.5 As part of the psychological evaluation and clinical interview process, Contractor will utilize the MMPI-3 evaluation test. The use of any other evaluation tests in lieu of the MMPI-3 must be pre-approved by County Project Manager prior to use by Contractor.
- 2.6 Contractor will not use any supplementary psychological tests unless prior written approval is obtained from County Project Manager.
- 2.7 Contractor will utilize professional discretion to explore concerns uncovered during the clinical interview and any information contained in the background investigator's notes.
- 2.8 Contractor will notify County of any changes in professional standards set forth in California Penal Code Section 26190 when Contractor has knowledge of any such changes.
- 2.9 County will notify Contractor of any changes in professional standards set forth in California Penal Code Section 26190 when County has knowledge of any such changes.
- 2.10 Any changes to the Master Agreement pursuant to subparagraph 2.8 or subparagraph 2.9 above will be in accordance with the procedures set forth in subparagraph 8.1 (Amendments and Change Orders) of the Master Agreement.
- 2.11 Contractor will rate all Applicants, according to the following ratings, as meeting the standards required:
 - 2.11.1 "NC" – Applicant demonstrates no level of concern.
 - 2.11.2 "C" – Applicant demonstrates a level of concern.

2.12 Notification of Clinical Interview Results

2.12.1 Following each clinical interview conducted, Contractor will complete Exhibit N (CCW License Psychological Assessment) of the Master Agreement. Contractor will rate all Applicants according to the following ratings:

2.12.1.1 "NC" will be reported as "Applicant demonstrates no level of concern," which means qualified; or

2.12.1.2 "C" will be reported as "Applicant demonstrates a level of concern," which means disqualified.

2.12.2 Within 72 hours of completion of a clinical interview, Contractor will email the completed Exhibit N (CCW License Psychological Assessment) of the Master Agreement, to the CCW Unit at CCWNotifications@lasd.org and securely email a copy to the County Project Manager. At County's sole discretion, Contractor may be required to send a copy of the completed Exhibit N (CCW License Psychological Assessment) by mail or delivered by messenger to the address listed below:

Los Angeles County Sheriff's Department
Hall of Justice
CCW Unit
211 West Temple Street, 8th Floor
Los Angeles, California 90012

2.13 Reports

2.13.1 In the event that the information contained in Exhibit N (CCW License Psychological Assessment) of the Master Agreement is unclear, upon request by the CCW Unit, Contractor may be required to provide an oral report to the CCW Unit, County Project Director, County Project Manager, or designee.

2.13.2 Contractor will provide, at no additional cost, any requested records and materials to the CCW Unit within ten (10) Business Days, unless specified otherwise. Records will be sent in accordance with sub-paragraph 2.12.2.

3.0 COUNTY RESPONSIBILITIES

3.1 Clinical Interview Authorization

Department will authorize Contractor to conduct a psychological evaluation and clinical interview as set forth in subparagraph 4.1 (Scheduling of Clinical Interviews) of this SOW. The schedule of availability will be e-mailed, faxed, or hand-delivered to Contractor on an as-needed basis when requesting

Contractor services.

3.2 Scheduling Clinical Interviews

3.2.1 Upon notification of Contractor's schedule of availability as discussed in subparagraph 4.1 (Scheduling of Clinical Interviews) of this SOW, County Project Manager, or designee will schedule clinical interviews of Applicants. County Project Manager will provide a copy of the schedule to the CCW Unit.

3.2.2 Department cannot guarantee that the number of clinical interviews scheduled will actually take place due to non-appearance of Applicants.

3.2.3 Department will notify Contractor of any scheduled clinical interviews which are canceled by Applicants, within three (3) Business Days before the interview time scheduled, if such notice is feasible.

3.2.4 Two to three calendar days prior to a scheduled clinical interview, Department will provide Contractor with the following information for the Applicant which will include but not be limited to:

1. Department of Justice (DOJ) Carry a Weapon Capable of Being Concealed Application;
2. CCW Interview Guidelines or CCW Application Questions; and
3. Investigators Notes listing any areas of concern.

4.0 **CONTRACTOR RESPONSIBILITIES**

4.1 Scheduling of Clinical Interviews

Upon request of the Department, the Contractor will provide a proposed schedule of availability, for the purpose of conducting clinical interviews, two (2) weeks in advance. Upon receiving the available appointment times, the Department will schedule eligible Applicant(s) and provide a detailed schedule of assigned appointments to Contractor no later than a week in advance of the first appointment.

4.2 Clinical Interviews

4.2.1 Contractor will conduct clinical interviews of Applicant(s) as authorized by County Project Manager, or designee at Contractor's office, via remote testing, or an alternative secure location as stated in subparagraph 4.8.4.

4.2.2 Clinical interviews will be conducted in a manner as discussed in Paragraph 2.0 (Psychological Evaluation and Clinical Interview) of this SOW.

4.2.3 County Project Director or County Project Manager has the sole discretion to approve remote psychological services as described in subparagraph 1.3 above.

4.3 Legal Testimony

Contractor will, when required by summons or other legal process, or at the request of Department, provide legal testimony regarding the Psychological Services provided under the Master Agreement as it relates to the provision of the psychological evaluations and clinical interviews of CCW applicants. Contractor will be paid for legal testimony and required preparation time according to the rate stated in Exhibit F (Rate of Compensation) of the Master Agreement.

4.4 Miscellaneous Projects

4.4.1 Upon request by County Project Director or County Project Manager, Contractor must be prepared to participate in any kind of research or study involving the psychological evaluation and clinical interview process, at no additional cost to the Department. Such requests will be completed within the time frame specified by the Department.

4.4.2 Contractor will make available, upon request of the Department, all Applicant records involving the psychological evaluation and clinical interview process. Contractor will maintain the confidentiality and integrity of such records. Such requests will be at no additional cost to the Department, and within the time frame specified by the Department.

4.5 Meetings / Orientation

Contractor will meet with County Project Director, County Project Manager, and other command personnel of the Department, as deemed necessary by the Department. Contractor will be available for meetings, orientation, training, and presentations, as deemed necessary by the Department. Contractor will participate in such meetings, orientation, training, and presentations at no charge to the County.

4.6 Non-Appearance or "No-Show" of Applicant

Contractor will be paid for the non-appearance of an Applicant at a clinical interview appointment, or "no-shows," according to the rate stated in Exhibit F (Rate of Compensation) of the Master Agreement. Applicant will be

responsible for payment of the “no-show” penalty fee.

4.7 Equipment

Contractor will provide any equipment necessary and be responsible for any operating fees to meet all Work requirements.

4.8 Contractor’s Office

4.8.1 Contractor must maintain an office in Los Angeles County or adjoining Counties with a telephone in the Contractor’s name where Contractor conducts business. When the office is closed, an answering service must be provided to receive calls. Contractor will respond to calls received by the answering service by the following Business Day.

4.8.1.1 An office located in northern Los Angeles County is desirable but is not a requirement.

4.8.2 Contractor will provide a cellular telephone number where Contractor may be reached twenty-four (24) hours a day.

4.8.3 All business overhead costs and charges in connection with Contractor’s offices, furnishings, telephone, mail, and supplies will be borne by Contractor.

4.8.4 County Project Director or County Project Manager has the sole discretion to provide an alternative secure location for Contractor to administer psychological evaluation and clinical interview of CCW applicants, if requested by Contractor.

4.9 Vehicles/Travel

Contractor will be responsible for all Contractor vehicles, transportation, and insurance costs pertaining to this Master Agreement.

5.0 HOURS/DAYS OF WORK

Contractor’s Work days and hours may vary, depending on the needs of the Department.

6.0 RECORDS

6.1 Records and Documentation of Work Performed

Contractor will maintain copies of all Applicant information, including all reports, supporting notes, documentation of the clinical interviews, test interpretations, and test results, for each Applicant evaluated under the Master Agreement.

6.2 Retention of Applicant Files

Applicant information will be kept in a discrete, separate file for each Applicant. Applicant files must be retained by Contractor for seven (7) years from the date of the Contractor's completion of Exhibit N (CCW License Psychological Assessment) of the Master Agreement for the Applicant. Applicant files must be kept in a safe and secure location to ensure confidentiality. At the end of the seven (7) year retention period, Contractor will dispose of Applicant information in compliance with prevailing state and federal law.

7.0 **QUALITY ASSURANCE PLAN**

7.1 The Department will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in subparagraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

7.2 Contract Discrepancy Report (CDR)

7.2.1 Contractor will verbally notify County Project Manager of a Master Agreement discrepancy as soon as possible whenever a Master Agreement discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by the Department and Contractor.

7.2.2 County Project Manager will determine whether a formal Contract Discrepancy Report (Exhibit H) of the Master Agreement, will be issued. Upon receipt of the CDR, Contractor is required to respond in writing to County Project Manager within ten (10) Business Days acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to County Project Manager within ten (10) Business Days.

8.0 **GREEN INITIATIVES**

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

CCW LICENSE PSYCHOLOGICAL ASSESSMENT
Added Under Amendment Number XX

No Concern _____

Concern _____

I. APPLICANT'S NAME: _____ II. DATE: _____

III. TEST ADMINISTERED/DOCUMENTS REVIEWED:

*Evaluation Tests may change with prior written approval by County.

- 1. Minnesota Multiphasic Personality Inventory- 3
2. Psychological History Questionnaire
3. Psychological Screening Consent and Release of Information
4. Completed Background File

IV. BACKGROUND: No Concern reported or uncovered _____ Area(s) of Concern _____

V. TEST RESULTS: No Concern _____ Area(s) of Concern _____

- (1) Approach to tests: (a) typical of applicants (b) more defensive than most applicants (c) highly defensive/ results questionable
(2) There were no unusual comments on the Sentence Completion Form or the Autobiography Form.

VI. INTERVIEW IMPRESSION: No Concern _____ Area(s) of Concern _____

VII. PSYCHOLOGICAL DIMENSIONS EVALUATED: (check means area of Concern)

- Social Competence Emotional Regulation and Stress Tolerance
Adaptability/Flexibility Decision-Making and Judgment
Conscientious/Dependability Assertiveness/Persuasiveness
Integrity/Ethics Impulse Control/Attention to Safety
Narcissism Written and Verbal Communication Skills
Paranoid Cognitive Personality Style
Avoiding Substance Abuse and Other Risk-Taking Behavior

VIII. RECOMMENDATION AND COMMENT:

- (1) (No Concern - Suitable) Nothing disqualifying was uncovered during the psychological evaluation.
(2) (Concern - Not Suitable) Not recommended as psychologically suitable to carry a concealed weapon safely and responsibly.

Five horizontal lines for additional comments or notes.

LICENSED PSYCHOLOGIST

County of Los Angeles
Sheriff's Department
(Contractor)

LICENSE NUMBER

Psychological Services
Master Agreement No. 676XX
Exhibits
Added Under Amendment XX

EXHIBIT F RATE OF COMPENSATION

Amended and Restated Under Amendment Number XX

Pursuant to Paragraph 5.0 (Contract Sum), subparagraph 5.1 of the Master Agreement, Contractor will be paid for Work performed at the rates below. The rates will remain firm and fixed for the Term of the Master Agreement. Contractor will invoice County in accordance with subparagraph 5.5 (Invoices and Payments) of the Master Agreement.

RATE OF COMPENSATION:

PSYCHOLOGICAL SERVICES - PRE-EMPLOYMENT

| | |
|--|---------------------|
| Psychological Evaluation, Clinical Interview, and Reporting | \$400 per Applicant |
| Legal Testimony (Includes 4 hours prep-time, additional prep-time must be pre-approved by the County Project Manager) | \$350 per Hour |
| Non-appearance of Applicant (If clinical interview is not canceled or rescheduled at least 24 hours prior to scheduled clinical interview; "no-show") | \$200 per Applicant |
| Administering/scoring of Evaluation Tests – Pre-Employment (Evaluation Tests as approved by County) [Rate may be increased, at County's sole discretion, as specified in subparagraph 8.1.4 of the Master Agreement] | \$35 per Applicant |

PSYCHOLOGICAL SERVICES - CARRY CONCEALED WEAPON (CCW)

| | |
|--|------------------------|
| Psychological Evaluation, Clinical Interview, and Reporting | \$400 per Applicant* |
| Legal Testimony (Includes 4 hours prep-time, additional prep-time must be pre-approved by the County Project Manager) | \$350 per Hour |
| Non-appearance of Applicant (If clinical interview is not canceled or rescheduled at least 24 hours prior to scheduled clinical interview; "no-show") | \$200 per Applicant |
| Administering/scoring of Evaluation Tests – CCW (Evaluation Test as approved by County) [Rate may be increased, at County's sole discretion, as specified in subparagraph 8.1.4 of the Master Agreement] | \$17.50 per Applicant* |

****Pursuant to Penal Code 26190(f)(1), prior to January 1, 2024, the \$417.50 Rate of Compensation per Applicant is \$267.50 payable by County and \$150 payable by Applicant. County will collect the \$150 from Applicant and pay Contractor the total \$417.50 Rate of Compensation per Applicant.****

County of Los Angeles
Sheriff's Department
(Contractor)

Psychological Services
Master Agreement No. 676XX
Exhibits

Amended and Restated Under Amendment Number XX

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | |
|---|--|---|
| CLUSTER AGENDA REVIEW DATE | 11/20/2024 | |
| BOARD MEETING DATE | 12/3/2024 | |
| 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) | DISTRICT ATTORNEY | |
| SUBJECT | DELEGATE AUTHORITY TO THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO AGREEMENTS TO OBTAIN EXPENDITURE REIMBURSEMENTS FROM LAW ENFORCEMENT AGENCIES FOR ITS PARTICIPATION IN A VARIETY OF PROGRAMS. | |
| PROGRAM | VARIOUS | |
| 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable | |
| DEADLINES/ TIME CONSTRAINTS | Five (5) years from the Board Adopted Date | |
| COST & FUNDING | Total cost: \$200,000 (per agency) | Funding source: Various Law Enforcement Agencies Examples: Federal Bureau of Investigation (FBI), U.S. Secret Service, U.S. Marshal's Office, California Attorney General, and Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT). |
| | TERMS (if applicable): | |
| | Explanation: | |
| PURPOSE OF REQUEST | The purpose of this request is to streamline the process for the Los Angeles County District Attorney's Office (LADA) to seek and receive reimbursements from various law agencies. By delegating authority to the District Attorney (DA) to enter into reimbursement agreements without repeated Board approval, the LADA can efficiently collect funds for its participation in specialized prosecution and task force programs. | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | The LADA collaborates with various law enforcement agencies, such as the Federal Bureau of Investigation, U.S. Secret Service, U.S. Marshal's Office, etc., in specialized task forces to combat crime. To streamline this process, the Board's approval is requested to delegate the authority to the DA to enter into agreements of up to \$200,000 per agency. This authority will | |

| | |
|---|--|
| | <p>expedite the process, enabling quicker access to funds that offset costs of participating in these crime fighting efforts.</p> <p>The \$200,000 limit is an increase from the LADA's prior authority to incorporate the Cost-of-Living Adjustments for five (5) years, through December 2029. The previous limit was at \$150,000.</p> <p>The LADA will immediately notify the Board and seek approval if an agreement is expected to exceed \$200,000 in any given fiscal year.</p> |
| <p>EQUITY INDEX OR LENS WAS UTILIZED</p> | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p> |
| <p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p> | <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>Approval of the recommended action is consistent with the Los Angeles County Strategic Plan North Star 1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time, and North Star 2, Foster vibrant and resilient communities: Investments in the lives of County residents are sustainable only when grounded in strong communities. LA County, with the support of a network of public/private partnering, faith-based organizations, community-based organizations, philanthropic organizations, and local governments will foster vibrant and resilient communities.</p> |
| <p>DEPARTMENTAL CONTACTS</p> | <p>Name, Title, Phone # & Email:</p> <p>Anh Vo Administrative Services Manager II (213) 257-2805, or Avo@da.lacounty.gov</p> |



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

December 3, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2726

Dear Supervisors:

**DELEGATE AUTHORITY
TO THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO ENTER INTO AGREEMENTS TO OBTAIN EXPENDITURE REIMBURSEMENTS
FROM LAW ENFORCEMENT AGENCIES
FOR ITS PARTICIPATION IN A VARIETY OF PROGRAMS
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Los Angeles County District Attorney's Office (LADA) seeks delegated authority from the Board to enter into agreements to obtain expenditure reimbursements, for its participation in a variety of specialized prosecution and/or law enforcement task force programs.

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the District Attorney, or his designee, to enter into agreements with local, State, and Federal agencies to obtain expenditure reimbursements up to \$200,000 per agency, for LADA expenditures, for a five-year period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LADA participates in a variety of specialized prosecution and/or law enforcement task force programs. From time to time, the LADA is eligible to receive reimbursement for services it provides in conjunction with these activities. Examples of agencies from which the LADA could potentially receive reimbursement include the: Federal Bureau of Investigation (FBI), U.S. Secret Service, U.S. Marshal's Office, California Attorney General, and Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT).

As a condition of receiving reimbursement, these agencies often require the LADA to enter into agreements. These agreements are generally routine, but often require immediate approval to obtain the monies. The availability or amount of a reimbursement is generally unknown until the

work is completed.

To streamline the process and to facilitate more efficient collection of all reimbursement monies potentially available to the department, we ask that for a five-year period, effective upon approval of this request, your Board delegate authority to the DA, or his designee, to enter into agreements, once reviewed and approved by County Counsel, for an amount not to exceed \$200,000.

This authorization will enable the LADA to seek and receive revenue for program efforts put forth in conjunction with other law enforcement agencies to combat crime.

Revenue received from these agreements will partially offset the net County cost for LADA's participation in the Specialized Prosecution and/or Task Force Program.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time, and North Star No.2, Foster vibrant and resilient communities: Investments in the lives of County residents are sustainable only when grounded in strong communities. LA County, with the support of a network of public/private partnering, faith-based organizations, community-based organizations, philanthropic organizations, and local governments will foster vibrant and resilient communities.

FISCAL IMPACT/FINANCING

The agreements authorized by this action will not require appropriation increases as spending authority will have been approved by the Board through the normal budget process for LADA programs. There is no net County cost impact associated with the proposed agreements.

Each agreement will not exceed revenue of \$200,000. This amount is increased by \$50,000 from the prior adopted board letter on December 19, 2019, to incorporate the Cost-of-Living Adjustments for five (5) years, through December 2029. The LADA will immediately notify the Board if an agreement is expected to exceed this amount in any given fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The LADA often participates in specialized prosecution or task force programs for the purpose of integrating resources and investigative efforts to address emerging criminal justice issues in Los Angeles County.

The LADA may be eligible to receive reimbursement for the work performed in conjunction with these programs, but often requires entering into agreements with local, State, and Federal agencies. Board authorization is required to enter into agreements with outside agencies in order

for the LADA to accept revenue for reimbursement of expenditures. Current delegated authority to LADA expires on December 18, 2024. The LADA is seeking continued delegated authority for next five (5) years. This delegated authority will expedite the process enabling quicker access to funds that offset costs of participating in these crime fighting efforts.

Each agreement entered into under the authority requested in this letter will be reviewed by County Counsel prior to entering into the agreement. While the provisions of each agreement will likely vary depending on the agency paying the reimbursement, these agreements are generally routine.

Should we determine, after consultation with County Counsel, that the provisions of a particular contract are unusual or potentially problematic, we will present that agreement to your Board for specific approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation and has no impact on current services. Therefore, LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments. These programs provide reimbursement which lessens the impact on the County general fund and provides opportunities for the LADA to enhance the fight on crime through cooperative efforts with partner agencies.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board letter to Mr. Anh Vo of the LADA, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Mr. Anh Vo at (213) 257-2805, or at AVo@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

av

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



JACKIE LACEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3600

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

56 December 17, 2019

December 17, 2019

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ENTER INTO AGREEMENTS TO OBTAIN EXPENDITURE REIMBURSEMENTS NOT TO EXCEED \$150,000 FROM LAW ENFORCEMENT AGENCIES FOR A FIVE-YEAR PERIOD (ALL DISTRICTS) (3-VOTES)

SUBJECT

The District Attorney (DA) seeks delegated authority from the Board to enter into agreements to obtain expenditure reimbursements for an amount not to exceed \$150,000.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to enter into agreements with local, State, and Federal agencies to obtain expenditure reimbursements up to \$150,000 per agency, for District Attorney expenditures, for a five-year period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DA participates in a variety of specialized prosecution or law enforcement task force programs. From time to time, the DA is eligible to receive reimbursement for services it provides in conjunction with these activities. Examples of agencies from which the DA could potentially receive reimbursement include the: Federal Bureau of Investigation (FBI), U.S. Secret Service, U.S. Marshal's Office, California Attorney General, and L.A. IMPACT.

As a condition of receiving reimbursement, these agencies often require the DA to enter into agreements. These agreements are generally routine, but often require immediate approval to obtain

the monies. The availability or amount of a reimbursement is generally unknown until the work is completed.

Rather than seek the Board's authority every time the DA seeks to pursue reimbursement from these agencies, and to facilitate more efficient collection of all reimbursement monies potentially available to the department, we ask that for a five-year period effective upon approval of this request, you delegate authority to the DA to enter into agreements, once reviewed and approved by County Counsel, for an amount not to exceed \$150,000.

This authorization will enable the DA to seek and receive revenue for program efforts put forth in conjunction with other law enforcement agencies to combat crime.

Revenue received from these agreements will partially offset the net county cost to the County of Los Angeles for the DA's participation in the specialized prosecution or task force program.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal No. 1, Make Investments That Transform Lives, and Goal No. 2, Foster Vibrant and Resilient Communities, by maximizing opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

The agreements authorized by this action will not require appropriation increases as spending authority will have been approved by the Board through the normal budget process for DA programs.

Each agreement will not exceed revenue of \$150,000. The DA will immediately notify the Board if an agreement is expected to exceed this amount in any given fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DA often participates in specialized prosecution or task force programs for the purpose of integrating resources and investigative efforts to address emerging criminal justice issues in Los Angeles County.

The DA may be eligible to receive reimbursement for the work performed in conjunction with these programs, but often requires entering into agreement with local, State, and Federal agencies. Board authorization is required to enter into agreements with outside agencies in order for the DA to accept revenue for reimbursement of expenditures. Each agreement will be limited to accepting revenue up to \$150,000, and will provide reimbursement for specific types of expenditures such as overtime worked in conjunction with a particular specialized prosecution program, task force or agency.

Each agreement entered into under the authority requested in this letter will be reviewed by County Counsel prior to entering into the agreement. While the provisions of each agreement will likely vary depending on the agency paying the reimbursement, these agreements are generally routine.

Should we determine, after consultation with County Counsel, that the provisions of a particular contract are unusual or potentially problematic, we will present that agreement to your Board for

specific approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services. These programs provide reimbursement which lessens the impact on the County general fund, and provides opportunities for the DA to enhance the fight on crime through cooperative efforts with partner agencies.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an adopted copy of this Board letter to Ms. Nika Thu, Contracts and Grants Section, Los Angeles County District Attorney's Office, 211 W. Temple Street, Suite 200 Los Angeles, California 90012-3205. Any questions may be directed to Ms. Thu at (213) 257-2802, or at nthu@da.lacounty.gov

Respectfully submitted,



JACKIE LACEY

District Attorney

db

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



Thursday, October 31, 2024

Submission ID 6062224260489822004

Supplemental Declaration Form

Department Name

District Attorney

Department Point of Contact:

Name

Anush Jamalyan

Email

ajamalyan@da.lacounty.gov

Phone Number

(213) 257-2803

Title of Proceeding

DELEGATE AUTHORITY TO THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO AGREEMENTS TO OBTAIN EXPENDITURE REIMBURSEMENTS FROM LAW ENFORCEMENT AGENCIES FOR ITS PARTICIPATION IN A VARIETY OF PROGRAMS

Agenda Date

Tuesday, December 3, 2024

Type of Proceeding

Contract

Was the contract legally required to be awarded to the lowest responsible bidder with a responsive bid?

No

Will you be uploading a Supplemental Declaration Form Excel Spreadsheet or completing the online form?

Online Form

Are you submitting this form as for a Party or a Participant?

Party

Individual/Company Name

District Attorney's Office

List any parent, subsidiary, related entities, and any other entities that are directed or controlled by the individual/Company?

N/A

List all individuals who have the authority to make decisions for the Individual/Company about making contributions to a County Officer, regardless of whether you or the Individual/Company have actually made a contribution? Please include

| Name of Individual | Title of Individual |
|--------------------|---------------------|
| N/A | N/A |

the Name and Title of the Individual below.

List all subcontractors named in the bid

N/A

List names of all individuals or entities (i.e., agents, law firms, consultants) who communicated with the County on behalf of the Individual/Company

| Name of Individual or Entity | If an Individual, Name of Their Employer |
|------------------------------|--|
| N/A | N/A |

Will this Individual/Company be awarded the contract?

Yes

Full Name of individual(s) who signed or will sign the agreement

George Gascon

In the past 12 months, did the individual/company applicant, any of the parent, subsidiary, or related entities, or any of the agents named above disclose making a contribution to a County officer that, when added together, is more than \$250 in total contributions to that officer?

No

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | | |
|---|---|-----|-----------------|
| CLUSTER AGENDA REVIEW DATE | 12/4/2024 | | |
| BOARD MEETING DATE | 12/17/2024 | | |
| 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) | Fire | | |
| SUBJECT | Affiliation Agreement for Paramedic Training by the California Firefighter Joint Apprenticeship | | |
| PROGRAM | Various | | |
| 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 Applicabl If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter. | | |
| DEADLINES/ TIME CONSTRAINTS | January 1, 2025 | | |
| COST & FUNDING | Total cost: | \$0 | Funding source: |
| | | | N/A |
| | TERMS (if applicable): | | |
| | Explanation: | | |
| PURPOSE OF REQUEST | Approval of these recommended actions will allow the District to partner with Cal-JAC for the provision of a field internship program which will expand the pool of qualified paramedic candidates, ensuring better emergency medical services to residents, and supporting the District's recruitment and retention efforts for highly skilled firefighters and paramedics. | | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | The Cal-JAC Academy is a pre-apprenticeship program, providing an opportunity for qualifying cadets to earn their EMT-P completion certificate as a step toward a career in the fire service. Approval of the recommended action for the District to conduct the field internship component of the Paramedic Program provided by Cal-JAC will increase local opportunities for training and certifying individuals not already employed by the District as paramedics. No potential issues exist. | | |
| 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: Approval of the recommended actions is consistent with the County's Strategic Plan Focus Area Goal A, Strategies i: Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents. | | |
| DEPARTMENTAL CONTACTS | Name, Title, Phone # & Email: Marcia Velasquez, Head of Planning and Executive Support, 213-466-5596, Marcia.Velasquez@fire.lacounty.gov | | |



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

BOARD OF SUPERVISORS
KATHRYN BARGER, CHAIR
FIFTH DISTRICT

HILDA L. SOLIS
FIRST DISTRICT
LINDSEY P. HORVATH
THIRD DISTRICT
HOLLY J. MITCHELL
SECOND DISTRICT
JANICE HAHN
FOURTH DISTRICT

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

December 17, 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:

AFFILIATION AGREEMENT FOR PARAMEDIC TRAINING BY THE CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE (ALL DISTRICTS) (3 VOTES)

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to enter into an Affiliation Agreement with the California Firefighter Joint Apprenticeship Committee (Cal-JAC) for field internship training for their Paramedic Education Program (Paramedic Program).

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Authorize the Fire Chief, or his designee, to enter into the Affiliation Agreement, in substantially similar form as enclosed, for the District to conduct the field internship component of the Paramedic Program provided by Cal-JAC for pre-hospital care, as established by State regulation and the Los Angeles County Department of Health Services, Emergency Medical Services (DHS EMS) Agency policy.
2. Delegate authority to the Fire Chief, or his designee, to approve future affiliation agreements involving similar Paramedic Programs, reviewed and approved as to form by County Counsel.
3. Delegate authority to the Fire Chief, or his designee, to execute future amendments to this affiliation agreement, reviewed and approved as to form by County Counsel.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

4. Find that this agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To become a licensed Emergency Medical Technician - Paramedic (EMT-P) in the State of California, a candidate must complete the following three phases of paramedic training: didactic, clinical, and field internship. During the field internship, the candidate must apply the knowledge attained from the many hours of didactic and clinical experience to patients they will encounter in the prehospital setting.

The Cal-JAC Academy is a pre-apprenticeship program, providing an opportunity for qualifying cadets to earn their EMT-P completion certificate as a step toward a career in the fire service. Approval of the recommended action for the District to conduct the field internship component of the Paramedic Program provided by Cal-JAC will increase local opportunities for training and certifying individuals not already employed by the District as paramedics.

This partnership benefits the County and the District by expanding the pool of qualified paramedic candidates, ensuring better emergency medical services to residents, and supporting the District's recruitment and retention efforts for highly skilled firefighters and paramedics.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star Focus Area Goal 3A: Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

This Agreement will have no fiscal impact to the District and no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will be effective upon approval by both parties and shall remain in effect until terminated by either party.

County Counsel has approved this Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the recommended actions will assist in providing the necessary field internship training for Cal-JAC's paramedic education program and further assist the District to recruit qualified firefighters and promote life safety paramedic services.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from CEQA according to Section 15061 (b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Attention: Marcia Velasquez, Head of Planning and Executive Support
1320 N. Eastern Avenue
Los Angeles, CA 90063
Marcia.Velasquez@fire.lacounty.gov

The District's contact may be reached at (213) 466-5596.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:kc

Enclosure

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

**INTERNSHIP PROGRAM AFFILIATION AGREEMENT
BETWEEN THE CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY AND
CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE**

This Agreement is entered into this ____ day of _____, 2024 by and between the Consolidated Fire Protection District of Los Angeles County (“District”) and the California Firefighter Joint Apprenticeship Committee (Cal-JAC). The District and Cal-JAC are hereinafter referred to collectively or individually as “Parties” or “Party”.

RECITALS

WHEREAS, the Parties operate a program for the provision of training courses for paramedic students utilizing District training facilities; and

WHEREAS, the Parties desire to establish a field internship program consisting of students who may or may not be employed by the District, hereinafter collectively referred to as “Trainees” or individually as “District Trainees” or “Cal-JAC Trainees”; and

WHEREAS, the licensing and certification rules and regulations for Emergency Medical Technician-Paramedics as established by the California EMS Authority and the Los Angeles County Department of Health Services EMS Authority require completion of a course of study that includes clinical experience in a field internship setting; and

WHEREAS, this Agreement is authorized and provided for by provisions of California Health and Safety Code § 1799.100; and

WHEREAS, this Agreement is authorized by the Board of Supervisors of the County of Los Angeles on December 17, 2024; and

WHEREAS, both Parties are desirous of entering into a mutually beneficial agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereto mutually agree as follows:

I. TERM

The Agreement shall commence on January 1, 2025, and shall remain in effect until the Agreement is terminated by either Party.

II. RESPONSIBILITIES OF THE DISTRICT

1. The District shall provide no fewer than 480 hours of supervised field experience in its field setting for the Trainees. The total number of hours necessary for Trainees to complete the field internship will be determined by the designated preceptor.
2. The District will designate a preceptor to supervise in each field setting, ensuring that all aspects of care are performed by the Trainees. Trainees shall have a minimum of 40 documented Advanced Life Safety (ALS) patient contacts during the course of the internship. ALS patient contact shall be defined as Trainee's performance of one or more ALS skills on a patient, with the exception of cardiac monitoring and cardiopulmonary resuscitation.
3. The District will ensure that designated preceptors are paramedics in good standing with the Los Angeles County Emergency Medical Services Agency for a minimum of two years. Preceptors will provide hands-on education to Trainees appropriate for adult learning.
4. The District will provide County Policy of Equity and Social Media and Electronic Use Policy training.

III. RESPONSIBILITIES OF CAL-JAC

1. Cal-JAC will provide training to designated preceptors.
2. Cal-JAC will ensure that Trainees have successfully completed a minimum of 454 hours of didactic instruction and skills laboratories as they apply towards the paramedic level of instruction, as well as instruction in hazardous materials, infectious disease control (blood borne pathogens), as specified by the Occupational Safety and Health Administration for pre-hospital care providers.
3. Cal-JAC will ensure that Trainees have successfully completed 160 hours of clinical training at a partner emergency department.
4. Cal-JAC will provide a written policy and procedure for Trainees in the event of a field training injury or communicable disease exposure.
5. Cal-JAC shall have on record proof of prior immunization for measles, mumps, rubella, polio, Hepatitis B, diphtheria, and tuberculosis testing for Trainees.

IV. RESPONSIBILITIES OF TRAINEES

1. Trainees are required to begin their field internship within 90 days of completing their hospital clinical training.

2. Cal-JAC Trainees under this program are in attendance with the District for educational purposes and are not permanent or probationary employees of either Cal-JAC or the District, unless expressly stated.
3. Cal-JAC Trainees are not entitled to compensation for services, benefits, or workers' compensation from the District.
4. Cal- JAC Trainees must comply with the policies of both Parties as applicable to Trainees, and must sign the following attachments prior to starting the internship: Waiver and Program Agreement (Attachment A), Responsibilities, Policies, and Procedures Agreement (Attachment B), Social Media and Electronic Use Policy (Attachment C), and Paramedic Field Internship Contract (Attachment D).
5. Additional Trainee responsibilities including, but not limited to: internship orientation, training, procedures, requirements, and performance evaluations are outlined in Paramedic Field Internship Contract (Attachment D).
6. The District reserves the right to refuse a Trainee's participation in activities.

V. TERMINATION

Either party shall have the right to terminate this Agreement by giving thirty (30) days prior written notice.

VI. GENERAL PROVISIONS

1. A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
2. No Agreement shall be effective to change or waive any provision of this Agreement, in whole or in part, unless the same is in writing, and is signed by the Parties.
3. Each party to this Agreement, for itself, its subcontractors, assignees, and successors in interest, agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or District policy.
4. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives or their designee(s). Notices to each Party are to be sent to:

District:

Consolidated Fire Protection District of Los Angeles County
Fire Chief Anthony C. Marrone
1320 North Eastern Avenue
Los Angeles, CA 90063

With a copy to:

Consolidated Fire Protection District of Los Angeles County
Planning Division
1320 North Eastern Avenue
Los Angeles, CA 90063

Cal-JAC:

California Firefighter Joint Apprenticeship Committee
1780 Creekside Oaks Drive
Sacramento, CA 95833

5. This Agreement may be executed in any number or counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument executed on the same date. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.
6. The Parties agree the Recitals are true, and are incorporated in this Agreement by this reference as though fully set forth.

VII. INSURANCE

Without limiting their respective indemnification obligations herein, Cal-JAC shall insure its own liabilities in connection with this Agreement, and name the District, the County of Los Angeles, and the Trainees as an additional named insured on the policies identified herein. Such insurance shall remain in effect throughout the term of the Agreement and shall at a minimum, include:

Professional Medical Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of the Agreement.

Commercial General Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.

Workers' Compensation Insurance satisfying statutory requirements including Employer's Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

CALIFORNIA FIREFIGHTER JOINT
APPRENTICESHIP COMMITTEE

By _____
ANTHONY C. MARRONE,
FIRE CHIEF

By _____
YVONNE DE LA PENA,
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By _____
Senior Deputy County Counsel

By _____

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | | |
|---|---|--|--|
| CLUSTER AGENDA REVIEW DATE | 12/4/2024 | | |
| BOARD MEETING DATE | 12/17/2024 | | |
| 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) | Fire | | |
| SUBJECT | Requesting Board approval to increase the maximum annual contract sum for Fiscal Year (FY) 2024-25 for the District's contracts with ACCO Engineered Systems, Inc. (ACCO) and Mission Aire Corporation (Mission Aire) for Heating, Ventilation, and Air Conditioning (HVAC) Repair and Replacement Services (Services). | | |
| PROGRAM | Various | | |
| 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 If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter. | | |
| DEADLINES/ TIME CONSTRAINTS | N/A | | |
| COST & FUNDING | Total cost: | Funding source: | |
| | \$500,000 | Fire Department, Construction & Maintenance Division | |
| | TERMS (if applicable): N/A | | |
| | Explanation: | | |
| PURPOSE OF REQUEST | Approve an increase and delegate authority to the Fire Chief, or his designee, to execute a contract amendment to increase the maximum annual contract sum for the District's two contracts for HVAC Services for FY 2024-25. The combined increase for both contracts will be \$500,000. | | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | Fire Station 7, located at 864 N. San Vicente Blvd., West Hollywood, has been using portable HVAC units pending a quote for repair of the HVAC system. A contractor assessed the work and the entire job was quoted at \$225,000. The District is requesting a one-time \$500,000 spending authority increase to Board approved HVAC service contracts for its two contractors, ACCO and Mission Aire, to complete the repair at Fire Station 7 and to also allow for any additional needed miscellaneous HVAC Services within the District's jurisdiction. | | |
| 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: Strategic Plan North Star Focus Area Goal 3E: Data-Driven Decision Making: Use equity and data as a tool to continually assess and strengthen our efficiency and effectiveness, maximize and leverage resources, ensure fiscal responsibility, and hold ourselves accountable. | | |
| DEPARTMENTAL CONTACTS | Name, Title, Phone # & Email: Marissa Martin Jensen, ASM II, 323-881-6173, Marissa.MartinJensen@fire.lacounty.gov | | |



COUNTY OF LOS ANGELES FIRE DEPARTMENT



BOARD OF SUPERVISORS

KATHRYN BARGER, CHAIR
FIFTH DISTRICT

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

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

December 17, 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:

APPROVAL OF EXPENDITURE INCREASE TO HEATING, VENTILATION, AND AIR CONDITIONING REPAIR AND REPLACEMENT CONTRACTS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to increase the maximum annual contract sum for Fiscal Year (FY) 2024-25 for the District's contracts with ACCO Engineered Systems, Inc. (ACCO) and Mission Aire Corporation (Mission Aire) for Heating, Ventilation, and Air Conditioning (HVAC) Repair and Replacement Services (Services).

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve an increase and delegate authority to the Fire Chief, or his designee, to execute a contract amendment to increase the maximum annual contract sum for the District's two contracts for HVAC Services for FY 2024-25. The combined increase for both contracts will be \$500,000.
2. Find that this contract is still exempt from the provisions of the California Environmental Quality Act (CEQA) as previously determined on March 19, 2024.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRWINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During this fiscal year, the District had multiple unanticipated large HVAC equipment replacement projects that depleted the \$400,000 annual service contract budget. These HVAC replacements occurred at Fire Station 7, 864 N. San Vicente Blvd., West Hollywood for \$104,000; Fire Station 58, 5757 S. Fairfax, Los Angeles for \$93,000; Fire Station 150, 19190 Golden Valley Rd., Santa Clarita for \$61,000; and Fire Station 30, 19030 Pioneer Blvd., Cerritos for \$36,000. These five one-time expenditures, and other smaller repairs, depleted the \$400,000 annual service contract budget. Therefore, the District is requesting a one-time \$500,000 increase to its HVAC contract. The District does not anticipate multiple large expenditures in subsequent years, due to the implementation of a preventative maintenance program and onboarding of three full-time Refrigeration Mechanics.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star Focus Area Goal 3E: Data-Driven Decision Making: Use equity and data as a tool to continually assess and strengthen our efficiency and effectiveness, maximize and leverage resources, ensure fiscal responsibility, and hold ourselves accountable.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. The District's FY 2024-25 Final Adopted Budget includes sufficient funding for the increased spending authority amount.

Your Board approved the two contracts on March 19, 2024, for a maximum combined contract sum of \$2,000,000, including the contract term of three years and two one-year options. The current maximum combined annual contract sum for the HVAC services is \$400,000. With the requested \$500,000 increase to the contracts, the maximum combined annual contract sum will increase to \$900,000 for FY 2024-25.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended increase will allow for ongoing repair and replacement of HVAC equipment and ensures that all District's HVAC systems remain functional and in peak operational condition during increased periods of prolonged heat.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract do not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District's contracts for HVAC Services were approved by your Board on March 19, 2024, with a maximum annual combined contract sum of \$400,000.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will ensure HVAC systems are continuously maintained and in optimum operational condition, reducing the need for more costly repairs due to deferred maintenance, system failures, and other issues.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | |
|---|---|--|
| CLUSTER AGENDA REVIEW DATE | 12/17/2024 | |
| BOARD MEETING DATE | 12/17/2024 | |
| 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) | Fire | |
| SUBJECT | Requesting Board approval of an Amendment to sole source contract number FR10534 with Peraton Inc., which will extend the term of the contract for two years plus a one-year option. The Amendment will allow for the continuation of maintenance services for the District's 9-1-1 Computer Aided Dispatch (CAD) System, pending the solicitation and implementation of a new CAD System. | |
| PROGRAM | Various | |
| 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: Peraton is the sole source provider of the District's CAD system for services that include maintenance and support of the system and is also the proprietary 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 is governed by contractual terms. | |
| SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter. | |
| DEADLINES/ TIME CONSTRAINTS | The District's current five-year contract with Peraton for an extended warranty plan is set to expire on December 31, 2024. | |
| COST & FUNDING | Total cost: \$2,473,890 | Funding source: Fire Department, Command & Control Division |
| | TERMS (if applicable): Two-year extension plus one year option | |
| | Explanation: | |
| PURPOSE OF REQUEST | Two-year extension plus one-year optional extension year for sole source contract with Peraton. | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | The District's current five-year contract with Peraton for an extended warranty plan is set to expire on December 31, 2024. The proposed extension would take effect January 1, 2025, allowing for no interruption in service delivery and would also allow time for the solicitation and implementation of a new CAD system. | |
| 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: Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning. | |
| DEPARTMENTAL CONTACTS | Name, Title, Phone # & Email: Marissa Martin Jensen, ASM II, 323-881-6173, Marissa.MartinJensen@fire.lacounty.gov | |



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
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BOARD OF SUPERVISORS

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FIFTH DISTRICT

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FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

December 17, 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:

APPROVAL OF AMENDMENT TO EXTEND SOLE SOURCE CONTRACT NUMBER FR10534 WITH PERATON INC., FOR MAINTENANCE SERVICES FOR 9-1-1 COMPUTER AIDED DISPATCH SYSTEM (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval of an Amendment to sole source contract number FR10534 with Peraton Inc. (Peraton), which will extend the term of the contract for two years plus a one-year option. The Amendment will allow for the continuation of maintenance services for the District's 9-1-1 Computer Aided Dispatch (CAD) System, pending the solicitation and implementation of a new CAD System.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Delegate authority to the Fire Chief, or his designee, to execute an Amendment to sole source contract number FR10534 between the District and Peraton, substantially similar to the Enclosure, for the continuation of Peraton's CAD maintenance services, at a maximum cost of \$2,473,890 for all three years. The cost is comprised of (a) three-year aggregate sum of \$1,273,890, and (b) annual contingency dollars for unanticipated or on-demand maintenance of \$400,000 per contract year. The Amendment has been approved as to form by County Counsel.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Delegate authority to the Fire Chief, or his designee, consistent with prior delegation of authority to execute amendments, change notices, suspensions or termination if deemed necessary, and in accordance with the approved contract terms and conditions in or to: (1) effectuate modifications; (2) engage Peraton to provide unanticipated or on-demand maintenance; and (3) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.
3. Find that this contract is still exempt from the provisions of the California Environmental Quality Act (CEQA), as previously determined on December 3, 2019.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District's current five-year contract with Peraton is set to expire on December 31, 2024. The proposed extension would take effect January 1, 2025, allowing for no interruption in service delivery. The proposed extension will be for two years plus a one-year option and 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 hardware, software, and maintenance services.

Peraton is the sole source provider of the District's CAD system for services that include maintenance and support of the system and is also the proprietary 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 is governed by contractual terms.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The total cost for the three-year extension is \$2,473,890. The costs are as follows:

| Description of Work | Cost |
|--|---------------------|
| Maintenance and Support – Year 1 of extension | \$ 367,900 |
| Maintenance and Support – Year 2 of extension | \$ 440,817 |
| Maintenance and Support – Option Year 1 of extension | \$ 465,173 |
| 3-year sum: | \$ 1,273,890 |
| Contingency dollars @ \$400,000 per year: | \$ 1,200,000 |
| Maximum contract sum: | \$ 2,473,890 |

The District's Fiscal Year 2024-25 Final Adopted Budget includes sufficient funding for the increased expenditure amount. Additional funding for future contract years will be addressed

in each respective year's budget; however, it is the District's intention to fully allocate the necessary funds to obtain the required services.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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 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 number FR10534 to Peraton.

On June 28, 2024, the District notified your Board of its intent to request approval of a sole source amendment pursuant to Board Policy No. 5.100. The District is currently developing an RFP for a replacement CAD System which will include hardware, software, and professional maintenance services, with final acceptance and implementation of a new CAD system expected in early 2027. During this transition, the continuity of services provided by Peraton under the current contract is essential, cost effective, and in the best interest of the District and the County.

In compliance with Board Policy 6.020, "Chief Information Office (CIO) Board Letter Approval," the 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.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract do not have a significant effect on the environment and, therefore, the contract is still exempt from CEQA, pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will maintain the District's ability to protect lives, the environment, and property in a safe, efficient, and cost-effective manner.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063

Marissa.MartinJensen@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

REVIEWED BY:

PETER LOO
CHIEF INFORMATION OFFICER

ACM:cs

Enclosures

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

DRAFT

**CONTRACT
BY AND BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND
PERATON INC.
FOR
COMPUTER AIDED DISPATCH MASTER MAINTENANCE SERVICES**

This Amendment Number 6 is made and entered into this _____ day of _____ 2024,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
(hereinafter "District")

and **PERATON INC.**
(hereinafter "Contractor")

WHEREAS, on December 03, 2019, the County of Los Angeles Board of Supervisors authorized the Consolidated Fire Protection District of Los Angeles County (District) to execute a Contract with Northrop Grumman Systems Corporation, for Computer Aided Dispatch Master Maintenance Services; and

WHEREAS, on January 1, 2020, this Contract Number FR10534 was executed by the District and Northrop Grumman Systems Corporation; and

WHEREAS, Pursuant to Sub-paragraph 8.1.1 of the Contract, for any change which affects the scope of work, term, Contract sum, payments or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by Northrop Grumman Systems Corporation and by the Fire Chief or authorized designee; and

WHEREAS, Pursuant to, Amendment Number 1, the District consents to the acquisition of Northrop Grumman Systems Corporation by Peraton Inc.; and

WHEREAS, Pursuant to Amendment Number 2, which amended the contract by adding a Cost-of-Living Adjustment (COLA) to the 2022 contract period; and

WHEREAS, Pursuant to Amendment Number 3, which amended the contract by adding a Cost-of-Living Adjustment (COLA) to the 2023 contract period; and

WHEREAS, Pursuant to Amendment Number 4, which amended Section 1, Scope of Work, Section 2, Hardware and Software Covered Items and Charts, Section 6, Payment Rates and Schedule, Section 7, Response Time Requirements, Section 8 Projected Payment Schedule Yearly Summary CY 2020-2024, and Section 9 Work Authorization Form; and

WHEREAS, Pursuant to Amendment Number 5, which revised Section 2 Hardware and Software Covered Items and Charts and Section 8 Projected Payment Schedule Yearly Summary CY 2020-2024; and

WHEREAS, the District intends to extend the contract term, update contract sum, amending Sections 4 and 5 of the Contract, add Exhibit B-2, Pricing Sheet, replace Projected Payment Schedule Yearly Summary, modify Statement of Work, Sections 1, 2, 6, 7, 8, 9; and

WHEREAS, pursuant to the Board of Supervisors' December 3, 2024, approval the District intends to extend the contract for two years from January 1, 2025, through December 31, 2026, with an additional one-year extension option available; and

NOW, THEREFORE, the parties hereto agree as follows:

1. SECTION 1

SCOPE OF WORK

1. ADD THE FOLLOWING:

1. "ITEM A" – Maintenance for all items categorized as "ITEM A" in Section 2 shall be maintained by Park Place Technology (PPT), VMSSoftware Inc. (VSI) and Oracle as subcontractors to Contractor.

A. Hardware and Software Maintenance Service Providers

The HP hardware and software maintenance services to be performed by Park Place Technology and VMSSoftware Inc. are as detailed as Attachment "A" hereto, and made a part hereof, for all purposes. It is understood that Peraton is selling the Park Place Technology level of service as shown. Should Park Place Technology at any time alter any of the terms, conditions, or services offered under such Description such changes shall automatically become part of this agreement. Should District not be able to comply with such changes, District may terminate this agreement with ninety (90) days prior written notice to Peraton.

B. Hardware and Software Maintenance Coverage item (c) Delete in its entirety and replace as follows:

- (c) Replacement of any failed hardware or operating software component identified in Section 2, Items A & B if not correctable through PPT Field Service.

2. SECTION 2

HARDWARE AND SOFTWARE COVERED ITEMS AND CHARTS

1. ADD THE FOLLOWING

2. Note that equipment listed in ITEM A supported by Park Place Technology (PPT) and VMSSoftware Inc (VSI) is pro-rated for the year 2025. This is because the listed equipment is coming off of OEM maintenance from the original installation. Years 2026 and 2027 will be full year support.

2. **DELETE IN ITS ENTIRETY LOS ANGELES COUNTY FIRE DEPARTMENT – Section 2 Items A, B, and C Chart with End of Service Life (EOSL) Date 02/23/2021 and replace with revised chart with End Date of 12/31/2027.**

3. SECTION 6

PAYMENT RATES AND SCHEDULE

- B. Payment Schedule for Hardware and Software Maintenance – DELETE ITEM 2 IN ITS ENTIRETY AND REPLACE AS FOLLOWS: :**

- 2. Those Items include the following:
 - (a) ITEM A, equipment on Park Place Technology Maintenance, VMSSoftware and Oracle.
 - (b) ITEM B, Software on Peraton Maintenance.
 - (c) ITEM C, Power Distribution on Maintenance.

4. SECTION 7

RESPONSE TIME REQUIREMENTS

1. ADD THE FOLLOWING:

A. Hardware and Operating System Software Maintenance

- 1. The Hardware and Operating System Software listed in Section 2, ITEM A, will be maintained by Park Place Technology (PPT) and VMSSoftware Inc. (VSI). The standard level of support purchased will provide for service on a 5 x 9 schedule (Monday – Friday, 8 A.M. to 5 P.M. Pacific Standard Time) with a four (4) hour response time.

5. SECTION 8

- 1. **PROJECTED PAYMENT SCHEDULE YEARLY SUMMARY CY 2020 – CY 2024 – Remove chart dated July 2024 and replace with revised chart CY 2025 – CY 2027 dated 09/30/2024**

6. SECTION 9

- 1. **DELETE IN ITS ENTIRETY WORK AUTHORIZATION FORM AND REPLACE IT WITH REVISED FORM DATED 09/30/2024**

7. ADD SUB-PARAGRAPH 4.1.1 TO THE CONTRACT SECTION 4 TERM OF CONTRACT:

- 4.1.1 **This Contract term shall be extended for two years from January 1, 2025, through December 31, 2026, with an additional one-year extension option available.**

8. ADD SUB-PARAGRAPH 5.1.1 TO THE CONTRACT SECTION 5 CONTRACT SUM:

- 5.1.1 The amount the District shall expend for the extension of CAD maintenance shall not exceed **\$2,473,890** in aggregate, and costs are as follows:

| Description of Work | Cost |
|--|---------------------|
| Maintenance and Support – Year 1 of extension | \$ 367,900 |
| Maintenance and Support – Year 2 of extension | \$ 440,817 |
| Maintenance and Support – Option Year 1 of extension | \$ 465,173 |
| 3-year sum: | \$ 1,273,890 |
| Contingency dollars @ \$400,000 per year: | \$ 1,200,000 |
| Maximum contract sum: | \$ 2,473,890 |

9. ADD EXHIBIT B-2 PRICING SHEET – 2025

Except as expressly provided in this Amendment Number 6, all other terms and conditions of the Contract shall be in full force and effect. This Amendment Number 6 shall be effective when signed by both parties.

/
/
/

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

By: _____

Name: _____
Print Name

Title: Fire Chief or designee

PERATON INC.

By: _____
Authorized Signature

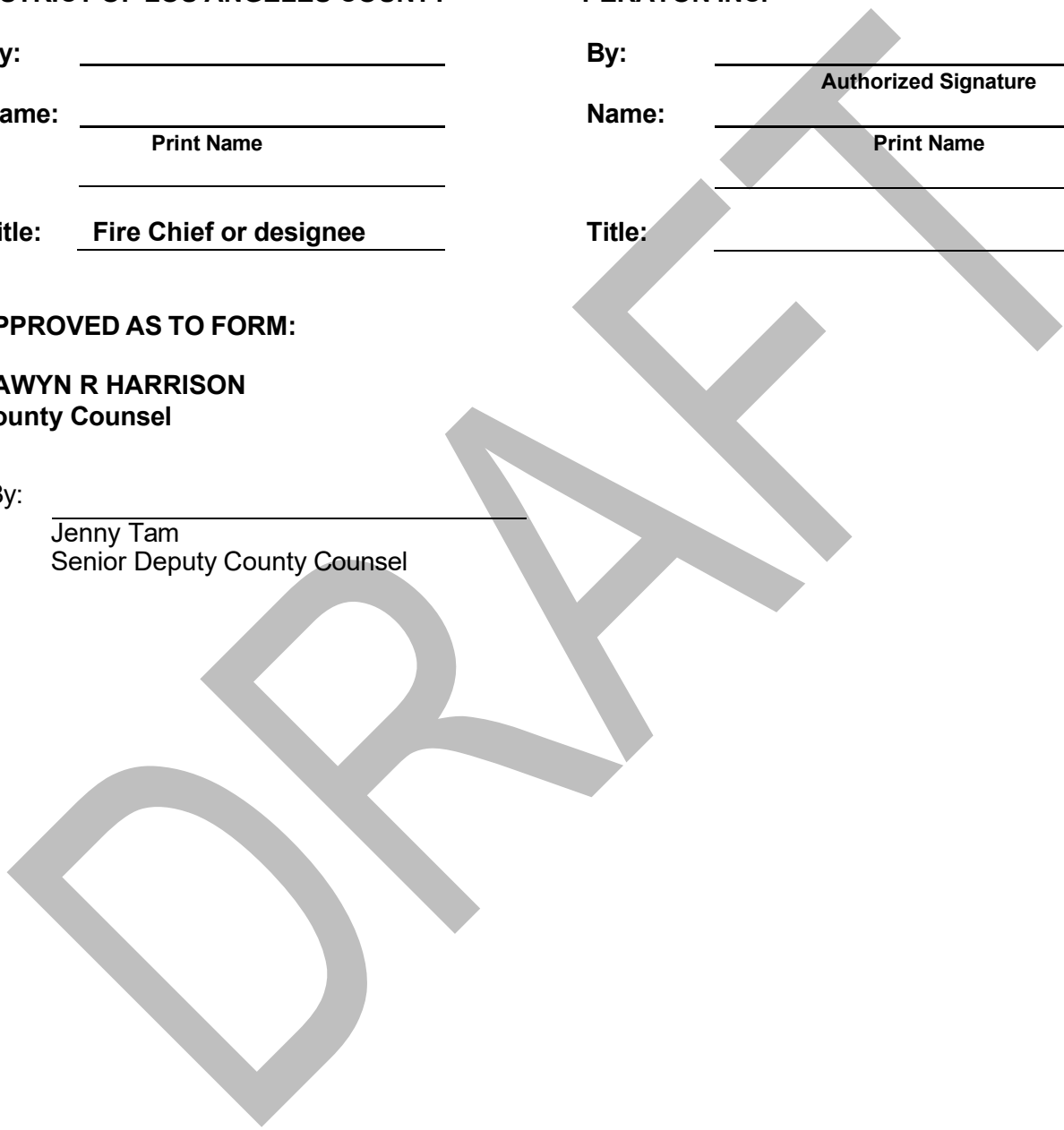
Name: _____
Print Name

Title: _____

APPROVED AS TO FORM:

DAWYN R HARRISON
County Counsel

By: _____
Jenny Tam
Senior Deputy County Counsel



SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

| 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. |
| | ➤ 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. |

Rene' Phillips

Chief Executive Office

10/10/2024

Date

Peraton Sole Source Justification

As part of the maintenance agreement, Peraton routinely provides ongoing changes to the 9-1-1 Computer Aided Dispatch (CAD) system at the request of the Department. Peraton is the sole entity that can provide these services, no other vendor or Department employee is able to perform this work.

The CAD system is licensed to the Department and its use and access to the software is governed by the confidentiality terms of our agreement with Peraton. Accordingly, no other entities are allowed access Peraton software to perform modifications without our written permission.

Sole Source letter from Peraton attached.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | |
|---|--|--|
| CLUSTER AGENDA REVIEW DATE | 11/20/2024 | |
| BOARD MEETING DATE | 12/3/2024 | |
| 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 (Department) | |
| SUBJECT | <p>Sheriff's Department is seeking Board approval of Sole Source Amendments (Amendments) to Proposition A contracts (Contracts) Number 78467 with Universal Protection Services, LP, DBA Allied Universal Security Services (Allied), and Number 78469 with Securitas Security Services, USA, Inc., which will extend the term of both Contracts for a 12-month extension period. The Amendments will allow armed and unarmed security guard services (Guard Services) provided at County buildings to remain uninterrupted while the Department completes the process of a competitive solicitation for a successor contract or contracts. The delivery of Guard Services will continue to be cost-effective during the extension term.</p> | |
| PROGRAM | Armed and Unarmed Security Guard Services | |
| 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 | |
| | <p>If Yes, please explain why: This is a Sole Source Amendment to the existing Contracts. The Amendments will allow Guard Services provided at County buildings to remain uninterrupted while the Department completes the process of a competitive solicitation for a successor contract or contracts.</p> | |
| 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 Contracts expire on December 31, 2024. | |
| COST & FUNDING | <p>Total cost for each Contract: \$36 million for Allied (78467) and \$44 million for Securitas (78469).</p> | <p>Funding source: This is a zero net County cost program. All Guard Services expenses are fully reimbursable to the Department by billings to client departments.</p> |
| | <p>TERMS: Extend the term of the Contracts for 12-month extension period from January 1, 2025, through December 31, 2025.</p> | |
| | <p>Explanation: The hourly rate increases for the Amendment term are provided in attached Exhibit B, Pricing Schedule. The cost for providing Guard Services during the Amendment term is estimated to be \$36 million for Allied and \$44 million for Securitas. The estimates are based upon the service levels currently requested by the client departments and include a 10 percent contingency allowance for unforeseen increases in Guard Services or locations.</p> | |
| PURPOSE OF REQUEST | Approval of this action will allow the Department to efficiently provide uninterrupted Guard Services to client departments to ensure the continued security of their customers. | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | On July 11, 2024, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for sole source amendments to extend the Contracts for a period of one year, to prevent disruption of Guard Services, while the Department completes its solicitation for a successor contract. | |

| | |
|--|--|
| 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">• Cynthia Lopez, Administrative Services Manager III, (213) 229-3267, ctlopez@lasd.org• Jovie Hough, Administrative Services Manager II, (213) 613-3915, jhough@lasd.org |

December 17, 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 SOLE SOURCE AMENDMENTS TO EXTEND TWO
PROPOSITION A CONTRACTS: NUMBER 78467 WITH UNIVERSAL
PROTECTION SERVICES, LP DBA ALLIED UNIVERSAL SECURITY
SERVICES, AND NUMBER 78469 WITH SECURITAS SECURITY SERVICES,
USA, INC. FOR ARMED AND UNARMED SECURITY GUARD SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute Amendments, substantially similar to the attached Amendments to extend the term of the Contracts for a 12-month extension period from January 1, 2025, through December 31, 2025, and to increase the Maximum Contract Sum to \$274,630,957.51 for Allied, and to \$344,411,529.63 for Securitas, and to increase the Maximum Contract Sums by not

more than 10 percent for any increase in Guard Services for the term of each Contract.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the Department to continue deploying approximately 645 armed and unarmed security guards and security guard supervisors to 180 County facilities distributed within the Central Zone, South Zone, and North Zone geographical units of the Department's County Services Bureau. Securitas provides services in the Central and South Zones, and Allied provides services in the North Zone.

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

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

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

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

On June 20, 2023, through delegated authority, the Department executed Amendment Number Ten to extend the term of the Contracts for six months, from July 1, 2023, through December 31, 2023.

On November 21, 2023, through delegated authority, the Department executed Amendment Number Eleven to extend the term of the Contracts for one year, from January 1, 2024, through December 31, 2024. The Contracts will expire on December 31, 2024.

On July 11, 2024, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for sole source amendments to extend the Contracts for a period of one year, to prevent disruption of Guard Services, while the Department completes its solicitation for a successor contract.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy i. Prevention, Protection, and Security: Support and invest in innovative practices, crime prevention resources, and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

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

The hourly rate increases for the Amendment term are provided in attached Exhibit B, Pricing Schedule. The cost for providing Guard Services during the Amendment term is estimated to be \$36 million for Allied and \$44 million for Securitas. The estimates are based upon the service levels currently requested by the client departments and include a 10 percent contingency allowance for unforeseen increases in Guard Services or locations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

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

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

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

IMPACT ON CURRENT SERVICES

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

The Honorable Board of Supervisors
December 17, 2024
Page 5

CONCLUSION

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

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:II:ii
(Fiscal Administration Bureau-Contracts Unit)

Attachments

- 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
 - Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
 - April L. Tardy, Undersheriff
 - Holly A. Francisco, Assistant Sheriff, Countywide Operations
 - Jill Torres, Assistant Sheriff, CFAO
 - Jason A. Skeen, Chief of Staff, Office of the Sheriff
 - Conrad Meredith, Division Director, Administrative Services Division (ASD)
 - Jason P. Wolak, Chief, Countywide Services Division (CWSD)
 - Richard F. Martinez, Assistant Division Director, ASD
 - Valerie E. Silgero, Commander, CWSD
 - Johann W. Thrall, Commander, CWSD
 - David E. Culver, Director, Financial Programs Bureau
 - Angela M. Gonzalez, Captain, County Services Bureau (CSB)
 - Cyndi Lopez, Administrative Services Manager (ASM) III, Fiscal Administration Bureau (FAB), Contracts Unit (CU)
 - Erica M. Nunes, Sergeant, ASD
 - Kristine D. Corrales, Deputy, ASD
 - Jovie Hough, ASM II, CSB
 - Isabel Ibarra, ASM I, FAB, CU
- (Contracts – Allied and Securitas Amendment 12-17-24)

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

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

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and

- B. WHEREAS, on February 22, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) memorialize the merger of the parent companies of AlliedBarton Security Services, LP and Universal Services of America, and the corporate name change of the California operating entity from AlliedBarton Security Services, LP to Universal Protection Service, LP dba Allied Universal Security Services; (2) replace Sub-paragraph 4.1 to clarify the Contract commencement date; (3) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process; (4) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking; (5) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance; (6) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process; (7) replace Exhibit B (Pricing Schedule) to reflect costs associated with compliance with the updated County's Living Wage Ordinance, and (8) update the County Living Wage Ordinance exhibits; and

- C. WHEREAS, on January 23, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019, through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and

- D. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DHS information; (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work)

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

to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and

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

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for the extension period; and (4) update Exhibit G4 - COVID-19 Certification of Compliance to provide clarification for Contractor Personnel; and

- J. WHEREAS, on January 27, 2023, County and Contractor entered into Amendment Number Nine to update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract, effective January 1, 2023; and
- K. WHEREAS, on June 20, 2023, County and Contractor entered into Amendment Number Ten to (1) exercise the six-month option and extend the term of the Contract from July 1, 2023, through and including December 31, 2023; (2) delete County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) delete Exhibit G4 (COVID-19 Vaccination Certification of Compliance); and
- L. WHEREAS, on December 4, 2023, County and Contractor entered into Amendment Number Eleven to (1) extend the term of the Contract for 12 months from January 1, 2024, through and including December 31, 2024; (2) updated the current Maximum Annual Contract Sum, to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update Exhibit B (Pricing Schedule) to reflect extension rates; and (4) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2024; and
- M. WHEREAS, the Contract currently expires on December 31, 2024; and
- N. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for 12 months from January 1, 2025, through and including December 31, 2025; (2) add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update the County-mandated provisions regarding Consideration of Hiring GAIN/START Participants, Counterparts and Electronic Signatures and Representations, Public Records Act, and Termination for Improper Consideration; (4) add the County-mandated provisions regarding Injury and Illness Prevention Program and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding; (5) update Exhibit B (Pricing Schedule) to reflect extension rates; and (6) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2025.

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

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1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for 12 months, from January 1, 2025, through and including December 31, 2025:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on December 31, 2025, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an extension option.
- 4.3 If applicable, the Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E (County's Administration).

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

| | | |
|-----------------|-----------------|-------------------|
| <u>Year One</u> | <u>Year Two</u> | <u>Year Three</u> |
| \$26,939,638.29 | \$31,916,334.01 | \$35,250,006.40 |

| | | |
|---------------------|----------------------|---------------------|
| <u>First Option</u> | <u>Second Option</u> | <u>Third Option</u> |
| \$26,005,114.01 | \$20,255,917.15 | \$18,813,108.11 |

5 Month Ext. Option (2/1/22-6/30/22)
\$8,263,173.67

One Year Extension (7/1/22-6/30/23)
\$25,905,369.63

6 Month Ext. Option (7/1/23-12/31/23)
\$14,165,233.65

12 Months Extension (1/1/24-12/31/24)
\$31,836,687.04

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12 Months Extension (1/1/25-12/31/25)
\$35,280,375.55

The Maximum Contract Sum shall be \$274,630,957.51.

3. Paragraph 8.11 (Consideration of Hiring GAIN-GROW Participants) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Consideration of Hiring GAIN/START Participants:

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 shall be given first priority.

4. Paragraph 8.18 (Counterparts and Electronic Signatures and Representations) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Counterparts and Electronic Signatures and Representations:

8.18 Counterparts and Electronic Signatures and Representations

8.18.1 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.

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8.18.2 The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to sub-paragraph 8.1 (Amendments and Change Notices) 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.

5. Paragraph 8.36 (Public Records Act) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding the Public Records Act:

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7291 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

6. Paragraph 8.44 (Termination for Improper Consideration) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Termination for Improper Consideration:

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8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer, 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 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. Paragraph 8.59 (Injury and Illness Prevention Program) is added to the Contract as follows to add the County-mandated provision regarding the Injury and Illness Prevention Program:

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. Paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to the Contract as follows to add the County-mandated provision regarding Campaign Contribution Prohibition Following Final Decision in Contract:

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8.61 Campaign Contribution Prohibition Following Final Decision in Master Agreement 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 twelve (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.

9. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period.
10. Exhibit K (Living Wage Rate Annual Adjustments) of the Contract is deleted in its entirety and replaced with the revised Exhibit K (Living Wage Rate Annual Adjustment), attached hereto, to provide Contractor with the updated County Living Wage Ordinance hourly rates, effective January 1, 2025.
11. Except as expressly provided in this Amendment Number Twelve, all other terms, covenants, and conditions of the Contract shall remain the same and in full force and effect.
12. Contractor represents and warrants that the person executing this Amendment Number Twelve for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

UNIVERSAL PROTECTION SERVICE, LP dba
ALLIED UNIVERSAL SECURITY SERVICES


Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: 
Michele Jackson
Principal Deputy County Counsel

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

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

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and

- B. WHEREAS, on February 13, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) to replace Sub-paragraph 4.1 to clarify the Contract commencement date, (2) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process, (3) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking, (4) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance, (5) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process, (6) replace Exhibit B (Pricing Schedule) to reflect costs associated with the updated County's Living Wage Ordinance, and (7) update the County's Living Wage Ordinance Exhibits; and

- C. WHEREAS, on January 8, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019, through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and

- D. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DHS information; (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and

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

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- J. WHEREAS, on January 11, 2023, County and Contractor entered into Amendment Number Nine to update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract, effective January 1, 2023; and
- K. WHEREAS, on June 20, 2023, County and Contractor entered into Amendment Number Ten to (1) exercise the six-month option and extend the term of the Contract from July 1, 2023, through and including December 31, 2023; (2) delete County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) delete Exhibit G4 (COVID-19 Vaccination Certification of Compliance); and
- L. WHEREAS, on December 4, 2023, County and Contractor entered into Amendment Number Eleven to (1) extend the term of the Contract for 12 months from January 1, 2024, through and including December 31, 2024; (2) update the current Maximum Annual Contract Sum, to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update Exhibit B (Pricing Schedule) to reflect extension rates; and (4) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2024; and
- M. WHEREAS, the Contract currently expires on December 31, 2024; and
- N. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for 12 months from January 1, 2025, through and including December 31, 2025; (2) add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update the County-mandated provisions regarding Consideration of Hiring GAIN/START Participants, Counterparts and Electronic Signatures and Representations, Public Records Act, and Termination for Improper Consideration; (4) add the County-mandated provisions regarding Injury and Illness Prevention Program and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding; (5) update Exhibit B (Pricing Schedule) to reflect extension rates; and (6) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2025.

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

- 1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for 12 months, from January 1, 2025, through and including December 31, 2025:

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4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on December 31, 2025, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an extension option.
- 4.3 If applicable, the Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E (County's Administration).

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

| | | |
|--|----------------------|---------------------|
| <u>Year One</u> | <u>Year Two</u> | <u>Year Three</u> |
| \$28,672,002.47 | \$38,773,624.95 | \$40,761,954.62 |
| <u>First Option</u> | <u>Second Option</u> | <u>Third Option</u> |
| \$34,723,743.28 | \$29,006,270.27 | \$27,004,186.88 |
| <u>5 Month Ext. Option (2/1/22-6/30/22)</u> | | |
| \$12,168,691.64 | | |
| <u>One Year Extension (7/1/22-6/30/23)</u> | | |
| \$32,743,183.59 | | |
| <u>6 Month Ext. Option (7/1/23-12/31/23)</u> | | |
| \$18,404,732.95 | | |
| <u>12 Months Extension (1/1/24-12/31/24)</u> | | |
| \$38,581,395.73 | | |
| <u>12 Months Extension (1/1/25-12/31/25)</u> | | |
| \$43,571,743.25 | | |

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The Maximum Contract Sum shall be \$344,411,529.63.

3. Paragraph 8.11 (Consideration of Hiring GAIN-GROW Participants) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Consideration of Hiring GAIN/START Participants:

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 shall be given first priority.

4. Paragraph 8.18 (Counterparts and Electronic Signatures and Representations) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Counterparts and Electronic Signatures and Representations:

8.18 Counterparts and Electronic Signatures and Representations

8.18.1 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.

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

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party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to sub-paragraph 8.1 (Amendments and Change Notices) 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.

5. Paragraph 8.36 (Public Records Act) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding the Public Records Act:

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7291 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

6. Paragraph 8.44 (Termination for Improper Consideration) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Termination for Improper Consideration:

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8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer, 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 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. Paragraph 8.59 (Injury and Illness Prevention Program) is added to the Contract as follows to add the County-mandated provision regarding the Injury and Illness Prevention Program:

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. Paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to the Contract as follows to add the County-mandated provision regarding Campaign Contribution Prohibition Following Final Decision in Contract:

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8.61 Campaign Contribution Prohibition Following Final Decision in Master Agreement 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 twelve (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.

9. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period.
10. Exhibit K (Living Wage Rate Annual Adjustments) of the Contract is deleted in its entirety and replaced with the revised Exhibit K (Living Wage Rate Annual Adjustment), attached hereto, to provide Contractor with the updated County Living Wage Ordinance hourly rates, effective January 1, 2025.
11. Except as expressly provided in this Amendment Number Twelve, all other terms, covenants, and conditions of the Contract shall remain the same and in full force and effect.
12. Contractor represents and warrants that the person executing this Amendment Number Twelve for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

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

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

SECURITAS SECURITY SERVICES, USA, INC.


Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: 
Michele Jackson
Principal Deputy County Counsel

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

| NORTH ZONE - SPA ONE - ANTELOPE VALLEY | | | | | | | | | | | | | | |
|--|----------------|---------|--|--|--------------------|--|--------------------|--|--------------------|---|--------------------|---|--------------------|------------------|
| GUARD ITEM | HOURS REQUIRED | | NORTH ZONE (2/1/16 - 1/31/22) CONTRACT TOTAL | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | NORTH ZONE |
| | MONTHLY | ANNUAL | | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 5,366 | 64,392 | \$ 10,163,633.28 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 2,320 | 11,600 | | \$ 30.46 | \$ 353,336.00 | | | | | | | | | \$ 353,336.00 |
| Effective 7/1/22 - 6/30/23 | 952 | 11,421 | | | | \$ 37.22 | \$ 425,089.62 | | | | | | | \$ 425,089.62 |
| Effective 7/1/23 - 12/31/23 | 952 | 5,711 | | | | | | \$ 39.10 | \$ 223,280.55 | | | | | \$ 223,280.55 |
| Effective 1/1/24 - 12/31/24 | 1,318 | 15,816 | | | | | | | | \$ 40.27 | \$ 636,910.32 | | | \$ 636,910.32 |
| Effective 1/1/25 - 12/31/25 | 1,656 | 19,872 | | | | | | | | | | \$ 41.52 | \$ 825,085.44 | \$ 825,085.44 |
| ARMED | 12,245 | 146,940 | \$ 25,162,005.60 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 10,944 | 54,720 | | \$ 34.97 | \$ 1,913,558.40 | | | | | | | | | \$ 1,913,558.40 |
| Effective 7/1/22 - 6/30/23 | 6,003 | 72,038 | | | | \$ 43.71 | \$ 3,148,766.99 | | | | | | | \$ 3,148,766.99 |
| Effective 7/1/23 - 12/31/23 | 6,003 | 36,019 | | | | | | \$ 45.39 | \$ 1,634,895.15 | | | | | \$ 1,634,895.15 |
| Effective 1/1/24 - 12/31/24 | 7,847 | 94,164 | | | | | | | | \$ 48.11 | \$ 4,530,230.04 | | | \$ 4,530,230.04 |
| Effective 1/1/25 - 12/31/25 | 7,576 | 90,912 | | | | | | | | | | \$ 49.60 | \$ 4,509,235.20 | \$ 4,509,235.20 |
| SUPERVISOR | 1,391 | 16,692 | \$ 3,099,036.72 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 1,936 | 9,680 | | \$ 36.67 | \$ 354,965.60 | | | | | | | | | \$ 354,965.60 |
| Effective 7/1/22 - 6/30/23 | 2,212 | 26,549 | | | | \$ 44.35 | \$ 1,177,433.07 | | | | | | | \$ 1,177,433.07 |
| Effective 7/1/23 - 12/31/23 | 2,212 | 13,274 | | | | | | \$ 45.99 | \$ 610,486.44 | | | | | \$ 610,486.44 |
| Effective 1/1/24 - 12/31/24 | 2,379 | 28,548 | | | | | | | | \$ 48.75 | \$ 1,391,715.00 | | | \$ 1,391,715.00 |
| Effective 1/1/25 - 12/31/25 | 2,039 | 24,471 | | | | | | | | | | \$ 50.26 | \$ 1,229,930.55 | \$ 1,229,930.55 |
| POST COMMANDER | 0 | 0 | | N/A | | N/A | | N/A | | N/A | | N/A | | |
| Projected Totals | 75,352 | 742,818 | \$ 38,424,675.60 | | \$ 2,621,860.00 | | \$ 4,751,289.68 | | \$ 2,468,662.13 | | \$ 6,558,855.36 | | \$ 6,564,251.19 | \$ 22,964,918.37 |

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

| NORTH ZONE - SPA TWO - SAN FERNANDO VALLEY | | | | | | | | | | | | | | |
|--|----------------|-----------|--|--|--------------------|--|--------------------|--|--------------------|---|--------------------|---|--------------------|------------------|
| GUARD ITEM | HOURS REQUIRED | | NORTH ZONE (2/1/16 - 1/31/22) CONTRACT TOTAL | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | NORTH ZONE |
| | MONTHLY | ANNUAL | | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 13,620 | 163,440 | \$ 25,797,369.60 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 4,304 | 21,520 | | \$ 30.46 | \$ 655,499.20 | | | | | | | | | \$ 655,499.20 |
| Effective 7/1/22 - 6/30/23 | 3,014 | 36,166 | | | | \$ 37.32 | \$ 1,349,724.45 | | | | | | | \$ 1,349,724.45 |
| Effective 7/1/23 - 12/31/23 | 3,014 | 18,083 | | | | | | \$ 39.10 | \$ 707,050.19 | | | | | \$ 707,050.19 |
| Effective 1/1/24 - 12/31/24 | 1,971 | 23,652 | | | | | | | | \$ 40.27 | \$ 952,466.04 | | | \$ 952,466.04 |
| Effective 1/1/25 - 12/31/25 | 1,016 | 12,192 | | | | | | | | | | \$ 41.52 | \$ 506,211.84 | \$ 506,211.84 |
| ARMED | 13,268 | 159,216 | \$ 27,264,147.84 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 10,368 | 51,840 | | \$ 34.97 | \$ 1,812,844.80 | | | | | | | | | \$ 1,812,844.80 |
| Effective 7/1/22 - 6/30/23 | 11,183 | 134,196 | | | | \$ 43.71 | \$ 5,865,721.58 | | | | | | | \$ 5,865,721.58 |
| Effective 7/1/23 - 12/31/23 | 11,183 | 67,098 | | | | | | \$ 45.39 | \$ 3,045,585.71 | | | | | \$ 3,045,585.71 |
| Effective 1/1/24 - 12/31/24 | 11,050 | 132,600 | | | | | | | | \$ 48.11 | \$ 6,379,386.00 | | | \$ 6,379,386.00 |
| Effective 1/1/25 - 12/31/25 | 8,416 | 100,992 | | | | | | | | | | \$ 49.60 | \$ 5,009,203.20 | \$ 5,009,203.20 |
| SUPERVISOR | 2,468 | 29,616 | \$ 5,498,506.56 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 2,793 | 13,965 | | \$ 36.67 | \$ 512,096.55 | | | | | | | | | \$ 512,096.55 |
| Effective 7/1/22 - 6/30/23 | 2,170 | 26,042 | | | | \$ 44.35 | \$ 1,154,952.06 | | | | | | | \$ 1,154,952.06 |
| Effective 7/1/23 - 12/31/23 | 2,170 | 13,021 | | | | | | \$ 45.99 | \$ 598,830.27 | | | | | \$ 598,830.27 |
| Effective 1/1/24 - 12/31/24 | 2,431 | 29,172 | | | | | | | | \$ 48.75 | \$ 1,422,135.00 | | | \$ 1,422,135.00 |
| Effective 1/1/25 - 12/31/25 | 2,284 | 27,405 | | | | | | | | | | \$ 50.26 | \$ 1,377,351.18 | \$ 1,377,351.18 |
| POST COMMANDER | 0 | 0 | | N/A | | N/A | | N/A | | N/A | | N/A | | |
| Projected Totals | 106,723 | 1,060,216 | \$ 58,560,024.00 | | \$ 2,980,440.55 | | \$ 8,370,398.09 | | \$ 4,351,466.17 | | \$ 8,753,987.04 | | \$ 6,892,766.22 | \$ 31,349,058.06 |

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

| NORTH ZONE - SPA FOUR - METRO | | | | | | | | | | | | | | |
|-------------------------------|----------------|-----------|----------------------------------|--|--------------------|--|--------------------|--|--------------------|---|--------------------|---|--------------------|------------------|
| GUARD ITEM | HOURS REQUIRED | | NORTH ZONE (2/1/16 - 1/31/22) | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | NORTH ZONE |
| | MONTHLY | ANNUAL | CONTRACT TOTAL | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 29,993 | 359,916 | \$ 56,809,141.44 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 4,624 | 23,120 | | \$ 30.46 | \$ 704,235.20 | | | | | | | | | \$ 704,235.20 |
| Effective 7/1/22 - 6/30/23 | 4,843 | 58,116 | | | | \$ 37.32 | \$ 2,168,870.46 | | | | | | | \$ 2,168,870.46 |
| Effective 7/1/23 - 12/31/23 | 4,843 | 29,058 | | | | | | \$ 39.10 | \$ 1,136,158.03 | | | | | \$ 1,136,158.03 |
| Effective 1/1/24 - 12/31/24 | 5,171 | 62,052 | | | | | | | | \$ 40.27 | \$ 2,498,834.04 | | | \$ 2,498,834.04 |
| Effective 1/1/25 - 12/31/25 | 4,440 | 53,280 | | | | | | | | | | \$ 41.52 | \$ 2,212,185.60 | \$ 2,212,185.60 |
| ARMED | 15,879 | 190,548 | \$ 32,629,439.52 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 12,356 | 61,780 | | \$ 34.97 | \$ 2,160,446.60 | | | | | | | | | \$ 2,160,446.60 |
| Effective 7/1/22 - 6/30/23 | 16,506 | 198,068 | | | | \$ 43.71 | \$ 8,657,530.43 | | | | | | | \$ 8,657,530.43 |
| Effective 7/1/23 - 12/31/23 | 16,506 | 99,034 | | | | | | \$ 45.39 | \$ 4,495,141.91 | | | | | \$ 4,495,141.91 |
| Effective 1/1/24 - 12/31/24 | 16,076 | 192,912 | | | | | | | | \$ 48.11 | \$ 9,280,996.32 | | | \$ 9,280,996.32 |
| Effective 1/1/25 - 12/31/25 | 17,588 | 211,056 | | | | | | | | | | \$ 49.60 | \$ 10,468,377.60 | \$ 10,468,377.60 |
| SUPERVISOR | 5,165 | 61,980 | \$ 11,507,206.80 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 2,255 | 11,275 | | \$ 36.67 | \$ 413,454.25 | | | | | | | | | \$ 413,454.25 |
| Effective 7/1/22 - 6/30/23 | 2,841 | 34,094 | | | | \$ 44.35 | \$ 1,512,069.34 | | | | | | | \$ 1,512,069.34 |
| Effective 7/1/23 - 12/31/23 | 2,841 | 17,047 | | | | | | \$ 45.99 | \$ 783,991.76 | | | | | \$ 783,991.76 |
| Effective 1/1/24 - 12/31/24 | 3,162 | 37,944 | | | | | | | | \$ 48.75 | \$ 1,849,770.00 | | | \$ 1,849,770.00 |
| Effective 1/1/25 - 12/31/25 | 3,148 | 37,774 | | | | | | | | | | \$ 50.26 | \$ 1,898,513.20 | \$ 1,898,513.20 |
| POST COMMANDER | 174 | 2,088 | \$ 488,174.40 | N/A | | N/A | | N/A | | N/A | | N/A | | |
| Projected Totals | 168,410 | 1,741,140 | \$ 101,433,962.16 | | \$ 3,278,136.05 | | \$ 12,338,470.23 | | \$ 6,415,291.70 | | \$ 13,629,600.36 | | \$ 14,579,076.40 | \$ 50,240,574.73 |

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

| NORTH ZONE - SPAS ONE, TWO, AND FOUR | | | | | | | | | | | | | | |
|--------------------------------------|----------------|-----------|--|--|--------------------|--|--------------------|--|--------------------|---|--------------------|---|---|--------------------------|
| GUARD ITEM | HOURS REQUIRED | | NORTH ZONE (2/1/16 - 1/31/22) CONTRACT TOTAL | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | NORTH ZONE |
| | MONTHLY | ANNUAL | | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 48,979 | 587,748 | \$ 92,770,144.32 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 11,248 | 56,240 | | \$ 30.46 | \$ 1,713,070.40 | | | | | | | | | \$ 1,713,070.40 |
| Effective 7/1/22 - 6/30/23 | 8,809 | 105,703 | | | | \$ 37.32 | \$ 3,944,826.63 | | | | | | | \$ 3,944,826.63 |
| Effective 7/1/23 - 12/31/23 | 8,809 | 52,851 | | | | | | \$ 39.10 | \$ 2,066,488.76 | | | | | \$ 2,066,488.76 |
| Effective 1/1/24 - 12/31/24 | 8,460 | 101,520 | | | | | | | | \$ 40.27 | \$ 4,088,210.40 | | | \$ 4,088,210.40 |
| Effective 1/1/25 - 12/31/25 | 7,112 | 85,344 | | | | | | | | | | \$ 41.52 | \$ 3,543,482.88 | \$ 3,543,482.88 |
| ARMED | 41,392 | 496,704 | \$ 85,055,592.96 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 33,668 | 168,340 | | \$ 34.97 | \$ 5,886,849.80 | | | | | | | | | \$ 5,886,849.80 |
| Effective 7/1/22 - 6/30/23 | 33,692 | 404,302 | | | | \$ 43.71 | \$ 17,672,019.00 | | | | | | | \$ 17,672,019.00 |
| Effective 7/1/23 - 12/31/23 | 33,692 | 202,151 | | | | | | \$ 45.39 | \$ 9,175,622.77 | | | | | \$ 9,175,622.77 |
| Effective 1/1/24 - 12/31/24 | 34,973 | 419,676 | | | | | | | | \$ 48.11 | \$ 20,190,612.36 | | | \$ 20,190,612.36 |
| Effective 1/1/25 - 12/31/25 | 33,580 | 402,960 | | | | | | | | | | \$ 49.60 | \$ 19,986,816.00 | \$ 19,986,816.00 |
| SUPERVISOR | 9,024 | 108,288 | \$ 20,104,750.08 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 6,984 | 34,920 | | \$ 36.67 | \$ 1,280,516.40 | | | | | | | | | \$ 1,280,516.40 |
| Effective 7/1/22 - 6/30/23 | 7,224 | 86,684 | | | | \$ 44.35 | \$ 3,844,454.47 | | | | | | | \$ 3,844,454.47 |
| Effective 7/1/23 - 12/31/23 | 7,224 | 43,342 | | | | | | \$ 45.99 | \$ 1,993,308.47 | | | | | \$ 1,993,308.47 |
| Effective 1/1/24 - 12/31/24 | 7,972 | 95,664 | | | | | | | | \$ 48.75 | \$ 4,663,620.00 | | | \$ 4,663,620.00 |
| Effective 1/1/25 - 12/31/25 | 7,471 | 89,650 | | | | | | | | | | \$ 50.26 | \$ 4,505,794.93 | \$ 4,505,794.93 |
| POST COMMANDER | 174 | 2,088 | \$ 488,174.40 | N/A | | N/A | | N/A | | N/A | | N/A | | |
| Projected Totals | 350,485 | 3,544,175 | \$ 198,418,661.76 | | \$ 8,880,436.60 | | \$ 25,461,300.10 | | \$ 13,235,420.00 | | \$ 28,942,442.76 | | \$ 28,036,093.81 | |
| Projected Totals with 10% | | | | | \$ 9,768,480.26 | | \$ 28,007,430.11 | | \$ 14,558,962.00 | | \$ 31,836,687.04 | | \$ 30,839,703.19 | |
| Actual Expenditure Totals | | | \$ 159,180,117.97 | | \$ 8,263,173.67 | | \$ 25,905,369.63 | | \$ 14,165,233.65 | | \$ 31,836,687.04 | | \$ 35,280,375.55 | \$ 274,630,957.51 |
| | | | | | | | | | | | | | Total Contract Cost (2/1/16 - 12/31/25) | \$ 274,630,957.51 |

| OVERTIME/SPECIAL RATES NORTH ZONE - SPAS ONE, TWO, AND FOUR | | | | | | | | | | | | | | |
|---|----------------|--------|--|--|--------------------|--|--------------------|---|--------------------|---|--------------------|------|--------------------|--|
| GUARD ITEM | HOURS REQUIRED | | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | | | |
| | MONTHLY | ANNUAL | | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 876 | 10,506 | \$ 45.69 | | \$ 55.98 | | \$ 58.65 | | \$ 60.41 | | \$ 62.28 | | \$ 654,313.68 | |
| ARMED | 4,108 | 49,299 | \$ 52.46 | | \$ 65.57 | | \$ 68.09 | | \$ 72.17 | | \$ 74.40 | | \$ 3,667,845.60 | |
| SUPERVISOR | 131 | 1,572 | \$ 55.01 | | \$ 66.53 | | \$ 68.99 | | \$ 73.13 | | \$ 75.39 | | \$ 118,513.08 | |
| POST COMMANDER | N/A | N/A | N/A | | N/A | | N/A | | N/A | | N/A | | | |

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

| CENTRAL ZONE - SPA THREE - SAN GABRIEL VALLEY | | | | | | | | | | | | | | |
|---|----------------|---------|---------------------------------|---|--------------------|---------------------------------------|--------------------|---|--------------------|--|--------------------|--|--------------------|------------------|
| GUARD ITEM | HOURS REQUIRED | | CENTRAL ZONE (2/1/16 - 1/31/22) | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | CENTRAL ZONE |
| | MONTHLY | ANNUAL | CONTRACT TOTAL | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 2,748 | 32,976 | \$ 6,211,359.36 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 1,420 | 7,100 | | \$ 38.11 | \$ 270,581.00 | | | | | | | | | \$ 270,581.00 |
| Effective 7/1/22 - 6/30/23 | 1,731 | 20,774 | | | | \$ 39.44 | \$ 819,306.84 | | | | | | | \$ 819,306.84 |
| Effective 7/1/23 - 12/31/23 | 1,731 | 10,387 | | | | | | \$ 40.82 | \$ 423,987.14 | | | | | \$ 423,987.14 |
| Effective 1/1/24 - 12/31/24 | 2,783 | 33,396 | | | | | | | | \$ 42.87 | \$ 1,431,686.52 | | | \$ 1,431,686.52 |
| Effective 1/1/25 - 12/31/25 | 2,696 | 32,352 | | | | | | | | | | \$ 44.20 | \$ 1,429,958.40 | \$ 1,429,958.40 |
| ARMED | 8,501 | 102,012 | \$ 20,318,750.16 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 4,320 | 21,600 | | \$ 40.19 | \$ 868,104.00 | | | | | | | | | \$ 868,104.00 |
| Effective 7/1/22 - 6/30/23 | 4,484 | 53,811 | | | | \$ 41.60 | \$ 2,238,537.60 | | | | | | | \$ 2,238,537.60 |
| Effective 7/1/23 - 12/31/23 | 4,484 | 26,906 | | | | | | \$ 43.05 | \$ 1,158,281.78 | | | | | \$ 1,158,281.78 |
| Effective 1/1/24 - 12/31/24 | 5,896 | 70,752 | | | | | | | | \$ 45.21 | \$ 3,198,697.92 | | | \$ 3,198,697.92 |
| Effective 1/1/25 - 12/31/25 | 3,913 | 46,956 | | | | | | | | | | \$ 46.61 | \$ 2,188,619.16 | \$ 2,188,619.16 |
| SUPERVISOR | 1,160 | 13,920 | \$ 2,880,883.20 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 819 | 4,095 | | \$ 41.69 | \$ 170,720.55 | | | | | | | | | \$ 170,720.55 |
| Effective 7/1/22 - 6/30/23 | 723 | 8,675 | | | | \$ 43.15 | \$ 374,326.25 | | | | | | | \$ 374,326.25 |
| Effective 7/1/23 - 12/31/23 | 723 | 4,338 | | | | | | \$ 44.66 | \$ 193,712.75 | | | | | \$ 193,712.75 |
| Effective 1/1/24 - 12/31/24 | 3,269 | 39,228 | | | | | | | | \$ 46.89 | \$ 1,839,400.92 | | | \$ 1,839,400.92 |
| Effective 1/1/25 - 12/31/25 | 3,711 | 44,530 | | | | | | | | | | \$ 48.34 | \$ 2,152,578.27 | \$ 2,152,578.27 |
| Projected Totals | 55,112 | 573,806 | \$ 29,410,992.72 | | \$ 1,309,405.55 | | \$ 3,432,170.69 | | \$ 1,775,981.66 | | \$ 6,469,785.36 | | \$ 5,771,155.83 | \$ 18,758,499.09 |

[Amended and Restated Under Amendment Number 12]

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

| SOUTH ZONE - SPA SIX - SOUTH | | | | | | | | | | | | | | |
|------------------------------|----------------|---------|----------------------------------|--|--------------------|--|--------------------|--|--------------------|---|--------------------|---|--------------------|------------------|
| GUARD ITEM | HOURS REQUIRED | | SOUTH ZONE (2/1/16 - 1/31/22) | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | SOUTH ZONE |
| | MONTHLY | ANNUAL | CONTRACT TOTAL | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 9,075 | 108,900 | \$ 20,048,490.00 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 704 | 3,520 | | \$ 38.11 | \$ 134,147.20 | | | | | | | | | \$ 134,147.20 |
| Effective 7/1/22 - 6/30/23 | 2,833 | 33,991 | | | | \$39.44 | \$ 1,340,605.04 | | | | | | | \$ 1,340,605.04 |
| Effective 7/1/23 - 1/31/24 | 2,833 | 16,996 | | | | | | \$40.82 | \$ 693,756.31 | | | | | \$ 693,756.31 |
| Effective 1/1/24 - 12/31/24 | 3,085 | 37,020 | | | | | | | | \$42.87 | \$ 1,587,047.40 | | | \$ 1,587,047.40 |
| Effective 1/1/25 - 12/31/25 | 3,352 | 40,224 | | | | | | | | | | \$44.20 | \$ 1,777,900.80 | \$ 1,777,900.80 |
| ARMED | 13,594 | 163,128 | \$ 31,756,127.76 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 7,904 | 39,520 | | \$ 40.19 | \$ 1,588,308.80 | | | | | | | | | \$ 1,588,308.80 |
| Effective 7/1/22 - 6/30/23 | 8,602 | 103,221 | | | | \$41.60 | \$ 4,293,972.80 | | | | | | | \$ 4,293,972.80 |
| Effective 7/1/23 - 1/31/24 | 8,602 | 51,610 | | | | | | \$43.05 | \$ 2,221,821.26 | | | | | \$ 2,221,821.26 |
| Effective 1/1/24 - 12/31/24 | 9,871 | 118,452 | | | | | | | | \$45.21 | \$ 5,355,214.92 | | | \$ 5,355,214.92 |
| Effective 1/1/25 - 12/31/25 | 9,697 | 116,364 | | | | | | | | | | \$46.61 | \$ 5,423,726.04 | \$ 5,423,726.04 |
| SUPERVISOR | 3,198 | 38,376 | \$ 7,786,490.40 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 989 | 4,945 | | \$ 41.69 | \$ 206,157.05 | | | | | | | | | \$ 206,157.05 |
| Effective 7/1/22 - 6/30/23 | 1,181 | 14,176 | | | | \$43.15 | \$ 611,677.14 | | | | | | | \$ 611,677.14 |
| Effective 7/1/23 - 1/31/24 | 1,181 | 7,088 | | | | | | \$44.66 | \$ 316,541.15 | | | | | \$ 316,541.15 |
| Effective 1/1/24 - 12/31/24 | 1,294 | 15,528 | | | | | | | | \$46.89 | \$ 728,107.92 | | | \$ 728,107.92 |
| Effective 1/1/25 - 12/31/25 | 1,552 | 18,619 | | | | | | | | | | \$48.34 | \$ 900,023.12 | \$ 900,023.12 |
| POST COMMANDER | 174 | 2,088 | \$ 497,111.04 | N/A | | N/A | | N/A | | N/A | | N/A | | |
| Projected Totals | 89,720 | 933,764 | \$ 60,088,219.20 | | \$ 1,928,613.05 | | \$ 6,246,254.98 | | \$ 3,232,118.72 | | \$ 7,670,370.24 | | \$ 8,101,649.96 | \$ 27,179,006.95 |

[Amended and Restated Under Amendment Number 12]

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

| SOUTH ZONE - SPA SEVEN - EAST | | | | | | | | | | | | | | |
|-------------------------------|----------------|-----------|-------------------------------|---|--------------------|---------------------------------------|--------------------|---|--------------------|--|--------------------|--|--------------------|------------------|
| GUARD ITEM | HOURS REQUIRED | | SOUTH ZONE (2/1/16 - 1/31/22) | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | SOUTH ZONE |
| | MONTHLY | ANNUAL | CONTRACT TOTAL | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 7,189 | 86,268 | \$ 15,881,938.80 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 2,784 | 13,920 | | \$ 38.11 | \$ 530,491.20 | | | | | | | | | \$ 530,491.20 |
| Effective 7/1/22 - 6/30/23 | 2,664 | 31,965 | | | | \$39.44 | \$ 1,260,699.60 | | | | | | | \$ 1,260,699.60 |
| Effective 7/1/23 - 12/31/23 | 2,664 | 15,983 | | | | | | \$40.82 | \$ 652,405.65 | | | | | \$ 652,405.65 |
| Effective 1/1/24 - 12/31/24 | 4,128 | 49,536 | | | | | | | | \$42.87 | \$ 2,123,608.32 | | | \$ 2,123,608.32 |
| Effective 1/1/25 - 12/31/25 | 2,036 | 24,432 | | | | | | | | | | \$44.20 | \$ 1,079,894.40 | \$ 1,079,894.40 |
| ARMED | 14,702 | 176,424 | \$ 34,344,460.08 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 11,520 | 57,600 | | \$ 40.19 | \$ 2,314,944.00 | | | | | | | | | \$ 2,314,944.00 |
| Effective 7/1/22 - 6/30/23 | 12,385 | 148,615 | | | | \$41.60 | \$ 6,182,394.40 | | | | | | | \$ 6,182,394.40 |
| Effective 7/1/23 - 12/31/23 | 12,385 | 74,308 | | | | | | \$43.05 | \$ 3,198,943.26 | | | | | \$ 3,198,943.26 |
| Effective 1/1/24 - 12/31/24 | 13,947 | 167,364 | | | | | | | | \$45.21 | \$ 7,566,526.44 | | | \$ 7,566,526.44 |
| Effective 1/1/25 - 12/31/25 | 11,872 | 142,464 | | | | | | | | | | \$46.61 | \$ 6,640,247.04 | \$ 6,640,247.04 |
| SUPERVISOR | 2,677 | 32,124 | \$ 6,517,959.60 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 1,766 | 8,830 | | \$ 41.69 | \$ 368,122.70 | | | | | | | | | \$ 368,122.70 |
| Effective 7/1/22 - 6/30/23 | 4,487 | 53,838 | | | | \$43.15 | \$ 2,323,123.08 | | | | | | | \$ 2,323,123.08 |
| Effective 7/1/23 - 12/31/23 | 4,487 | 26,919 | | | | | | \$44.66 | \$ 1,202,209.46 | | | | | \$ 1,202,209.46 |
| Effective 1/1/24 - 12/31/24 | 4,921 | 59,052 | | | | | | | | \$46.89 | \$ 2,768,948.28 | | | \$ 2,768,948.28 |
| Effective 1/1/25 - 12/31/25 | 5,295 | 63,540 | | | | | | | | | | \$48.34 | \$ 3,071,512.00 | \$ 3,071,512.00 |
| POST COMMANDER | 174 | 2,086 | \$ 496,568.22 | N/A | | N/A | | N/A | | N/A | | N/A | | |
| Projected Totals | 122,081 | 1,235,267 | \$ 46,684,463.94 | | \$ 3,213,557.90 | | \$ 9,766,217.08 | | \$ 5,053,558.37 | | \$ 12,459,083.04 | | \$ 10,791,653.44 | \$ 41,284,069.82 |

[Amended and Restated Under Amendment Number 12]

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

| SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT | | | | | | | | | | | | | | |
|---|----------------|-----------|--|--|--------------------|--|--------------------|--|--------------------|---|--------------------|---|----------------------------|-------------------|
| GUARD ITEM | HOURS REQUIRED | | SOUTH ZONE (2/1/16 - 1/31/22) CONTRACT TOTAL | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | SOUTH ZONE |
| | MONTHLY | ANNUAL | | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 31,325 | 375,900 | \$ 69,203,190.00 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 5,920 | 29,600 | | \$ 38.11 | \$ 1,128,056.00 | | | | | | | | | \$ 1,128,056.00 |
| Effective 7/1/22 - 6/30/23 | 8,025 | 96,296 | | | | \$39.44 | \$ 3,797,894.52 | | | | | | | \$ 3,797,894.52 |
| Effective 7/1/23 - 12/31/23 | 8,025 | 48,148 | | | | | | \$40.82 | \$ 1,965,391.16 | | | | | \$ 1,965,391.16 |
| Effective 1/1/24 - 12/31/24 | 10,252 | 123,024 | | | | | | | | \$42.87 | \$ 5,274,038.88 | | | \$ 5,274,038.88 |
| Effective 1/1/25 - 12/31/25 | 9,132 | 109,584 | | | | | | | | | | \$44.20 | \$ 4,843,612.80 | \$ 4,843,612.80 |
| ARMED | 36,151 | 433,812 | \$ 84,450,182.04 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 25,776 | 128,880 | | \$ 40.19 | \$ 5,179,687.20 | | | | | | | | | \$ 5,179,687.20 |
| Effective 7/1/22 - 6/30/23 | 27,944 | 335,326 | | | | \$41.60 | \$ 13,949,561.60 | | | | | | | \$ 13,949,561.60 |
| Effective 7/1/23 - 12/31/23 | 27,944 | 167,663 | | | | | | \$43.05 | \$ 7,217,892.15 | | | | | \$ 7,217,892.15 |
| Effective 1/1/24 - 12/31/24 | 30,691 | 368,292 | | | | | | | | \$45.21 | \$ 16,650,481.32 | | | \$ 16,650,481.32 |
| Effective 1/1/25 - 12/31/25 | 27,409 | 328,908 | | | | | | | | | | \$46.61 | \$ 15,330,401.88 | \$ 15,330,401.88 |
| SUPERVISOR | 8,204 | 98,448 | \$ 19,975,099.20 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 3,844 | 19,220 | | \$ 41.69 | \$ 801,281.80 | | | | | | | | | \$ 801,281.80 |
| Effective 7/1/22 - 6/30/23 | 6,592 | 79,107 | | | | \$43.15 | \$ 3,413,462.74 | | | | | | | \$ 3,413,462.74 |
| Effective 7/1/23 - 12/31/23 | 6,592 | 39,553 | | | | | | \$44.66 | \$ 1,766,457.08 | | | | | \$ 1,766,457.08 |
| Effective 1/1/24 - 12/31/24 | 7,206 | 86,472 | | | | | | | | \$46.89 | \$ 4,054,672.08 | | | \$ 4,054,672.08 |
| Effective 1/1/25 - 12/31/25 | 8,037 | 96,450 | | | | | | | | | | \$48.34 | \$ 4,662,387.20 | \$ 4,662,387.20 |
| POST COMMANDER | 521 | 6,252 | \$ 1,488,476.16 | N/A | | N/A | | N/A | | N/A | | N/A | | |
| Projected Totals | 289,590 | 2,970,934 | \$ 175,116,947.40 | | \$ 7,109,025.00 | | \$ 21,160,918.86 | | \$ 10,949,740.38 | | \$ 25,979,192.28 | | \$ 24,836,401.88 | |
| Projected Totals with 10% | | | | | \$ 7,819,927.50 | | \$ 23,277,010.74 | | \$ 12,044,714.42 | | \$ 28,577,111.51 | | \$ 27,320,042.07 | |
| Actual Expenditure Totals | | | \$ 148,061,215.60 | | \$ 8,950,855.58 | | \$ 24,018,362.97 | | \$ 13,635,319.88 | | \$ 28,577,111.51 | | \$ 32,785,931.83 | \$ 256,028,797.37 |
| | | | | | | | | | | | | | Total Contract Cost | |
| | | | | | | | | | | | | | (2/1/16 - 12/31/25) | \$ 256,028,797.37 |

| OVERTIME/SPECIAL RATES SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT | | | | | | | | | | | | | | | |
|--|----------------|--------|--|--|--|---|---|------|--------------------|------|--------------------|-----------------|--------------------|------|--------------------|
| GUARD ITEM | HOURS REQUIRED | | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | | | | | | | |
| | MONTHLY | ANNUAL | | | | | | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION |
| UNARMED | 1,409 | 16,902 | \$ 57.17 | | \$59.16 | | \$61.23 | | \$64.31 | | \$66.30 | \$ 1,120,602.60 | | | |
| ARMED | 5,179 | 62,151 | \$ 60.29 | | \$62.40 | | \$64.58 | | \$67.82 | | \$69.92 | \$ 4,345,287.17 | | | |
| SUPERVISOR | 0 | 0 | \$ 62.54 | | \$64.73 | | \$66.99 | | \$70.34 | | \$72.51 | \$ - | | | |
| POST COMMANDER | N/A | N/A | N/A | | N/A | | N/A | | N/A | | N/A | \$ - | | | |

[Amended and Restated Under Amendment Number 12]

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

| SOUTH ZONE - SPA EIGHT - SOUTHBAY | | | | | | | | | | | | | | |
|-----------------------------------|----------------|---------|--|--|--------------------|--|--------------------|--|--------------------|---|--------------------|---|--------------------|------------------|
| GUARD ITEM | HOURS REQUIRED | | SOUTH ZONE (2/1/16 - 1/31/22) CONTRACT TOTAL | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | SOUTH ZONE |
| | MONTHLY | ANNUAL | | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 15,061 | 180,732 | \$ 33,272,761.20 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 2,432 | 12,160 | | \$ 38.11 | \$ 463,417.60 | | | | | | | | | \$ 463,417.60 |
| Effective 7/1/22 - 6/30/23 | 2,528 | 30,340 | | | | \$39.44 | \$ 1,196,589.88 | | | | | | | \$ 1,196,589.88 |
| Effective 7/1/23 - 12/31/23 | 2,528 | 15,170 | | | | | | \$40.82 | \$ 619,229.20 | | | | | \$ 619,229.20 |
| Effective 1/1/24 - 12/31/24 | 3,039 | 36,468 | | | | | | | | \$42.87 | \$ 1,563,383.16 | | | \$ 1,563,383.16 |
| Effective 1/1/25 - 12/31/25 | 3,744 | 44,928 | | | | | | | | | | \$44.20 | \$ 1,985,817.60 | \$ 1,985,817.60 |
| ARMED | 7,855 | 94,260 | \$ 18,349,594.20 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 6,352 | 31,760 | | \$ 40.19 | \$ 1,276,434.40 | | | | | | | | | \$ 1,276,434.40 |
| Effective 7/1/22 - 6/30/23 | 6,958 | 83,490 | | | | \$41.60 | \$ 3,473,194.40 | | | | | | | \$ 3,473,194.40 |
| Effective 7/1/23 - 12/31/23 | 6,958 | 41,745 | | | | | | \$43.05 | \$ 1,797,127.63 | | | | | \$ 1,797,127.63 |
| Effective 1/1/24 - 12/31/24 | 6,873 | 82,476 | | | | | | | | \$45.21 | \$ 3,728,739.96 | | | \$ 3,728,739.96 |
| Effective 1/1/25 - 12/31/25 | 5,840 | 70,080 | | | | | | | | | | \$46.61 | \$ 3,266,428.80 | \$ 3,266,428.80 |
| SUPERVISOR | 2,329 | 27,948 | \$ 5,670,649.20 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 1,089 | 5,445 | | \$ 41.69 | \$ 227,002.05 | | | | | | | | | \$ 227,002.05 |
| Effective 7/1/22 - 6/30/23 | 924 | 11,093 | | | | \$43.15 | \$ 478,662.52 | | | | | | | \$ 478,662.52 |
| Effective 7/1/23 - 12/31/23 | 924 | 5,546 | | | | | | \$44.66 | \$ 247,706.47 | | | | | \$ 247,706.47 |
| Effective 1/1/24 - 12/31/24 | 991 | 11,892 | | | | | | | | \$46.89 | \$ 557,615.88 | | | \$ 557,615.88 |
| Effective 1/1/25 - 12/31/25 | 1,191 | 14,292 | | | | | | | | | | \$48.34 | \$ 690,852.08 | \$ 690,852.08 |
| POST COMMANDER | 174 | 2,086 | \$ 401,575.86 | N/A | | N/A | | N/A | | N/A | | N/A | | |
| Projected Totals | 77,790 | 801,911 | \$ 57,694,580.46 | | \$ 1,966,854.05 | | \$ 5,148,446.80 | | \$ 2,664,063.29 | | \$ 5,849,739.00 | | \$ 5,943,098.48 | \$ 21,572,201.62 |

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

| CENTRAL ZONE - SPA FIVE - WEST | | | | | | | | | | | | | | |
|--------------------------------|----------------|---------|--------------------------------|---|--------------------|---------------------------------------|--------------------|---|--------------------|--|--------------------|--|--------------------|------------------|
| GUARD ITEM | HOURS REQUIRED | | CENTRAL ZONE (2/1/16 -1/31/22) | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | CENTRAL ZONE |
| | MONTHLY | ANNUAL | CONTRACT TOTAL | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 2,207 | 26,484 | \$ 4,988,526.24 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 1,360 | 6,800 | | \$ 38.11 | \$ 259,148.00 | | | | | | | | | \$ 259,148.00 |
| Effective 7/1/22 - 6/30/23 | 1,833 | 21,993 | | | | \$ 39.44 | \$ 867,390.90 | | | | | | | \$ 867,390.90 |
| Effective 7/1/23 - 12/31/23 | 1,833 | 10,996 | | | | | | \$ 40.82 | \$ 448,870.39 | | | | | \$ 448,870.39 |
| Effective 1/1/24 - 12/31/24 | 1,258 | 15,096 | | | | | | | | \$ 42.87 | \$ 647,165.52 | | | \$ 647,165.52 |
| Effective 1/1/25 - 12/31/25 | 1,232 | 14,784 | | | | | | | | | | \$ 44.20 | \$ 653,452.80 | \$ 653,452.80 |
| ARMED | 5,888 | 70,656 | \$ 14,073,262.08 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 3,664 | 18,320 | | \$ 40.19 | \$ 736,280.80 | | | | | | | | | \$ 736,280.80 |
| Effective 7/1/22 - 6/30/23 | 4,863 | 58,358 | | | | \$ 41.60 | \$ 2,427,682.82 | | | | | | | \$ 2,427,682.82 |
| Effective 7/1/23 - 12/31/23 | 4,863 | 29,179 | | | | | | \$ 43.05 | \$ 1,256,150.78 | | | | | \$ 1,256,150.78 |
| Effective 1/1/24 - 12/31/24 | 2,929 | 35,148 | | | | | | | | \$ 45.21 | \$ 1,589,041.08 | | | \$ 1,589,041.08 |
| Effective 1/1/25 - 12/31/25 | 2,640 | 31,680 | | | | | | | | | | \$ 46.61 | \$ 1,476,604.80 | \$ 1,476,604.80 |
| SUPERVISOR | 869 | 10,428 | \$ 2,158,178.88 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 597 | 2,985 | | \$ 41.69 | \$ 124,444.65 | | | | | | | | | \$ 124,444.65 |
| Effective 7/1/22 - 6/30/23 | 599 | 7,185 | | | | \$ 43.15 | \$ 310,032.75 | | | | | | | \$ 310,032.75 |
| Effective 7/1/23 - 12/31/23 | 599 | 3,593 | | | | | | \$ 44.66 | \$ 160,441.05 | | | | | \$ 160,441.05 |
| Effective 1/1/24 - 12/31/24 | 691 | 8,292 | | | | | | | | \$ 46.89 | \$ 388,811.88 | | | \$ 388,811.88 |
| Effective 1/1/25 - 12/31/25 | 729 | 8,751 | | | | | | | | | | \$ 48.34 | \$ 423,023.34 | \$ 423,023.34 |
| Projected Total | 38,653 | 380,727 | \$ 21,219,967.20 | | \$ 1,119,873.45 | | \$ 3,605,106.47 | | \$ 1,865,462.23 | | \$ 2,625,018.48 | | \$ 2,553,080.94 | \$ 11,768,541.57 |

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

| CENTRAL ZONE - SPA THREE AND FIVE | | | | | | | | | | | | | | |
|--|----------------|---------|--------------------------------|---|--------------------|---------------------------------------|--------------------|---|--------------------|--|--------------------|--|--------------------|-------------------------|
| GUARD ITEM | HOURS REQUIRED | | CENTRAL ZONE (2/1/16 -1/31/22) | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | CENTRAL ZONE |
| | MONTHLY | ANNUAL | CONTRACT TOTAL | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 4,955 | 59,460 | \$ 11,199,885.60 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 2,780 | 13,900 | | \$ 38.11 | \$ 529,729.00 | | | | | | | | | \$ 529,729.00 |
| Effective 7/1/22 - 6/30/23 | 3,564 | 42,766 | | | | \$ 39.44 | \$ 1,686,697.74 | | | | | | | \$ 1,686,697.74 |
| Effective 7/1/23 - 12/31/23 | 3,564 | 21,383 | | | | | | \$ 40.82 | \$ 872,857.53 | | | | | \$ 872,857.53 |
| Effective 1/1/24 - 12/31/24 | 4,041 | 48,492 | | | | | | | | \$ 42.87 | \$ 2,078,852.04 | | | \$ 2,078,852.04 |
| Effective 1/1/25 - 12/31/25 | 3,928 | 47,136 | | | | | | | | | | \$ 44.20 | \$ 2,083,411.20 | \$ 2,083,411.20 |
| ARMED | 14,389 | 172,668 | \$ 34,392,012.24 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 7,984 | 39,920 | | \$ 40.19 | \$ 1,604,384.80 | | | | | | | | | \$ 1,604,384.80 |
| Effective 7/1/22 - 6/30/23 | 9,347 | 112,169 | | | | \$ 41.60 | \$ 4,666,220.42 | | | | | | | \$ 4,666,220.42 |
| Effective 7/1/23 - 12/31/23 | 9,347 | 56,084 | | | | | | \$ 43.05 | \$ 2,414,432.56 | | | | | \$ 2,414,432.56 |
| Effective 1/1/24 - 12/31/24 | 8,825 | 105,900 | | | | | | | | \$ 45.21 | \$ 4,787,739.00 | | | \$ 4,787,739.00 |
| Effective 1/1/25 - 12/31/25 | 6,553 | 78,636 | | | | | | | | | | \$ 46.61 | \$ 3,665,223.96 | \$ 3,665,223.96 |
| SUPERVISOR | 2,029 | 24,348 | \$ 5,039,062.08 | | | | | | | | | | | |
| Effective 2/1/22 - 6/30/22 | 1,416 | 7,080 | | \$ 41.69 | \$ 295,165.20 | | | | | | | | | \$ 295,165.20 |
| Effective 7/1/22 - 6/30/23 | 1,322 | 15,860 | | | | \$ 43.15 | \$ 684,359.00 | | | | | | | \$ 684,359.00 |
| Effective 7/1/23 - 12/31/23 | 1,322 | 7,930 | | | | | | \$ 44.66 | \$ 354,153.80 | | | | | \$ 354,153.80 |
| Effective 1/1/24 - 12/31/24 | 3,960 | 47,520 | | | | | | | | \$ 46.89 | \$ 2,228,212.80 | | | \$ 2,228,212.80 |
| Effective 1/1/25 - 12/31/25 | 4,440 | 53,281 | | | | | | | | | | \$ 48.34 | \$ 2,575,601.61 | \$ 2,575,601.61 |
| Projected Totals | 93,766 | 954,533 | \$ 50,630,959.92 | | \$ 2,429,279.00 | | \$ 7,037,277.16 | | \$ 3,641,443.89 | | \$ 9,094,803.84 | | \$ 8,324,236.77 | |
| Projected Totals with 10% | | | | | \$ 2,672,206.90 | | \$ 7,741,004.88 | | \$ 4,005,588.28 | | \$ 10,004,284.22 | | \$ 9,156,660.44 | |
| Actual Expenditure Totals | | | \$ 50,880,566.87 | | \$ 3,217,836.06 | | \$ 8,724,820.62 | | \$ 4,769,413.07 | | \$ 10,004,284.22 | | \$ 10,785,811.42 | \$ 88,382,732.26 |
| Total Contract Cost (2/1/16 - 12/31/25) | | | | | | | | | | | | | | \$ 88,382,732.26 |

| CENTRAL ZONE - SPAS THREE AND FIVE | | | | | | | | | | | | | | |
|------------------------------------|----------------|--------|--|---|--------------------|---------------------------------------|--------------------|---|--------------------|--|--------------------|--|--------------------|--|
| GUARD ITEM | HOURS REQUIRED | | | FIVE-MONTH EXTENSION (2/1/22 - 6/30/22) | | ONE YEAR EXTENSION (7/1/22 - 6/30/23) | | SIX-MONTH EXTENSION (7/1/23 - 12/31/23) | | ONE YEAR EXTENSION (1/1/24 - 12/31/24) | | ONE YEAR EXTENSION (1/1/25 - 12/31/25) | | |
| | MONTHLY | ANNUAL | | RATE | 5 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | 6 MONTH EXT.OPTION | RATE | ONE YEAR EXTENSION | RATE | ONE YEAR EXTENSION | |
| UNARMED | 319 | 3,828 | | \$ 57.17 | | \$ 59.16 | | \$ 61.23 | | \$ 64.31 | | \$ 66.30 | \$ 253,796.40 | |
| ARMED | 1,484 | 17,805 | | \$ 60.29 | | \$ 62.40 | | \$ 64.58 | | \$ 67.82 | | \$ 69.92 | \$ 1,244,836.58 | |
| SUPERVISOR | 150 | 1,800 | | \$ 62.54 | | \$ 64.73 | | \$ 66.99 | | \$ 70.34 | | \$ 72.51 | \$ 130,518.00 | |
| POST COMMANDER | N/A | N/A | | N/A | | N/A | | N/A | | N/A | | N/A | | |

Amended and Restated under Amendment Number Twelve

Living Wage Rate Annual Adjustments

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

| Effective Date | Hourly Rate |
|-----------------|-------------|
| March 1, 2016 | \$13.25 |
| January 1, 2017 | \$14.25 |
| January 1, 2018 | \$15.00 |
| January 1, 2019 | \$15.79 |
| January 1, 2020 | \$16.31 |
| January 1, 2021 | \$16.62 |
| January 1, 2022 | \$17.14 |
| January 1, 2023 | \$18.49 |
| January 1, 2024 | \$18.86 |
| January 1, 2025 | \$19.44 |

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

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

Amended and Restated under Amendment Number Twelve

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BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | |
|---|--|--|
| CLUSTER AGENDA REVIEW DATE | 12/04/2024 | |
| BOARD MEETING DATE | 12/17/2024 | |
| 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 | |
| SUBJECT | Sole Source Amendment to extend Agreement Number 42201 with DataWorks Plus, LLC. | |
| PROGRAM | Digital Mugshot System Maintenance and Support Services | |
| 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: Maintenance and support services are need for the existing system while the Department completes the solicitation for a replacement system. | |
| SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter. | |
| DEADLINES/ TIME CONSTRAINTS | The current Contract expires on February 7, 2025. | |
| COST & FUNDING | Total cost: \$941,655.58 | Funding source: Automated Fingerprint Identification System (AFIS) Fund |
| | TERMS (if applicable): Two years | |
| | Explanation: This is a zero net-County-cost amendment. | |
| PURPOSE OF REQUEST | Extension of the current Agreement for Digital Mugshot System Maintenance and Support Services for an additional two-year period, from February 8, 2025, through and including February 7, 2027 | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | As a critical component of the LACRIS network, the system provides law enforcement agency access to a computerized investigative tool that matches subject photos against existing criminal booking photos utilizing highly sophisticated proprietary functions customized for the County's needs. | |
| 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, AMaderal@lasd.org • Lt. Derek Sabatini, Project Director (562) 345-4319, DSSabatini@lasd.org | |

December 17, 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 SOLE SOURCE AMENDMENT NUMBER FIVE
TO EXTEND AGREEMENT NUMBER 42201 WITH DATAWORKS PLUS, LLC
FOR CONTINUED MAINTENANCE AND SUPPORT SERVICES
FOR THE DIGITAL MUGSHOT SYSTEM
(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 of Sole Source Amendment Number Five (Amendment) to extend Agreement Number 42201 (Agreement) with DataWorks Plus, LLC (DataWorks) for continued maintenance and support services (Services) of the Department's Digital Mugshot System (DMS).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with DataWorks to, among other things, (1) extend the Term of the Agreement for two years, from February 8, 2025, through and including February 7, 2027, and (2) increase the Maximum Contract Sum by \$941,655.58 for a Maximum Contract Sum not to exceed \$6,624,618.10.

2. Delegate authority to the Sheriff, or his authorized designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days written notice following the successful implementation of the successor system.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DMS is a critical part of the Los Angeles County Regional Identification System (LACRIS) network. The DMS captures, stores, archives, and retrieves personal identification images and data within the network with highly sophisticated proprietary functions designed specifically for the County.

The DMS is proprietary to DataWorks. DataWorks does not license, certify, nor otherwise endorse any third party to maintain its proprietary technology.

Approval of the proposed Amendment will ensure the continued operation of the DMS while the Department completes the solicitation process for a successor contract as well as allow the awarded contractor to successfully implement the replacement system. The Department anticipates the new system reaching Final Acceptance in mid-2026.

On July 11, 2024, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations to extend the Agreement. The Agreement expires on February 7, 2025.

Implementation of Strategic Plan Goals

The Services provided under this Agreement support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy i. Prevention, Protection, and Security: Support and invest in innovative practices, crime prevention resources, and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

The cost for the proposed Amendment is \$941,655.58 and increases the Maximum Contract Sum to \$6,624,618.10.

The Agreement is funded in whole by the Automated Fingerprint Identification System fund at zero-net-cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 8, 2015, the Board authorized the Sheriff to enter into Sole Source Agreement 42201 with DataWorks to provide continuing proprietary maintenance and support services to the County's DMS.

A Request for Proposals was released on February 16, 2024, to procure a replacement digital mugshot system. The Department is currently in the evaluation phase of the solicitation and anticipates selecting a contractor in early 2025.

DataWorks is in compliance with all Board and Chief Executive Office requirements.

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 the recommended actions do not include any new IT items that would necessitate a formal written CIO Analysis.

The Amendment has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services for, and uninterrupted operation of, the Department's DMS.

CONCLUSION

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

Sincerely,

Reviewed by:

ROBERT G. LUNA
SHERIFF

PETER LOO
CHIEF INFORMATION OFFICER

RGL:VFV:vfv
(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
 - Timothy J. Krawl, Chief Legal Advisor, Legal Advisory Unit
 - Cammy C. Dupont, Principal Deputy County Counsel, Legal Advisory Unit
 - Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
 - April L. Tardy, Undersheriff
 - Jill Torres, Assistant Sheriff, CFAO
 - Jason A. Skeen, Chief of Staff, Office of the Sheriff
 - Conrad Meredith, Division Director, Administrative Services Division (ASD)
 - Richard F. Martinez, Assistant Division Director, ASD
 - David E. Culver, Director, Financial Programs Bureau
 - Derek Sabatini, Lieutenant, Data Systems Bureau (DSB), LACRIS
 - Alex Madera, Administrative Services Manager (ASM) III, Fiscal Administration Bureau (FAB), Contracts Unit (CU)
 - Erica M. Nunes, Sergeant, ASD
 - Kristine D. Corrales, Deputy, ASD
 - Christian Hai, Information Technology Specialist I, DSB, LACRIS
 - Veronica Urenda, ASM II, FAB, CU
 - Virginia Flores-Villalobos, ASM I, FAB, CU
- (Contracts – Sole Source Amendment with DataWorks for Digital Mugshot System 12-17-24)

**AMENDMENT NUMBER FIVE TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number Five (Amendment) to Agreement Number 42201 (Agreement) is entered into by and between County of Los Angeles (County) and Dataworks Plus, LLC (Contractor), effective upon earliest execution by either party hereto.

- A. WHEREAS, on January 27, 2015, County and Dataworks Plus, LLC (Dataworks) entered into the Agreement for Digital Mugshot System Maintenance and Support Services for the Term of February 8, 2015 through February 7, 2019; and
- B. WHEREAS, on January 29, 2019, County and Contractor entered into Amendment Number One to (1) extend the Term of the Agreement for an additional two-year period from February 8, 2019, through February 7, 2021, plus two one-year Option Terms, (2) increase the Maximum Contract Sum of the Agreement, (3) update Exhibit C (Price Sheet and Equipment List) of the Agreement, (4) revise County-mandated provisions regarding the GAIN/GROW Program, Assignment by Contractor, Quality Assurance Plan, Safely Surrendered Baby Law, and Local Small Business Enterprise (SBE) Preference Program, (5) add the County-mandated provisions regarding Technology Errors & Omissions Insurance, Privacy/Network Security (Cyber) Liability, Default Method of Payment: Direct Deposit or Electronic Funds Transfers, County's Zero Tolerance Policy on Human Trafficking, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity, and (6) add Exhibit T, Compliance with Fair Chance Employment Hiring Practices Certification, to the Agreement; and
- C. WHEREAS, on January 26, 2021, County and Contractor entered into Amendment Number Two to (1) extend the Term of the Agreement for the second one-year Option Term from February 8, 2021, through and including February 7, 2022, (2) update the County-mandated provision regarding Insurance Coverage, and (3) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s).
- D. WHEREAS, on February 15, 2022, County and Contractor entered into Amendment Number Three to (1) extend the Term of the Agreement for the first one-year Option Term from February 8, 2022, through and including February 7, 2023, (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signatures and Representations, and Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List, and (3) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel.
- E. WHERAS, on January 24, 2023, County and Contractor entered into Amendment Number Four to (1) extend the Term of the Agreement for an additional two-year period from February 8, 2023 through February 7, 2025, (2) increase the

**AMENDMENT NUMBER FIVE TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

Maximum Contract Sum by \$1,046,255.58 from \$4,636,706.94 to \$5,682,962.52, (3) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees regarding the Safely Surrendered Baby Law, and Compliance with Fair Chance Employment Hiring Practices, and (4) update Exhibit C (Price Sheet and Equipment List) of the Agreement.

- F. WHEREAS, the Agreement will expire on February 7, 2025; and
- G. WHEREAS, County and Contractor agreed to (1) extend the term of the Agreement from February 8, 2025, through February 7, 2027, (2) increase the Maximum Contract sum by \$941,655.58 from \$5,682,962.52 to \$6,624,618.10, (3) update the County-mandated provisions regarding Termination for Improper Consideration, Consideration of Hiring GAIN/START Participants, Background and Security Investigations, and Public Records Act, (4) add the County-mandated provisions regarding Compliance with County's Women in Technology Hiring Initiative and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding, (5) update Exhibit C (Price Sheet and Equipment List) of the Agreement, and (6) add Exhibit T (Contribution and Agent Declaration Form) to the Agreement.

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

1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through February 7, 2027.

7. TERM

- 7.1 The Term of this Agreement will commence February 8, 2015, and will terminate on February 7, 2027, unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an extension option.
- 7.3 Contractor must notify the Department when this Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

**AMENDMENT NUMBER FIVE TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

2. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$941,655.58 from \$5,682,962.52 to \$6,624,618.10 for the additional two-year period:

8.2 Maximum Contract Sum

The Maximum Contract Sum under this Agreement will be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, including an allocation of \$460,000 in contingency funds, to cover System-related professional services requested by County and other exclusions identified in Section 21.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement. The Maximum Contract Sum for this Agreement, including such contingency funds and applicable taxes authorized by County hereunder, may not in any event, expressly or by implication, exceed \$6,624,618.10, and must be allocated as set forth in Exhibit C (Price Sheet and Equipment List) of this Agreement. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of this Agreement.

3. Section 7.0 (Termination for Improper Consideration) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, Amendment, or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor must immediately report any attempt by a County 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/>.

**AMENDMENT NUMBER FIVE TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

- 7.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
4. Section 26.0 (Consideration of Hiring GAIN/GROW Participants) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

26.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

- 26.1 Should Contractor require additional or replacement personnel after the effective date of the Agreement, Contractor must 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 Contractor must interview qualified candidates. The County will refer GAIN/START participants by job category to 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.
- 26.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.
5. Section 33.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor's staff performing services under the Agreement, who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background

**AMENDMENT NUMBER FIVE TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

investigation will be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be removed immediately from performing services under the Agreement. Contractor must comply with the County's request at any time during the term of the Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

33.2 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

33.3 These terms will also apply to subcontractors of County Contractors.

33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

6. Section 51.0 (Public Records Act) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

51.0 PUBLIC RECORDS ACT

51.1 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 Section 41.0 (Records and Audits) of the Agreement; as well as those documents which were required to be submitted in response to the Sole Source process used for the Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 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

**AMENDMENT NUMBER FIVE TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

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.

51.2 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.

7. Section 70.0 (Compliance with County’s Women in Technology Hiring Initiative) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

70.0 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 such programs available to: ITProgram@isd.lacounty.gov.

8. Section 71.0 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

71.0 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 the Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Section, may be a material breach of the Agreement as determined in the sole discretion of the County.

**AMENDMENT NUMBER FIVE TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

9. Exhibit C (Price Sheet and Equipment List) to the Agreement is deleted in its entirety and replaced with revised Exhibit C (Price Sheet and Equipment List, amended and restated under Amendment #5) to add the additional two-year period.
10. Exhibit T (Contribution and Agent Declaration Form) is added to the Agreement.
11. Except as expressly provided in this Amendment, all other terms, and conditions of the Agreement will remain the same and in full force and effect.
12. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER FIVE TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Five 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, and Contractor has caused this Amendment Number Five to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

DATAWORKS PLUS, LLC

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____
CAMMY C. DuPONT
Principal Deputy County Counsel

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
(Amended and Restated Under Amendment #5)

| Original Agreement | | | | | |
|--------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|--------------------------|
| Maintenance and Support Cost | | Year 2 | Year 3 | Year 4 | Total 4 Year Cost |
| | Feb 8, 2015 - Feb 7, 2016 | Feb 8, 2016 - Feb 7, 2017 | Feb 8, 2017 - Feb 7, 2018 | Feb 8, 2018 - Feb 7, 2019 | |
| Current Equip Configuration | \$ 251,492.15 | \$ 252,070.57 | \$ 252,070.57 | \$ 252,070.57 | \$ 1,007,703.86 |
| Upgrade Equip/SW Milestone 1 | \$ - | \$ 122,100.00 | \$ 133,200.00 | \$ 133,200.00 | \$ 388,500.00 |
| Upgrade Equip/SW Milestone 2 | \$ - | \$ 66,600.00 | \$ 88,800.00 | \$ 88,800.00 | \$ 244,200.00 |
| Total Yearly Cost | \$ 251,492.15 | \$ 440,770.57 | \$ 474,070.57 | \$ 474,070.57 | \$ 1,640,403.86 |
| Contingency Fund | | | | | \$ 460,000.00 |
| Original Maximum Contract Sum | | | | | \$ 2,100,403.86 |

| Amendment #1 | | | | | |
|--|---------------------------|---------------------------|---------------------------|---------------------------|--------------------------|
| Maintenance and Support Cost | Year 1 | Year 2 | Year 3 | Year 4 | Total 4 Year Cost |
| | Feb 8, 2019 - Feb 7, 2020 | Feb 8, 2020 - Feb 7, 2021 | Feb 8, 2021 - Feb 7, 2022 | Feb 8, 2022 - Feb 7, 2023 | |
| Current Equip Configuration | \$ 429,967.57 | \$ 445,927.57 | \$ 445,927.57 | \$ 445,927.57 | \$ 1,767,750.28 |
| Upgrade Cognitec Engine | \$ 195,000.00 | \$ 11,500.00 | \$ 11,500.00 | \$ 11,500.00 | \$ 229,500.00 |
| Upgrade Rank One Engine | \$ 330,000.00 | \$ 46,000.00 | \$ 46,000.00 | \$ 46,000.00 | \$ 468,000.00 |
| Upgrade Equip | \$ - | \$ 71,052.80 | \$ - | \$ - | \$ 71,052.80 |
| Total Yearly Cost | \$ 954,967.57 | \$ 574,480.37 | \$ 503,427.57 | \$ 503,427.57 | \$ 2,536,303.08 |
| Original Maximum Contract Sum | | | | | \$ 2,100,403.86 |
| Amendment #1 Maximum Contract Sum | | | | | \$ 4,636,706.94 |

| Amendment #4 | | | |
|---|-----------------------------------|-----------------------------------|--------------------------|
| Maintenance and Support Cost | Year 1 (2/8/23-2/7/24) | Year 2 (2/8/24-2/7/25) | Total 2 Year Cost |
| Price Per Year: | \$ 523,127.79 | \$ 523,127.79 | \$ 1,046,255.58 |
| Amendment #1 Maximum Contract Sum: | | | \$ 4,636,706.94 |
| Amendment #4 Maximum Contract Sum: | | | \$ 5,682,962.52 |

| Amendment #5 | | | |
|---|-----------------------------------|-----------------------------------|--------------------------|
| Maintenance and Support Cost | Year 1 (2/8/25-2/7/26) | Year 2 (2/8/26-2/7/27) | Total 2 Year Cost |
| Price Per Year: | \$ 470,827.79 | \$ 470,827.79 | \$ 941,655.58 |
| Amendment #1 Maximum Contract Sum: | | | \$ 4,636,706.94 |
| Amendment #4 Maximum Contract Sum: | | | \$ 5,682,962.52 |
| Amendment #5 Maximum Contract Sum: | | | \$ 6,624,618.10 |

Time-and-Material Rate:

| | |
|--|--|
| 8 a.m. - 5 p.m. (Monday - Friday local time) | \$180 per hour, 2 hours minimum charge |
| After 5 p.m., Saturday, Sunday, and Holidays | \$260 per hour, 2 hours minimum charge |

Contractor must replace failed equipment pursuant to Paragraph 22.5 of Section 22.0 (Assumptions) of the Statement of Work, with similar or better quality equipment, at no cost to the County, within a mutually agreed upon time frame, throughout the Term of the Agreement.
 Contractor must perform teardown, move, and reconfiguration (TMR) services at no cost to the County. Refer to Paragraph 4.2 of Exhibit B (Statement of Work) of the Agreement.
 Equipment/software Acceptance Date: 5/6/2014

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FIVE as of XX/XX/24

Page 2 of 4

EQUIPMENT LIST

Hardware purchased from DataWorks Plus (DWP) Job Number 15-00145:

- One Dell N4032F Networking Switch
 - Service Tag: F17Q0Z1
- Three Dell PE R730xd 2.3GHs Servers
 - Service Tags: 95CCB42, 9QTHB42 9MZHB42
- One Dell PowerVault MD3600i
 - Service Tag: 2SRQB42
- One Dell N4064 Networking Switching
 - Service Tag: 9W0Q0Z1
- One Dell KMM Console
 - Serial Number: 0040335246
- Four Dell PowerEdge R630 2.3GHz Servers
 - Service Tags: B2YKB42, B2YNB42, B2YMB42, B2YLB42
- One Dell KVM Switch
 - Serial Number: 0510209228

Hardware purchased from DWP Job Number 18-01329:

- Four Dell PowerEdge R640 Servers
 - Service Tags: J13XH63, J13ZH63, J13YH63, J140J63

Digital PhotoManager™/NIST Manager Plus™ Application Server Software:

- Digital PhotoManager™ Server Edition for Active/Active Cluster
- Digital PhotoManager™ Index Server
- NIST Manager Plus™ Server Edition for Active/Active Cluster
- WebWorks Server™ Edition for 6 servers (Built in Failover/load balancing)
- WebWorks Plus™ for 250 Concurrent User
- WebWorks Express™ for Unlimited Concurrent Users
- NISTWorks™ for 10 Concurrent Users

Backup Server Processing Software:

- Digital PhotoManager™/NIST Manager Plus™ Standby SQL Server Application Software
- Microsoft Windows Enterprise Server 2012
- Microsoft SQL Server 2012 Standard Edition

Facial Recognition Server:

- Microsoft Windows Enterprise Server 2012
- Face Plus Server Edition using the Cognitec engine
- Mobile Face Recognition
- Face Recognition Watchlist

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FIVE as of XX/XX/24

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Tattoo Recognition Server:

- Tattoo Matching Server Edition

Composite Drawing Server with Dual Processor:

- Microsoft Windows Enterprise Server 2012
- Faces 4.0 Composite drawing software for 25 Concurrent connections
- Microsoft Terminal server 25 connections

Interfaces:

- Cal-Photo
- LAFIS
- Web service for image enabling LA RMS applications
- California DOJ Justice Identity Manager

DWP Job Number 14-00927:

Facial Recognition Upgrade

- Engine Upgrades:
 - Add 1,000,000 image templates of B7 (Cognitec Engine)
 - Upgrade 7,000,000 total image templates to B7 (Cognitec Engine)
- Case Management:
 - Add Case Management with Pose Correction
- Mobile Facial Recognition:
 - Web-Based Client for iOS, Android (current versions) & Windows 8 tablet
 - Facial Recognition Mobile Application for 250 devices
- Reporting/Transaction
 - DataWorks Plus Local Reporting/Transaction Controller Server:
 - Dell PowerEdge R620
 - Intel® Xeon® E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem 1333MHz
 - 16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width
 - (2) 500GB 7.2K RPM SATA 2.5-in HotPlug Hard Drive
 - SW RAID 1 for S110
 - Single, Hot-plug Power Supply, NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet
 - Broadcom 5720 QP 1Gb Network Daughter Card
 - Windows Server®2012 Standard
 - No Monitor
 - DataWorks Plus RAPID-ID Transaction Controller Software & Reports:
 - DataWorks Plus RAPID-ID Reporting Module
 - DataWorks Plus Transaction Controller Module
 - FBI/RISC Portal Service

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FIVE as of XX/XX/24

Page 4 of 4

- LOCAL AFIS Interface Protocol
- RAPID-ID Software for current LACRIS Bluecheck Deployment (4,000 Units):
DataWorks Plus' RAPID-ID Software includes the device server access,
license, and user documentation.

EXHIBIT T

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:
DataWorks Plus, LLC

a) If applicable, identify all subcontractors that have been or will be named in your contractors:

NONE

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

NONE

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

No Contributions have been made.

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

NONE

b) Subsidiaries:

CONTRIBUTION AND AGENT DECLARATION FORM

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

N/A

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of this contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

CONTRIBUTION AND AGENT DECLARATION FORM

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

| Date (contribution solicited, or directed) | Recipient Name (elected official) | Amount |
|---|--|---------------|
| NONE | | |
| | | |
| | | |

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

| Date (contribution made) | Name (of the contributor) | Recipient Name (elected official) | Amount |
|---------------------------------|----------------------------------|--|---------------|
| NONE | | | |
| | | | |
| | | | |

*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are NO additional pages attached to this Contribution Declaration Form.

COMPANY CONTRACTOR OR APPLICANTS

I, LISA COLE (Authorized Representative), on behalf of DataWorks Plus, LLC (Declarant Company), at which I am employed as Director of Business (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its contract or delays in the processing of the requested contract, license, permit, or other entitlement.

CONTRIBUTION AND AGENT DECLARATION FORM

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Lisa Cole

05/20/2024

Signature

Date

INDIVIDUAL CONTRACTOR OR APPLICANTS

I, Lisa Cole, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my contractor or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Lisa Cole

05/20/2024

Signature

Date

SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. What is being requested?

Continued maintenance and support services for the Department's use of a proprietary Digital Mugshot System.

2. Why is the product needed? – How will it be used?

The maintenance and support services are necessary for the continued use of the DataWorks Plus, LLC's Digital Mugshot System (the "System") while the Department completes the solicitation process for a successor contract.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

Both the services and System are proprietary to DataWorks Plus, LLC.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

A Request for Proposals (RFP) was released on February 16, 2024. The Department is currently in the evaluation phase of the solicitation and anticipates selecting a contractor in early 2025.

- 5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

Not applicable.

- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**

The Services are proprietary.

- 7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

Not applicable.

- 8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

Not applicable.

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

| 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. |
| | ➤ 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. |

Chief Executive Office

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | |
|--|--|--|
| CLUSTER AGENDA REVIEW DATE | 12/4/2024 | |
| BOARD MEETING DATE | 12/17/2024 | |
| 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) | DISTRICT ATTORNEY | |
| SUBJECT | <p>AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO GRANT AWARD AGREEMENTS AND ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND HEALTHCARE INSURANCE FRAUD, WORKERS' COMPENSATION INSURANCE FRAUD PROGRAMS FOR FISCAL YEAR 2024-25, AND ORGANIZED AUTMOBILE FRAUD ACTIVITY INTERDICTION PROGRAM FOR FISCAL YEAR 2024-25, THROUGH FISCAL YEAR 2026-27, AND APPROVE THE APPROPRIATION ADJUSTMENTS.</p> | |
| PROGRAM | <p>Automobile Insurance Fraud (AIF) Program; Disability and Healthcare Insurance Fraud (DHIF) Program; Workers' Compensation Insurance Fraud (WCIF) Program; and Organized Automobile Fraud Activity Interdiction (URBAN) Program.</p> | |
| 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable | |
| DEADLINES/ TIME CONSTRAINTS | Board Resolutions are required to be submitted to the State of California Department of Insurance by January 2, 2025 . | |
| COST & FUNDING | Total cost: \$18,215,739 | Funding source: State of California Department of Insurance |
| | TERMS (if applicable): July 1, 2024, through June 30, 2025 (AIF, DHIF, WCIF) July 1, 2024, through June 30, 2027 (URBAN) | |
| | Explanation: | |
| PURPOSE OF REQUEST | <p>Authorize the LADA to accept grant funds and enter into an agreement with CDI for AIF, DHIF, and WCIF Programs in the total amount of \$12,739,128, for the period of July 1, 2024, through June 30, 2025; and for URBAN Program in the total amount of \$5,476,611, for the period of July 1, 2024, through June 30, 2027. There is no required County match for these grants.</p> <p>Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Resolutions required to enter into GAA with CDI for AIF, DHIF, WCIF, and URBAN Programs.</p> | |

| | |
|--|---|
| | <p>Approve the attached appropriation adjustment in order to align the LADA's budget with the grant awards.</p> <p>Delegate authority to the District Attorney (DA), or designee, to execute the GAA and serve as Project Director for the programs. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to CDI grant agreements that have no net County cost impact to the County of Los Angeles.</p> <p>Delegate authority to the DA, or designee, to award and execute investigative consultant agreements, approved as to form by County Counsel, and award CDI Grant funding to support the investigation and prosecution in AIF, DHIF, WCIF, and URBAN, as approved by the CDI, up to a total of \$90,000 across all four CDI grant programs, provided that LADA procures these services through a competitive bid process and notifies your Board and the Chief Executive Office, in writing, within thirty (30) days of the execution of the agreement. This delegated authority shall expire on June 30, 2025.</p> |
| <p>BACKGROUND (include internal/external issues that may exist including any related motions)</p> | <p>Pursuant to Insurance Code Sections 1872.8(b)(1)(D) (AIF), 1872.85 (c)(2) (DHIF), and 1872.83(d) (WCIF), and 1874.8 (URBAN) CDI is authorized to award and distribute certain funds to District Attorneys submitting plans approved by the Fraud Division for the increased investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, workers' compensation fraud, and organized automobile fraud activity interdiction cases, respectively. LADA has been awarded funding for the AIF for thirty-one (31) years, DHIF for nineteen (19) years, WCIF for thirty-two (32) years, and URBAN for twenty (20) years.</p> |
| <p>EQUITY INDEX OR LENS WAS UTILIZED</p> | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p> |
| <p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p> | <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:</p> <p>Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.</p> |
| <p>DEPARTMENTAL CONTACTS</p> | <p>Name, Title, Phone # & Email: Talin Keledjian, Grants and Contracts Analyst (213) 257-2804, or TKeledjian@da.lacounty.gov</p> |



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

December 17, 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:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO ENTER INTO GRANT AWARD AGREEMENTS AND ACCEPT GRANT FUNDS
FROM THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE
FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND HEALTHCARE
INSURANCE FRAUD, WORKERS' COMPENSATION INSURANCE FRAUD
PROGRAMS FOR FISCAL YEAR 2024-25, AND
ORGANIZED AUTOMOBILE FRAUD ACTIVITY INTERDICTION
PROGRAM FOR FISCAL YEAR 2024-25, THROUGH FISCAL YEAR 2026-27, AND
APPROVE THE APPROPRIATION ADJUSTMENTS
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Automobile Insurance Fraud (AIF), Disability and Healthcare Insurance Fraud (DHIF), Workers' Compensation Insurance Fraud (WCIF), and Organized Automobile Fraud Activity Interdiction (URBAN) Programs support enhanced investigation and prosecution of automobile insurance fraud activity, fraudulent disability and healthcare insurance claims, workers' compensation fraud, and organized automobile fraud activity interdiction cases, respectively. The Los Angeles County District Attorney's Office (LADA) is requesting the Board to sign the attached Resolutions required to enter into Grant Award Agreements (GAA) with the State of California Department of Insurance (CDI) for AIF, DHIF, and WCIF grant funds for Fiscal Year (FY) 2024-25, and URBAN grant fund for FY 2024-25, through FY 2026-27. CDI has awarded the LADA with \$3,816,574 for AIF, \$1,380,804 for DHIF, \$7,541,750 for WCIF Programs for FY 2024-25; and \$5,476,611 for URBAN Program for three (3) FYs (\$1,825,537 per FY) from FY 2024-25, through FY 2026-27, to support enhanced investigation and prosecution of fraud activity and financial abuse. The LADA requests authorization to accept grant funds from CDI in the total amount of \$18,215,739 with no required County match. In addition, approval of the appropriation adjustment is requested.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the LADA to accept grant funds and enter into an agreement with CDI for AIF, DHIF, and WCIF Programs in the total amount of \$12,739,128, for the period of July 1, 2024, through June 30, 2025; and for URBAN Program in the total amount of \$5,476,611, for the period of July 1, 2024, through June 30, 2027. There is no required County match for these grants.
2. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Resolutions required to enter into GAA with CDI for AIF, DHIF, WCIF, and URBAN Programs.
3. Approve the attached appropriation adjustment in order to align the LADA's budget with the grant awards.
4. Delegate authority to the District Attorney (DA), or designee, to execute the GAA and serve as Project Director for the programs. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to CDI grant agreements that have no net County cost impact to the County of Los Angeles.
5. Delegate authority to the DA, or designee, to award and execute investigative consultant agreements, approved as to form by County Counsel, and award CDI Grant funding to support the investigation and prosecution in AIF, DHIF, WCIF, and URBAN, as approved by the CDI, up to a total of \$90,000 across all four CDI grant programs, provided that LADA procures these services through a competitive bid process and notifies your Board and the Chief Executive Office, in writing, within thirty (30) days of the execution of the agreement. This delegated authority shall expire on June 30, 2025.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LADA received the release of FY 2024-25 Request for Applications (RFAs) from CDI for the AIF on March 6, 2024, DHIF on February 28, 2024, WCIF on February 28, 2024, and URBAN on March 13, 2024. The objective of these programs is to promote coordination and active partnerships in anti-fraud efforts and to continue the LADA's commitment to assist and protect consumers of life insurance and annuity products by enhancing the prosecution of life and annuity financial abuse.

The attached Resolutions require Board adoption as part of the GAA. The attached Resolutions have been approved as to form by County Counsel and adoption of the Resolutions will satisfy County and State requirements.

Accordingly, the LADA submitted a grant application to CDI for AIF on June 24, 2024, DHIF on June 11, 2024, WCIF on April 24, 2024, and URBAN on July 1, 2024. CDI provided an award letter for AIF on September 6, 2024, DHIF on July 21, 2024, WCIF on July 10, 2024, and URBAN on September 6, 2024.

CDI will provide the LADA with the GAAs for funds awarded to the AIF, DHIF, WCIF, and URBAN Programs once the adopted Resolutions are received.

Board approval is required to accept grant funds from CDI for AIF, DHIF, and WCIF Programs for FY 2024-25, and URBAN Program for FY 2024-25 through FY 2026-27.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

The CDI administers the grant programs and the distribution of funds for enhanced investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, workers' compensation fraud, and organized automobile fraud activity interdiction cases.

The CDI awarded a total of \$12,739,128 in grant funding for the LADA – AIF, DHIF, and WCIF programs for FY 2024-25, and a total of \$5,476,611 in grant funding for LADA – URBAN program for FY 2024-25, through FY 2026-27. There is no required County match for the programs. In addition, with the Board's delegated authority, LADA shall allocate up to \$90,000 from the grant awards for the immediate support services of investigation and prosecution, as needed.

Approval of the attached appropriation adjustment in the net decrease of \$3,650,000 is requested as follows to align to the LADA's budget with the grant awards.

- AIF Program – Salaries and Employee Benefits appropriation of \$172,000 was overstated in the FY 2024-25 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$3,816,574 (rounded to \$3,817,000) and the \$3,989,000 that was included in the LADA’s FY 2024-25 Final Adopted Budget.
- DHIF Program – Salaries and Employee Benefits appropriation of \$63,000 was overstated in the FY 2024-25 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$1,380,804 (rounded to \$1,381,000) and the \$1,444,000 that was included in the LADA’s FY 2024-25 Final Adopted Budget.
- WCIF Program – Salaries and Employee Benefits appropriation of \$3,194,000 was overstated in the FY 2024-25 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$7,541,750 (rounded to \$7,542,000) and the \$10,736,000 that was included in the LADA’s FY 2024-25 Final Adopted Budget.
- URBAN Program - Salaries and Employee Benefits appropriation of \$221,000 was overstated in the FY 2024-25 Final Adopted Budget and will be reduced from the total Salaries and Employee Benefits appropriation. This amount represents the difference between the grant award of \$1,825,537 (rounded to \$1,826,000) and the \$2,047,000 that was included in the LADA’s FY 2024-25 Final Adopted Budget.

If funding for these programs were to be curtailed or terminated, an evaluation of this program would be conducted to determine whether the program would either be continued, with costs absorbed by the department, or discontinued with staff attrition or reallocation to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Insurance Code Sections 1872.8(b)(1)(D) (AIF), 1872.85 (c)(2) (DHIF), and 1872.83(d) (WCIF), and 1874.8 (URBAN) CDI is authorized to award and distribute certain funds to District Attorneys submitting plans approved by the Fraud Division for the increased investigation and prosecution of automobile insurance fraud cases, fraudulent disability and healthcare insurance fraud claims, workers’ compensation fraud, and organized automobile fraud activity interdiction cases, respectively. LADA has been awarded funding for the AIF for thirty-one (31) years, DHIF for nineteen (19) years, WCIF for thirty-two (32) years, and URBAN for twenty (20) years.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These programs do not propose attorney staff augmentation. Therefore, LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board Letter, and a copy of the executed Resolutions to Talin Keledjian, Los Angeles County District Attorney's Office, 211 West Temple Street, Suite 200, California, 90012-3205. Any questions may be directed to Ms. Keledjian at (213) 257-2804, or at TKeledjian@da.lacounty.gov.

Respectfully submitted,

George Gascón
District Attorney

tk

Enclosures

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

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More**

| | |
|-------------------|-----------------------------------|
| Department | DISTRICT ATTORNEY'S OFFICE |
|-------------------|-----------------------------------|

| | |
|--|---|
| Grant Project Title and Description | AUTOMOBILE INSURANCE FRAUD (AIF) PROGRAM |
|--|---|

The objective of this program is to enhance prosecutorial efforts and criminal investigations of major auto insurance fraud rings, syndicates, gangs, and organizations in Los Angeles County. These grant funds will allow the Los Angeles County District Attorney's Office to continue its collaborative efforts with the State of California, Department of Insurance (CDI) to identify, investigate and prosecute organized automobile insurance fraud rings (staged accidents, cappers, etc.). Perpetrators also include unscrupulous doctors, chiropractors, lawyers, and others who profit from fraudulent automobile insurance claims.

| Funding Agency | Program (Fed. Grant #/State Bill or Code #) | Grant Acceptance Deadline |
|---|--|------------------------------|
| CALIFORNIA DEPARTMENT OF INSURANCE | CA INSURANCE CODE §1872.8 | N/A |

| | | | |
|---|---------------------------------|---------------------|----------------------|
| Total Amount of Grant Funding | \$3,816,574 | County Match | \$0 |
| Grant Period | Begin Date: July 1, 2024 | End Date: | June 30, 2025 |
| Number of Personnel Hired Under This Grant | Full Time: 6 | Part Time: | 13 |

Obligations Imposed on the County When the Grant Expires

| | | | | |
|---|-----|--------------|----|--------------|
| Will all personnel hired for this program be informed this is a grant-funded program? | Yes | <u> X </u> | No | _____ |
| Will all personnel hired for this program be placed on temporary ("N") items? | Yes | <u> X </u> | No | _____ |
| Is the County obligated to continue this program after the grant expires? | Yes | _____ | No | <u> X </u> |
| If the County is not obligated to continue this program after the grant expires, the Department will: | | | | |
| a.) Absorb the program cost without reducing other services | Yes | _____ | No | <u> X </u> |
| b.) Identify other revenue sources (describe below) | Yes | _____ | No | <u> X </u> |
| _____ | | | | |
| _____ | | | | |
| c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. | Yes | <u> X </u> | No | _____ |

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature _____
GEORGE GASCÓN

Date 11/3/24

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More**

| | |
|-------------------|-----------------------------------|
| Department | DISTRICT ATTORNEY'S OFFICE |
|-------------------|-----------------------------------|

| | |
|--|---|
| Grant Project Title and Description | DISABILITY AND HEALTHCARE INSURANCE FRAUD (DHIF) PROGRAM |
|--|---|

The objective of this program is to enhance the criminal investigation and prosecution of fraudulent disability and healthcare insurance claims in Los Angeles County. These grant funds will allow the Los Angeles County District Attorney's Office to successfully implement this program and reduce disability and healthcare insurance fraud through collaborative efforts with the State of California, Department of Insurance (CDI) and local law enforcement agencies.

| Funding Agency | Program <small>(Fed. Grant #/State Bill or Code #)</small> | Grant Acceptance Deadline |
|------------------------------------|---|------------------------------|
| CALIFORNIA DEPARTMENT OF INSURANCE | CA INSURANCE CODE §1872.85 | N/A |

| | | | |
|---|---------------------------------|---------------------|----------------------|
| Total Amount of Grant Funding | \$1,380,804 | County Match | \$0 |
| Grant Period | Begin Date: July 1, 2024 | End Date: | June 30, 2025 |
| Number of Personnel Hired Under This Grant | Full Time: 2 | Part Time: | 10 |

Obligations Imposed on the County When the Grant Expires

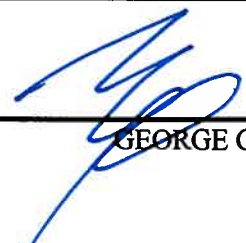
| | | | | |
|---|-----|----------|----|----------|
| Will all personnel hired for this program be informed this is a grant-funded program? | Yes | <u>X</u> | No | _____ |
| Will all personnel hired for this program be placed on temporary ("N") items? | Yes | <u>X</u> | No | _____ |
| Is the County obligated to continue this program after the grant expires? | Yes | _____ | No | <u>X</u> |
| If the County is not obligated to continue this program after the grant expires, the Department will: | | | | |
| a.) Absorb the program cost without reducing other services | Yes | _____ | No | <u>X</u> |
| b.) Identify other revenue sources (describe below) | Yes | _____ | No | <u>X</u> |
| _____ | | | | |
| _____ | | | | |
| c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. | Yes | <u>X</u> | No | _____ |

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature _____

 GEORGE GASCÓN

Date 11/13/24

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More**

| | |
|-------------------|-----------------------------------|
| Department | DISTRICT ATTORNEY'S OFFICE |
|-------------------|-----------------------------------|

| | |
|---|---|
| Grant Project Title and Description | WORKERS' COMPENSATION INSURANCE FRAUD (WCIF) PROGRAM |
| <p>The objective of this program is to enhance the identification, investigation, and prosecution of organized workers' compensation insurance fraud. These grant funds will allow the Los Angeles County District Attorney's Office to continue its collaborative efforts with the State of California, Department of Insurance (CDI) to investigate and prosecute those engaged in workers' compensation insurance fraud in Los Angeles County.</p> | |

| Funding Agency | Program <small>(Fed. Grant #/State Bill or Code #)</small> | Grant Acceptance Deadline |
|------------------------------------|---|------------------------------|
| CALIFORNIA DEPARTMENT OF INSURANCE | CA INSURANCE CODE §1872.83 | N/A |

| | | | |
|---|---------------------------------|---------------------|---------------|
| Total Amount of Grant Funding | \$7,541,750 | County Match | \$0 |
| Grant Period | Begin Date: July 1, 2024 | End Date: | June 30, 2025 |
| Number of Personnel Hired Under This Grant | Full Time: 20 | Part Time: | 11 |

Obligations Imposed on the County When the Grant Expires

| | | | | |
|---|-----|----------|----|----------|
| Will all personnel hired for this program be informed this is a grant-funded program? | Yes | <u>X</u> | No | _____ |
| Will all personnel hired for this program be placed on temporary ("N") items? | Yes | <u>X</u> | No | _____ |
| Is the County obligated to continue this program after the grant expires? | Yes | _____ | No | <u>X</u> |
| If the County is not obligated to continue this program after the grant expires, the Department will: | | | | |
| a.) Absorb the program cost without reducing other services | Yes | _____ | No | <u>X</u> |
| b.) Identify other revenue sources (describe below) | Yes | _____ | No | <u>X</u> |
| _____ | | | | |
| _____ | | | | |
| c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. | Yes | <u>X</u> | No | _____ |

| |
|--|
| Impact of additional personnel on existing space: |
| None |

| |
|--|
| Other requirements not mentioned above: |
| None |

Department Head Signature



 GEORGE GASCÓN

Date



**Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More**

| | |
|-------------------|-----------------------------------|
| Department | DISTRICT ATTORNEY'S OFFICE |
|-------------------|-----------------------------------|

| | |
|--|---|
| Grant Project Title and Description | ORGANIZED AUTOMOBILE INSURANCE FRAUD ACTIVITY INTERDICTION (URBAN) PROGRAM |
|--|---|

The State Organized Automobile Fraud Interdiction Activity "Urban" Program combats organized automobile insurance fraud and economic auto theft activity in California's urban areas. This program is designed to increase the investigation and prosecution of this widespread crime in Los Angeles County. The Los Angeles County District Attorney's Office, with the collaboration of the California Highway Patrol, Department of Insurance, and the Los Angeles Police Department has broken up numerous staging gangs that have caused millions of dollars in losses.

| Funding Agency | Program (Fed. Grant #/State Bill or Code #) | Grant Acceptance Deadline |
|---|--|------------------------------|
| CALIFORNIA DEPARTMENT OF INSURANCE | CA INSURANCE CODE §1872.8 | N/A |

| | | | |
|---|---------------------------------|--------------------------------|------------|
| Total Amount of Grant Funding | \$5,476,611 | County Match | \$0 |
| Grant Period | Begin Date: July 1, 2024 | End Date: June 30, 2027 | |
| Number of Personnel Hired Under This Grant | Full Time: 6 | Part Time: 10 | |

Obligations Imposed on the County When the Grant Expires

| | | | | |
|---|-----|----------|----|----------|
| Will all personnel hired for this program be informed this is a grant-funded program? | Yes | <u>X</u> | No | _____ |
| Will all personnel hired for this program be placed on temporary ("N") items? | Yes | <u>X</u> | No | _____ |
| Is the County obligated to continue this program after the grant expires? | Yes | _____ | No | <u>X</u> |
| If the County is not obligated to continue this program after the grant expires, the Department will: | | | | |
| a.) Absorb the program cost without reducing other services | Yes | _____ | No | <u>X</u> |
| b.) Identify other revenue sources (describe below) | Yes | _____ | No | <u>X</u> |
| _____ | | | | |
| c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. | Yes | <u>X</u> | No | _____ |

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature



 GEORGE GASCÓN

Date

11-13-24

1 recipient and the authorizing agency. The State of California and the California Department of
2 Insurance disclaim responsibility for any such liability.

3 **BE IT FURTHER RESOLVED** that the County of Los Angeles hereby authorizes the
4 District Attorney or his designee to serve as Project Director and to perform all further tasks
5 necessary for the completion of the project, including any extensions, execution and submission
6 of amendments, progress reports, and payment requests relating to the Grant Award Agreement;

7 **I DO HEREBY CERTIFY** that at a regular meeting of the Board of Supervisors of the
8 County of Los Angeles, on this _____ day of _____, 2024, the foregoing
9 Resolution was adopted.

10 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the
11 Board of Supervisors of the County of Los Angeles this _____ day of _____, 2024.

12
13 COUNTY OF LOS ANGELES

14
15 By _____
Chair, Board of Supervisors

16 APPROVED AS TO FORM BY
17 COUNTY COUNSEL:

18 DAWYN R. HARRISON

19 By  _____
20 Lawrence Green
21 Senior Deputy County Counsel
22
23
24
25
26

1 California, Department of Insurance, to be used exclusively for the program designated the
2 “Disability and Healthcare Insurance Fraud Program” for the period covering July 1, 2024, to
3 June 30, 2025;

4 **IT IS AGREED** that any liability arising out of the performance of the Grant Award
5 Agreement, including civil court actions for damages, shall be the responsibility of the grant
6 recipient and the authorizing agency. The State of California and the California Department of
7 Insurance disclaim responsibility for any such liability.

8 **BE IT FURTHER RESOLVED** that the County of Los Angeles hereby authorizes the
9 District Attorney or his designee to serve as Project Director and to perform all further tasks
10 necessary for the completion of the project, including any extensions, execution and submission
11 of amendments, progress reports, and payment requests relating to the Grant Award Agreement;

12 **I DO HEREBY CERTIFY** that at a regular meeting of the Board of Supervisors of the
13 County of Los Angeles, on this _____ day of _____, 2024, the foregoing
14 Resolution was adopted.

15 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the
16 Board of Supervisors of the County of Los Angeles this _____ day of _____, 2024.

17
18 COUNTY OF LOS ANGELES

19
20 By _____
Chair, Board of Supervisors

21 APPROVED AS TO FORM BY
22 COUNTY COUNSEL:

23 DAWYN R. HARRISON

24 By  _____
25 Lawrence Green
Senior Deputy County Counsel

1 of Los Angeles hereby authorizes and approves acceptance of grant funds from the State of
2 California, Department of Insurance, to be used exclusively for the program designated the
3 “Workers’ Compensation Insurance Fraud Program” for the period covering July 1, 2024, to
4 June 30, 2025;

5 **IT IS AGREED** that any liability arising out of the performance of the Grant Award
6 Agreement, including civil court actions for damages, shall be the responsibility of the grant
7 recipient and the authorizing agency. The State of California and the California Department of
8 Insurance disclaim responsibility for any such liability.

9 **BE IT FURTHER RESOLVED** that the County of Los Angeles hereby authorizes the
10 District Attorney and his designee to serve as Project Director and to perform all further tasks
11 necessary for the completion of the project, including any extensions, execution and submission
12 of amendments, progress reports, and payment requests relating to the Grant Award Agreement;

13 **I DO HEREBY CERTIFY** that at a regular meeting of the Board of Supervisors of the
14 County of Los Angeles, on this _____ day of _____, 2024, the foregoing
15 Resolution was adopted.

16 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the
17 Board of Supervisors of the County of Los Angeles this _____ day of _____, 2024.

18
19 COUNTY OF LOS ANGELES

20
21 By _____
Chair, Board of Supervisors

22 APPROVED AS TO FORM BY
23 COUNTY COUNSEL:

24 DAWYN R. HARRISON

25 By  _____
26 Lawrence Green
Senior Deputy County Counsel



Wednesday, November 13, 2024

Submission ID 6073501638022231658

Supplemental Declaration Form

Department Name

District Attorney

Department Point of Contact:

Name

Talin Keledjian

Email

tkeledjian@da.lacounty.gov

Phone Number

(213) 257-2804

Title of Proceeding

AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO GRANT AWARD AGREEMENTS AND ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND HEALTHCARE INSURANCE FRAUD, WORKERS' COMPENSATION INSURANCE FRAUD PROGRAMS FOR FISCAL YEAR 2024-25, AND ORGANIZED AUTMOBILE FRAUD ACTIVITY INTERDICTION PROGRAM FOR FISCAL YEAR 2024-25, THROUGH FISCAL YEAR 2026-27, AND APPROVE THE APPROPRIATION ADJUSTMENTS (ALL DISTRICTS) (3-VOTES)

Agenda Date

Tuesday, December 17, 2024

Type of Proceeding

Contract

Was the contract legally required to be awarded to the lowest responsible bidder with a responsive bid?

No

Will you be uploading a Supplemental Declaration Form Excel Spreadsheet or completing the online form?

Online Form

Are you submitting this form as for a Party or a Participant?

Party

Individual/Company Name

California Department of Insurance

List any parent, subsidiary, related entities, and any other entities that are directed or controlled by the individual/Company?

N/A

List all individuals who have the authority to make decisions for the Individual/Company about making contributions to a County Officer, regardless of whether you or the Individual/Company have actually made a contribution? Please include the Name and Title of the Individual below.

| Name of Individual | Title of Individual |
|--------------------|-------------------------|
| Ricardo Lara | Insurance Commissionner |

List all subcontractors named in the bid

N/A

List names of all individuals or entities (i.e., agents, law firms, consultants) who communicated with the County on behalf of the Individual/Company

| Name of Individual or Entity | If an Individual, Name of Their Employer |
|------------------------------|--|
| Ricardo Lara | Insurance Commissioner |

Will this Individual/Company be awarded the contract?

No

In the past 12 months, did the individual/company applicant, any of the parent, subsidiary, or related entities, or any of the agents named above disclose making a contribution to a County officer that, when added together, is more than \$250 in total contributions to that officer?

No

September 18, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF DISTRICT ATTORNEY

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2024-25

3 - VOTES

| SOURCES | | USES | |
|--|---------------------|--|---------------------|
| DISTRICT ATTORNEY A01-DA-1000-14030 SALARIES & EMPLOYEE BENEFITS DECREASE APPROPRIATION | 3,650,000 | DISTRICT ATTORNEY A01-DA-88-8864-14030 AUTOMOBILE INSURANCE FRAUD ACTIVITY INTERDICTION PROGRAM DECREASE REVENUE | 172,000 |
| | | DISTRICT ATTORNEY A01-DA-88-8865-14030 WORKERS' COMP INSURANCE FRAUD ACTIVITY INTERDICTION PROGRAM DECREASE REVENUE | 3,194,000 |
| | | DISTRICT ATTORNEY A01-DA-88-8810-14030 STATE-SPECIAL GRANTS DECREASE REVENUE | 284,000 |
| SOURCES TOTAL | \$ 3,650,000 | USES TOTAL | \$ 3,650,000 |

JUSTIFICATION

Reflects a decrease in Salaries & Employee Benefits appropriation and a corresponding decrease in revenue from the State of California, Department of Insurance for Automobile Insurance Fraud, Workers' Compensation Insurance Fraud, Disability and Healthcare Insurance Fraud, and Organized Automobile Fraud Activity Interdiction "Urban Grant" programs to align the District Attorney's budget with the full grant award amount.

Mher Avetisyan Digitally signed by Mher Avetisyan
Date: 2024.11.13 08:03:34 -08'00'

AUTHORIZED SIGNATURE MHER AVETISYAN, BUDGET SECTION HEAD

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

| | | |
|--|---|--|
| REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR--- | <input type="checkbox"/> ACTION | <input type="checkbox"/> APPROVED AS REQUESTED |
| | <input type="checkbox"/> RECOMMENDATION | <input type="checkbox"/> APPROVED AS REVISED |
| AUDITOR-CONTROLLER | BY _____ | CHIEF EXECUTIVE OFFICER |
| B.A. NO. _____ | DATE _____ | BY _____ |
| | | DATE _____ |

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

| | | |
|---|--|--|
| CLUSTER AGENDA REVIEW DATE | 11/27/2024 | |
| BOARD MEETING DATE | 12/17/2024 | |
| 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) | Probation | |
| SUBJECT | Approval of a Contract with Liberty Hill Foundation to provide Capacity Building Services under the Juvenile Justice Crime Prevention Act for the Los Angeles County Probation Department | |
| PROGRAM | N/A | |
| 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 | | |
| COST & FUNDING | Total cost: \$1,500,000 | Funding source: Juvenile Justice Crime Prevention Act (JJCPA) Funding |
| | TERMS (if applicable): One (1) year term with the option to extend for six (6) additional one-year periods. | |
| | Explanation: | |
| PURPOSE OF REQUEST | Provide capacity building services to CBOs whose programs provide comprehensive positive youth development interventions that have an impact on youth success and aim at reducing juvenile crime and delinquency. | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | The capacity building services will focus on developing the organizational capacity of CBOs providing services in low-income communities of color. The services will develop transferable knowledge and apply a leadership approach to develop organizational core competencies, such as strategic planning, goal setting, governance, financial management, including financial and programmatic audit preparation and grant writing, family and community engagement, self-assessment, and evaluation. | |
| EQUITY INDEX OR LENS WAS UTILIZED | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Providing capacity building services to CBO whose programs aim at providing services to youth who live in disadvantage communities of color. | |
| 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: Care First, Jails Last: Investing in CBOs to provide social services and jail diversion programs. | |
| DEPARTMENTAL CONTACTS | Name, Title, Phone # & Email: Robert Smythe, Administrative Deputy: (562) 940-2516 Robert.Smythe@probation.lacounty.gov Sharon Hawkins, Probation Director: (818) 904-8065 Sharon.Hawkins@probation.lacounty.gov | |



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



GUILLERMO VIERA ROSA
Chief Probation Officer

December 17, 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:

**APPROVAL OF A CONTRACT WITH LIBERTY HILL FOUNDATION TO PROVIDE
CAPACITY BUILDING SERVICES UNDER THE JUVENILE
JUSTICE CRIME PREVENTION ACT FOR THE LOS ANGELES COUNTY
PROBATION DEPARTMENT**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles Probation Department (Probation) requests authority to enter into a Contract with Liberty Hill Foundation for capacity building services under the Juvenile Justice Crime Prevention Act (JJCPA).

IT IS RECOMMENDED THAT YOUR BOARD

1. Delegate authority to the Chief Probation Officer or his designee to execute the attached Contract (Attachment), upon approval as to form by County Counsel, between Probation and Liberty Hill Foundation to provide capacity building services to Community Based Organizations (CBOs) for a one (1) year period, commencing January 1, 2025 through December 31, 2025, for an estimated contract amount of \$1,500,000.
2. Delegate authority to the Chief Probation Officer or his designee to prepare and execute contract modifications to extend the term of the contract for up to six (6) additional one (1) year periods, and six (6) month-to-month option periods, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or his designee to prepare and execute modifications to increase contract sums in the amounts identified and approved by the Los Angeles County Juvenile Justice Coordinating Council.

4. Delegate authority to the Chief Probation Officer or his designee to approve; 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of service, and if necessary, 3) termination of the contract, in whole or in part, upon approval as to form by County Counsel.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment) with Liberty Hill Foundation to provide capacity building services to CBOs whose programs provide comprehensive positive youth development interventions that have an impact on youth success and aim at reducing juvenile crime and delinquency. The services will focus on developing the organizational capacity of CBOs providing services in low-income communities of color. The services will develop transferable knowledge and apply a leadership approach to develop organizational core competencies, such as strategic planning, goal setting, governance, financial management, including financial and programmatic audit preparation and grant writing, family and community engagement, self-assessment, and evaluation.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan, North Star 1: Make investments that transform lives. Specifically, it will address Goal B (Employment and Sustainable Wages), Strategy(iii) Job Creation.

FINANCIAL IMPACT/FINANCING

The estimated contract amount for the initial term of the contract is \$1,500,000 and is fully funded under JJCPA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this Contract shall be effective upon execution by the Chief Probation Officer or his designee for a one (1) year period, with the option to extend for six (6) additional one (1) year periods for a maximum Contract term of seven (7) years. There is no impact to departmental employee relations since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Contract.

The Contract (Attachment) contains the Board's required contract provisions, including consideration of qualified county employees targeted for layoffs, as well as qualified GAIN-START participants for employment openings, compliance with Jury Service Ordinance, and the Safely Surrendered Baby law, and the Child Support Program.

The Contract (Attachment) has been reviewed and approved as to form by County Counsel. The County will not request the Contractor to perform services that exceed the Board-approved contracted amount, scope of work or contract term.

CONTRACTING PROCESS

A comprehensive Request for Proposals (RFP) process was conducted. Probation released an RFP for capacity building services on April 7, 2022. As part of the competitive solicitation process, five hundred and twenty-two (522) letters were sent to service providers and advertisements were placed in the Los Angeles Times, Lynwood Journal, and Nuestra Comunidad. The solicitation information along with the RFP was also made available through the Internet on the County of Los Angeles Internal Services Department (ISD) and Probation websites. As a result, twenty-five (25) potential providers registered for the Virtual Mandatory Proposer's Conference (Conference) and twenty-two (22) potential providers attended the Conference.

Two (2) proposals were received and evaluated using the initial "pass/fail" process, which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. An evaluation committee was formed to evaluate the two (2) proposals that passed the initial screening process: 1) Liberty Hill Foundation and 2) Spirit Awakening Foundation. Financial subject-matter experts assessed the agencies' respective financial viability to perform the work. The Evaluation Committee objectively evaluated the proposals. The proposer, Liberty Hill Foundation, was rated for being the most responsive to the RFP and is being recommended for contract award. There are no protests pending.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommended actions will enable Probation to provide capacity building services.

Respectfully submitted,

GUILLERMO VIERA ROSA
Chief Probation Officer

GVR:TH:YT:jl

Enclosure

c: Executive Officer
Chief Executive Officer
County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LIBERTY HILL FOUNDATION

FOR

**CAPACITY BUILDING SERVICES UNDER THE
JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA)**

Contract No. 640-24-102

January 1, 2025 to December 31, 2025

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T Confidentiality of CORI Information.....

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

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LIBERTY HILL FOUNDATION
FOR**

**CAPACITY BUILDING SERVICES UNDER THE JUVENILE JUSTICE
CRIME PREVENTION ACT (JJCPA)**

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 Liberty Hill Foundation, hereinafter referred to as “Contractor”. Liberty Hill Foundation is located at 1001 Wilshire Boulevard, PMB 2170, Los Angeles, CA 90017.

RECITALS

WHEREAS, the County of Los Angeles Probation Department may Contract with an entity for capacity building services when certain requirements are met; and

WHEREAS, the Contractor is an entity specializing in providing capacity building services; and

WHEREAS, the County through its Probation Officer, is authorized to Contract under California Governmental Code Section 31000; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, D, E, F, G1, G2, G3, G4, H, I, N, O, P, R, S, T and U are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Budget Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Intentionally Omitted
 - Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
 - Exhibit G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
 - Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
 - Exhibit G4 - Employee's Acknowledgement of Employer
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
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- 1.14 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPPA)
- 1.15 Exhibit O - Charitable Contributions Certification
- 1.16 Exhibit P - Background Request Forms
- 1.17 Exhibit Q - Intentionally Omitted
- 1.18 Exhibit R - Defaulted Property Tax Reduction Program/Form
- 1.19 Exhibit S - Contract Discrepancy Report
- 1.20 Exhibit T - Confidentiality of CORI Information
- 1.21 Exhibit U - Performance Requirements Summary (PRS) Chart

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts,

written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

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

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

2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.

2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.

2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.

2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.

- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 WORK

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

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a one (1) year period commencing **January 1, 2025 through December 31, 2025**, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer or designee, and the authorized official of the CONTRACTOR, by mutual written agreement, for up to six (6) additional one (1) year periods for a maximum total Contract term of seven (7) years and six (6) months.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer or designee, and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

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

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

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services under this Contract consistent with the cost listed in Exhibit B (Budget Sheet). Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The County shall pay the Contractor up to fifteen percent (15%) administrative/indirect actual costs of the total Contract Sum. Administrative/indirect costs shall not be in addition to, but a part of, the maximum Contract Sum.

The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Budget Sheet). Invoices shall detail the actual costs incurred and include all relevant back-up documentation (e.g., records, billings, receipts, etc.) that supports expenditures included on the invoices. The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided. The Contractor shall return to the County any unspent funds in excess of actual costs for the provision of services under this Contract at the end of each Contract term.

The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay the County any amount which is found to violate the terms of this Contract or applicable County provisions.

- 5.1.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or

administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

- 5.4.1 The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately

repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Budget Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Budget Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Juvenile Field Services
County of Los Angeles Probation Department
9150 East Imperial Highway Room P-73
Downey, CA 90242**

5.5.6 County Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

5.6 Intentionally Omitted

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

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

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

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

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

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

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

6.2 County's Contract Manager

6.2.1 The role of the County's Contract Manager may include:

6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Manager

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

6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Monitor

6.4.1 The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

A listing of all the Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The

Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Staff

7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).

7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

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

7.4 Intentionally Omitted

7.5 Background and Security Investigations

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

7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless

such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 7.6.2.1 The Contractor shall sign and adhere to this provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
 - 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement)

7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)

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

7.6.4 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

- 7.6.6 Violations:** The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his designee.
- 8.1.3 The Chief Probation Officer or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the

Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

- 8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating, and responding to complaints.

8.5.2 Complaint Procedures

- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This 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, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor

qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the

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

8.12.4 Contractor Hearing Board

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

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

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

8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds

that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at

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

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this 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 the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

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

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

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

Joanne Lee, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Joanne.Lee@probation.lacounty.gov
Fax #: (562) 658-2307

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

8.24.3 Additional Insured Status and Scope of Coverage

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

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

The Contractor shall provide County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County

under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this 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 the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of

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

8.25.4 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 shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Intentionally Omitted

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Probation Officer or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer or his designee, at his/her option, in addition to, or in lieu of, other

remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Chief Probation Officer or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer or his designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer or his designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer or his designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit U (Performance Requirements Summary (PRS) Chart) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or

as specified in the PRS or Subparagraph 8.26.2, and shall 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

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

8.28 Nondiscrimination and Affirmative Action

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

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

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

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

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

otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

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

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

8.30.1 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 shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract Manager any dispute between

the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager and/or the County's Contract Manager is not able to resolve the dispute, the Chief Probation Officer or his designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

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

8.36 Public Records Act

- 8.36.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 8.38 (Records Retention and Inspection-Audit Settlement) of this Contract, as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for the Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the

County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 Intentionally Omitted

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's

approval of the Contractor's proposed subcontract.

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

**Joanne Lee, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

E-mail address: Joanne.Lee@probation.lacounty.gov

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

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

8.42 Termination for Convenience

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

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
 - 8.43.1.1 The Contractor has materially breached this Contract; or
 - 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem

appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the

Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

8.48.1 If any provision of this 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 shall not be affected thereby.

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage,

or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through 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 the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this 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

8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the 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 the Contractor's staff pursuant to this paragraph shall not relieve the 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

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 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 twelve (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.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or

transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 The County shall be the sole owner of all right, title and interest, including copyright, in and to all software plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive

legends as required by Subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Intentionally Omitted

9.5 Contractor’s Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.9 Intentionally Omitted

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IN WITNESS WHEREOF, the County of Los Angeles and Contractor have caused this Contract to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of Contractor warrants that he or she is authorized to bind the Contractor, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
GUILLERMO VIERA ROSA
CHIEF PROBATION OFFICER

Liberty Hill Foundation

By _____
Signature

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

DAWYN HARRISON
COUNTY COUNSEL

By _____
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide Capacity Building Services to Community Based Organizations (CBOs) primarily identified through the Juvenile Justice Crime Prevention Act (JJCPA) Fiscal Intermediary Services Contract and aligned with the goals of the JJCPA and the County's Comprehensive Multiagency Juvenile Justice Plan. The County shall provide the list of identified CBOs to Contractor. CBOs that are identified by the Contractor must be approved by the County. The Contractor shall enhance the current Countywide Landscape Analysis to assess community needs and identify gaps in existing programming to prevent youth arrest, reduce recidivism and improve ability and infrastructure of CBOs in order for agencies to provide programming and services.

2.0 SPECIFIC TASKS

To meet the specific tasks, the Contractor shall provide the following services:

- 2.1 The Contractor shall develop an Implementation Plan for Capacity Building in consultation with the County. The Contractor shall focus on developing the organizational capacity of CBOs, as identified in Section 1.0, providing services in low-income communities of color. The capacity building program will develop transferable knowledge and utilize a leadership approach to develop organizational core competencies, such as strategic planning, goal setting, governance, financial management, including financial and programmatic audit preparation and grant writing, family and community engagement, self-assessment, and evaluation.
 - 2.1.1 The Contractor shall provide services to emerging grassroots non-profit CBOs in communities that are low-income, lack of resources in areas of high need, communities of color, or are traditionally marginalized in the public discourse and policy decision-making and increase their capacity and organizational infrastructure to build sustainable programs to serve their communities.
 - 2.1.2 The Contractor shall enhance and build on identified community assets and gaps in services. To do so, the Contractor is encouraged to utilize various methods such as surveys, one-on-one interviews, in-depth research, focus groups, organizational assessment tools and reviews of existing data.
 - 2.1.3 The Contractor shall design and implement a comprehensive and tailored capacity building program for CBOs whose programs provide comprehensive positive youth development interventions

that have an impact on youth success and aim at reducing juvenile crime and delinquency.

2.1.4 The Contractor in partnership with CBOs (and funders, when applicable) will create a customized capacity building plan based on their unique assets and needs/gaps. The Contractor shall provide a written summary of each CBO's Capacity Building Plan to the County within 180 days from County contract execution. The Capacity Building Plan shall be 85% implemented within one (1) year from County contract execution.

2.1.4.1 The CBO Capacity Building Plan shall be informed by each organization's Capacity Building Assessment and the insights of capacity building experts and coaches. The CBO Capacity Building Assessment will include, at a minimum, the following categories: strategic planning; goal setting; governance; financial management; best practices that cover financial and programmatic audit preparation/reviews; grant writing family and community engagement; self-assessment and data collection for programmatic evaluation. Additionally, financial management best practices should include, at a minimum, the importance of documentation (including back-up documentation for invoicing), overhead costs, creation of a monthly financial summary, cost/benefit analysis and billing processes in order to support the financial stability of the CBOs; training shall include timelines for billing cycle (e.g., monthly, quarterly, etc.) in order to comply with grants and contracts. CBOs will have the ability to prioritize up to three categories to work on each year. Financial management best practices training will be prioritized for CBOs who have an identified need through the Assessment process.

2.1.5 The Contractor shall ensure the capacity building program accelerate organizational effectiveness through a combination of on-the-job- training, classroom learning, individual coaching, and peer learning.

2.1.6 The Contractor shall provide small peer learning cohort trainings to share best practices and innovations.

2.1.7 The Contractor's trainers and coaches shall be competent, have skills and experience in the content area and capable of lending their expertise and facilitate individual transformation through a coaching approach that empowers CBO trainees to reach their full potential during the capacity building plan implementation.

- 2.1.8 The Contractor shall provide trainers and coaches that reflect the racial, ethnic, gender, and sexuality demographics within the communities they serve and have a proven track record as technical experts. They shall have experience working directly with the communities the CBOs serve in Los Angeles County and have experience working with organizations similar in size, capacity, and missions as the CBOs being trained.
- 2.1.9 The Contractor shall facilitate shared standards of practice and engage CBOs in leading and training one another.
- 2.1.10 The Contractor shall be a source of current information about “What Works” including best practices in juvenile justice disseminated through formal and informal communications with participants, funders, and other key stakeholders.
- 2.1.11 The Contractor shall utilize its own reputation and relationships with donors, foundations, government leaders, media, academia and others in positions of power to give access to funding for those that would not have access to sources of funding and promote additional investments in services/programs.

2.2 Additional Requirements

- 2.2.1 The Contractor shall attend Juvenile Justice Crime Prevention Act (JJCPA) and ad-hoc meetings with the County’s Program Manager as requested by the County’s representatives. The County will make every effort to provide reasonable prior notice.
- 2.2.2 The Contractor shall produce annual reports that indicate the level and type of services rendered to CBOs through quantitative and qualitative data, which shall monitor the program performance, indicate program progress, and highlight benefits to organizations. The report template will be agreed upon between the Contractor and the County.

Relevant data includes, but is not limited to, the following (by identified timeframes):

- 2.2.2.1 Types of capacity building services offered to CBOs
- 2.2.2.2 Number of capacity building coaching hours provided to CBOs
- 2.2.2.3 Number of CBOs that completed their capacity building plans
- 2.2.3 The Contractor shall produce informational reports at the end of each month that indicated the level and type of services rendered for the

County. The report format and content is subject to final County review and approval.

2.2.4 The Contractor shall use coaching expertise to identify technical assistance needs for CBOs.

2.2.5 The Contractor shall provide relevant qualitative and quantitative data that includes but is not limited to, the following (by identified timeframes) and submitted to the County on a quarterly basis by the 15th day following the last month of each quarter:

2.2.5.1 Overall numbers/types of services provided (e.g., number of cohort-based convenings)

2.2.5.2 Content of services (e.g., descriptions of cohort-based convenings).

2.2.5.3 Participation in capacity building programming (e.g., services completed, hours of services participated). Data to be provided in an identified format including:

2.2.5.3.1 Organizational assessments

2.2.5.3.2 Coaching sessions

2.2.5.3.3 Technical assistance

2.2.5.3.4 Cohort-based convenings

2.2.5.4 Organizational capacity assessments overview to include, but not limited to: strategic planning; goal setting; governance; financial management best practices that cover financial and programmatic audit preparation/reviews, grant writing, family and community engagement, self-assessment, and data collection for programmatic evaluation.

2.2.5.5 Completion of individualized capacity building plans by category.

2.2.5.6 Evidence of progress toward goals on individualized capacity building plans (e.g., data on goals achieved, summaries of how needs were addressed).

2.2.5.7 Results of assessments for each CBO.

2.2.5.8 CBOs perceptions and satisfaction.

- 2.2.5.9 Summaries of marketing efforts, including efforts to elicit applications and share information about contracted services (per Sections 2.2.8 and 2.2.9 below)
- 2.2.6 The Contractor shall ensure careful stewardship and transparency regarding contracted expenditures and service delivery.
- 2.2.7 The Contractor shall share content using multiple platforms such as social media, digital and print communications, and storytelling to advance contracted services.
- 2.2.8 The Contractor shall publicize new initiatives through the use of blogs, newsletters, press releases, social media, annual reporting, etc. to educate stakeholders and the community.
- 2.2.9 The Contractor shall have access to technical expertise in academia and juvenile justice.

3.0 QUALITY CONTROL

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to County review and approval, and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit U (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.

- 3.6 The methods to maintain security of records and prevent the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

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

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

4.1 Performance Evaluation Meetings

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if the County's Program Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

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

- 4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the request of the County's Program Manager.

4.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the County and the Contractor.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager

within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

4.5 County Observations

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

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit U (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.3 Contract Start Date – The date the Contractor begins work in accord with the terms of the Contract.
- 5.4 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.5 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.6 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and the County's Program Manager.
- 5.7 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.8 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.

- 5.9 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.10 Quality Assurance Plan - The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.11 Quality Control Plan – All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 5.12 Subcontractor – Any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder in accordance with Paragraph 8.40 “Subcontracting”.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

- 6.1.1 Monitoring the Contractor’s performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Director

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT,

Monday through Friday, excluding the County holidays. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.

- 6.3.2 When Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director shall have the requisite experience in providing the required or similar services for a minimum of three (3) years' experience within the last five (5) years
- 6.3.4 The Project Director shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak, and understand English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director/authorized agent and any replacement recommended by the Contractor.

6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve all staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Exhibit T (Confidentiality of CORI Information).
- 6.4.3 All personnel must be able to read, write, spell, speak, and understand English.

- 6.4.4 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.5 The County reserves the right to have the County's Program Manager or designated alternate, interview all prospective employees of the Contractor.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the County's Program Manager with a current list of employees and keep this list updated during the Contract period.
- 6.4.8 The Contractor shall not employ any person under the age of twenty-one (21) years unless the Contractor receives written approval by the County.

6.5 Intentionally Omitted

6.6 Intentionally Omitted

6.7 Intentionally Omitted

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. P.T, Monday through Friday, by at least one employee who can respond to inquiries and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 HOURS/DAYS OF WORK

The Contractor shall provide the contracted services during each of the twelve (12) months.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 PERFORMANCE REQUIREMENTS SUMMARY

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

12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart), or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

12.3 When the Contractor's performance does not conform to the terms of this Contract, the County will have the option to apply the following remedies:

12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specify steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.

- 12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
- 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract, and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This subparagraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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BUDGET Capacity Building Services

| Direct Costs: | Amount |
|---|-----------------------|
| Payroll | |
| Senior Director, Youth Justice (~50%) | \$83,738.58 |
| Director, Ready to Rise (full time) | \$128,333.33 |
| Director, Capacity Building (~60%) | \$65,589.34 |
| Deputy Director, Contract Compliance (~25%) | \$25,375.00 |
| Chief Program Officer (~15%) | \$30,450.00 |
| Senior Director of Programs (~10%) | \$16,240.00 |
| Program Coordinator (~25%) | \$15,834.00 |
| Total Salaries and Wages | \$365,559.25 |
| Benefits (16%) | \$58,489.48 |
| Total Program Personnel: | \$424,048.73 |
| Facilitation | |
| 1. Contract Services: Trainers, Coaches, Curriculum Development, Workshop Facilitation | \$775,000.00 |
| - Customized Capacity Building Plans for each organization | |
| - Customized Capacity Building Assessment | |
| - Customized Coaching | |
| - Peer Learning Opportunities | |
| - Workshops & Training in some of the following categories (based on the outcome of the assessments): | |
| a. Strategic Planning | |
| b. Goal Setting | |
| c. Governance | |
| d. Financial Management | |
| e. Financial and Programmatic Audit Preparation/Reviews | |
| f. Grant Writing | |
| g. Family and Community Engagement | |
| h. Self-Assessment | |
| i. Data Collection for Programmatic Evaluation | |
| 2. Evaluation: | \$100,000.00 |
| - Staff and Benefits \$90,909 | |
| - Indirect Overhead @10% \$9090.90 | |
| 3. Event Logistics for CBO's: | \$5,299.10 |
| -Workshops | |
| -Trainings | |
| - Meetings & Convenings | |
| Total Non-Personnel: | \$880,299.10 |
| Total Direct Costs: | \$1,304,347.83 |
| Indirect Costs: (15%) | \$195,652.17 |
| Total Direct and Indirect Costs | \$1,500,000.00 |
| Profit (0%) | |
| Total Monthly Costs: | \$125,000.00 |

*Line items and amounts may be modified based on County's needs.

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

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

| CERTIFICATION | YES | NO |
|---|-------|-------|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | () | () |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | () | () |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | () | () |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | () | () |

 Signature

 Date

 Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. 640-24-102

COUNTY'S CONTRACT MANAGER:

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

COUNTY'S PROGRAM MANAGER:

Name: Sharon Hawkins
Title: Director
Address: 9150 East Imperial Highway
Downey, CA 90242
Telephone: 818-904-8065
E-Mail Address: Sharon.Hawkins@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Joanne Lee
Title: Contract Analyst
Address: 9150 East Imperial Highway, Room D-29
Downey, CA 90242
Telephone: 562-658-4319
Facsimile: 562-658-2307
E-Mail Address: Joanne.Lee@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Juanita Guerrero
Title: Manager
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: Juanita.Guerrero@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

INTENTIONALLY OMITTED

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement 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 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 Program 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 shall keep such information confidential.

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement 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 shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement 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 shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EMPLOYEE’S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



INTENTIONALLY OMITTED

BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Page 1 of 17

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as

Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account

number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from

the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide

Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free

telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall

return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act that regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)



COUNTY OF LOS ANGELES
 PROBATION DEPARTMENT - ADMINISTRATIVE BUREAU
 9150 East Imperial Highway
 Downey, CA 90242



Exhibit P

BACKGROUND REQUEST FORM

Email Form to: Vivian.Gonzalez@probation.lacounty.gov

Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Lead Agency (if Different): _____

LIVE SCAN SCHEDULE:

Monday & Friday: 8:30 AM – 11:30 AM & 1:00 PM - 4:00 PM

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

Please have applicant arrive on time.

| Completed by Requesting Agency | | | | Completed by Central Processing Unit | |
|--------------------------------|----------------------|---------------|-------------------------|--------------------------------------|------------------|
| Applicant's Name | Applicant's Position | Work Location | Available Dates & Times | Appointment Date | Appointment Time |
| | | | | | |
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Instructions to Applicants:

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



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



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

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

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

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

| Conviction Date | Violation Code | Violation Title | Conviction Type/Court Disposition | Court Name | Sentence Imposed |
|-----------------|----------------|-----------------|-----------------------------------|------------|------------------|
| | | | | | |
| | | | | | |
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ACKNOWLEDGEMENT

Please note that your application is subject to verification during your background investigation. It is in your best interest to be thorough and honest in your responses. Integrity weighs heavily in the evaluation of any applicant being considered for hire. Providing false information and/or withholding information, may disqualify your application.

By signing this acknowledgement, you certify that the above information is correct and current. You hereby authorize Los Angeles County Probation Department to obtain criminal record information from any agency which may have your background history, including any records of arrests, investigations, convictions, and other reports.

You hereby fully release and discharge Los Angeles County Probation Department, its officers, agents, and employees, and any agencies, from any and all claims for damages which may arise from participating in, or as a result of, the background check to the fullest extent authorized by the laws of the state of California.

Do you understand this acknowledgement? Yes _____ No _____

Do you have any questions about this acknowledgement? Yes _____ No _____

Print Name

Signature

Date

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

2.206.030 Applicability.

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

Date: _____

CONFIDENTIALITY OF CORI INFORMATION

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 _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents 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 contacts with probationers 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 Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

Performance Requirements Summary (PRS) Chart

| REQUIRED SERVICES | STANDARD | MAXIMUM ALLOWED DEVIATION (AQLS) | METHOD OF SURVEILLANCE | LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS |
|--|---------------------------------------|----------------------------------|--|---|
| Overall compliance with Section 1.0, Exhibit A (Statement of Work) | 100% adherence to County requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings | Up to \$100 per occurrence |
| Overall compliance with Section 2.0 Exhibit A (Statement of Work - Specific Tasks) | 100% adherence to County requirements | 0% | <ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports | \$100 per day until rectified |
| Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work) | 100% adherence to County requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings | Up to \$100 per occurrence |
| Personnel assigned to provide service under this contract shall be fingerprinted prior to pursuant to Subparagraph 7.5.1 of the Contract | 100% adherence to County requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings | Up to \$100 per occurrence |
| No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract | 100% adherence to County requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings | Up to \$100 per occurrence |
| Contractor shall reimburse County for record check pursuant to Subparagraph 7.5.6 of the Contract | 100% adherence to County requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings | Up to \$100 per occurrence |
| Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract | 100% adherence to County requirements | 0% | <ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports | \$100 per day until rectified |