



# Board of Supervisors Operations Cluster Agenda Review Meeting

**DATE:** December 4, 2024

**TIME:** 2:00 p.m. – 4:00 p.m.

**MEETING CHAIR:** Michelle Vega, 5<sup>th</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Thomas Luscombe

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

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

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

To participate in this meeting virtually, please call teleconference number

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

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)**

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

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

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

**1. CALL TO ORDER**

**2. GENERAL PUBLIC COMMENT**

### **3. DISCUSSION ITEM(S):**

- A) Board Letter:  
APPROVAL OF THE FINAL BUDGET ADJUSTMENTS TO THE AMERICAN RESCUE PLAN ACT LOCAL FISCAL RECOVERY FUNDS SPENDING PLAN  
CEO – Mason Matthews, Senior Assistant Chief Executive Officer and Avianna Uribe, Manager
  
- B) Board Letter:  
APPROVE AND ORDER PUBLICATION OF NOTICE OF INTENTION TO PURCHASE AND ACQUISITION OF 69 BRAVO HELISPOT, 22500 SADDLE PEAK ROAD, TOPANGA  
CEO/RE – Michael G. Rodriguez, Section Chief, County-owned
  
- C) Board Letter:  
VIRTUAL COMMUNITY MEETING VIDEO PRODUCTION SERVICES  
LACDA/CIO – Cesar Delgado, IT Director
  
- D) Board Letter:  
CONSIDERATION OF RESOLVING THE IMPASSE BY MEANS OF IMPOSITION OF TERMS AND CONDITIONS OF EMPLOYMENT FOR THE JOINT COUNCIL OF SUPERVISING DEPUTY PROBATION OFFICERS  
CEO/LABOR – Julie Dixon-Silva, Senior Manager and Jeffrey Hickman, Principal Analyst
  
- E) Board Letter:  
APPROVAL FOR THE INTERNAL SERVICES DEPARTMENT TO ACCEPT CHARGING AND FUELING INFRASTRUCTURE GRANT FUNDS FROM THE DEPARTMENT OF TRANSPORTATION AND CHARGING INFRASTRUCTURE FOR GOVERNMENT FLEETS GRANT FUNDS FROM THE CALIFORNIA ENERGY COMMISSION  
ISD – Minh Le, General Manager and Laura Iannaccone, Manager
  
- F) Board Letter:  
REQUEST APPROVAL TO CONTRACT #24-005 WITH K&H INTEGRATED PRINT SOLUTIONS FOR OUTGOING VOTE BY MAIL SERVICES  
RRCC/CIO – Jerome Jordan, Assistant RR/CC and Monica Flores, Assistant RR/CC

### **4. PRESENTATION ITEM(S):**

None available

### **5. ADJOURNMENT**

**UPCOMING ITEM(S) FOR DECEMBER 11, 2024:**

- A) CEO/CLASS – CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2024-2025 SUPPLEMENTAL BUDGET AND OTHER CLASSIFICATION/COMPENSATION ACTIONS
- B) ISD/CEO-CP – CIVIC CENTER TUNNEL SAFETY FEATURES REMODELING
- C) ISD – PUBLIC HEARING ON ADOPTING THE MITIGATED NEGATIVE DECLARATION REPORT AND AMENDMENT OF TWO POWER PURCHASE AGREEMENTS FOR RENEWABLE ENERGY SYSTEMS AT TWO COUNTY FACILITIES

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

**[OPS\\_CLUSTER\\_COMMENTS@CEO.LACOUNTY.GOV](mailto:OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV)**

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	12/4/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Chief Executive Office	
<b>SUBJECT</b>	APPROVAL OF THE FINAL BUDGET ADJUSTMENTS TO THE AMERICAN RESCUE PLAN ACT (ARPA) LOCAL FISCAL RECOVERY FUNDS SPENDING PLAN	
<b>PROGRAM</b>	The American Rescue Plan Act (ARPA)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The appropriation adjustments reflect the Board-approved spending plans and administrative reallocations and ensures the County meets the December 31, 2024, obligation and expenditure deadline.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$0	
	TERMS (if applicable):	
	Explanation: There is no impact to the County General Fund from the recommended actions. The recommended actions would authorize the County to claim \$141.0 million in revenue loss under applicable ARPA provisions, which will convert ARPA State and Local Fiscal Recovery Funds (SLFRF) to local revenue (ARPA-enabled funding) for use consistent with Board-approved spending plans and administrative reallocations.	
<b>PURPOSE OF REQUEST</b>	Approval of this action authorizes the CEO to make necessary budget adjustments to identified ARPA programs by implementing the revenue loss provisions to facilitate the spending of these funds by the ARPA SLFRF obligation and expenditure deadline of December 31, 2024.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	ARPA SLFRF serves as a bridge to long-term recovery from the pandemic. Unlike prior stimulus packages approved by Congress early in the pandemic, ARPA provides local governments a longer time horizon to spend SLFRF — through December 31, 2024, or through December 31, 2026, if funds are “obligated” (e.g., encumbered via a services contract). Any funds not encumbered or spent as authorized by ARPA may be forfeited. Under ARPA SLFRF revenue-loss provisions, the County can claim SLFRF revenues lost because of the COVID-19 pandemic. ARPA-enabled funds support the Board-approved ARPA spending plans and must be spent in accordance with these plans.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	



<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Mason Matthews, Senior Assistant Chief Executive Officer, (213) 974-2395. <a href="mailto:mmatthews@ceo.lacounty.gov">mmatthews@ceo.lacounty.gov</a> .  Avianna Uribe, Manager, (213) 974-6837. <a href="mailto:auribe@ceo.lacounty.gov">auribe@ceo.lacounty.gov</a>



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

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

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

*"To Enrich Lives Through Effective and Caring Service"*

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:

**APPROVAL OF THE FINAL BUDGET ADJUSTMENTS TO THE AMERICAN RESCUE  
PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS SPENDING PLAN  
(ALL SUPERVISORIAL DISTRICTS)  
(3-VOTES)**

**SUBJECT**

The American Rescue Plan Act (ARPA) requires that all State and Local Fiscal Recovery Funds (SLFRF) be spent or obligated (i.e., encumbered by contract) on or before December 31, 2024. To meet this deadline, the Chief Executive Officer (CEO) recommends the Board of Supervisors (Board) approve various year-end budget adjustments for the County's allocation of SLFRF to: (1) program funds in departmental budgets, as reflected by the Board-adopted spending plans and any subsequent administrative reallocations, and (2) realize \$141.0 million via ARPA SLFRF revenue loss provisions. Based on current projections, we expect that all SLFRF awarded to the County will be spent or obligated by December 31, 2024.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve the attached appropriation adjustments to realize \$141.0 million of ARPA SLFRF for various ARPA funded programs via ARPA revenue loss provisions and program funds in departmental budgets, as reflected in the attached appropriation adjustments and consistent with Board-approved spending plans and subsequent administrative reallocations.

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

Approval of this action authorizes the CEO to make necessary budget adjustments to identified ARPA programs by implementing the revenue loss provisions to facilitate the spending of these funds by the ARPA SLFRF obligation and expenditure deadline of December 31, 2024.

Under ARPA SLFRF revenue-loss provisions, the County can use SLFRF to support government services in an amount up to the total revenues lost because of the COVID-19 pandemic. As such, these provisions allow the County to claim SLFRF for government services that would otherwise be paid for with net County cost (NCC) and thereby allows the County to use the NCC, known as “ARPA-enabled funding,” to support Board-approved ARPA programs that require more flexibility.

The proposed action realizes \$141.0 million in ARPA-enabled funding for various ARPA programs and programs the funds in departmental budgets, consistent with the Board-approved spending plans.

## **Implementation of Strategic Plan Goals**

The Board-adopted ARPA SLFRF spending plans and approval of this action are consistent with the County’s three North Stars, “make investments that transform lives,” “foster vibrant and resilient communities,” and “realize tomorrow’s government today.” The spending plan focuses resources on some of the County’s most challenging and complex issues, including but not limited to, areas where health and economic conditions contributed to poor public health consequences during the pandemic. The proposed investments will be deployed using multiple equity tools and will positively impact the lives of those who rely on us and strengthen communities throughout the County—one community investment at a time. Finally, the spending plan includes investments to support the County’s infrastructure and to better position the County to address future challenges.

## **FISCAL IMPACT/FINANCING**

There is no impact to the County General Fund from the recommended actions. The recommended actions would authorize the County to claim \$141.0 million in revenue loss under applicable ARPA provisions, which will convert ARPA SLFRF to local revenue (ARPA-enabled funding) for use consistent with Board-approved spending plans and administrative reallocations.

The CEO, Auditor-Controller, County Counsel, and other County departments continue to work closely together to ensure appropriate fiscal oversight, accountability, auditing, and reporting of these funds.

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

ARPA SLFRF serves as a bridge to long-term recovery from the pandemic. Unlike prior stimulus packages approved by Congress early in the pandemic, ARPA provides local governments a longer time horizon to spend SLFRF — through December 31, 2024 or through December 31, 2026, if funds are “obligated” (e.g., encumbered via a services contract). Any funds not encumbered or spent as authorized by ARPA may be forfeited.

Under ARPA SLFRF revenue-loss provisions, the County can claim SLFRF revenues lost because of the COVID-19 pandemic. These provisions allow the County to convert ARPA SLFRF to local revenue (ARPA-enabled funding) to support the Board-approved ARPA spending plans and must be spent in accordance with these plans.

### **Background on Board-Approved ARPA Spending Plans and Previous Reallocations**

The County received approximately \$1.9 billion in SLFRF through ARPA in two equal tranches of approximately \$975.0 million in May 2021 and June 2022. Your Board adopted a phase one spending plan allocating the first tranche of \$975.0 million in SLFRF on July 27, 2021, and a phase two spending plan allocating the second tranche of \$975.0 million on September 13, 2022. The spending plans reflected your Board's highest priorities at the time the plans were adopted.

SLFRF funds may be used for the following:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible employees;
3. To provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

For both the phase one and phase two spending plans, your Board authorized the CEO to adjust the allocations among approved programs in the spending plans to maximize the use of funds and recover eligible costs. In doing so, and based on lessons learned, your Board recognized that actual expenditures and funding needs for approved programs could be different than what was approved in the spending plans, and requiring the CEO to seek Board approval to adjust spending levels would be administratively burdensome and inhibit the deployment of ARPA funding to those in need. Throughout the ARPA spend-down period, CEO has administratively approved reallocations among existing ARPA programs at the request of departments. Since the Board's approval of the phase two spending plan, CEO issued ARPA reallocation memos on November 6, 2023, May 6, 2024, June 19, 2024, October 22, 2024, and **TO BE ADDED/FORTHCOMING: Final Cleanup Adjustments.**

The attached appropriation adjustments reflect the Board-approved spending plans and administrative reallocations and ensure the County meets the December 31, 2024, obligation and expenditure deadline.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions do not constitute a project under California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the California Public Resources Code and section 15378(b)(4) and (5) of the State CEQA Guidelines. The actions proposed are organizational or administrative activities of government which will not result in direct or indirect physical changes to the environment. Additionally, the actions involve the creation of a government funding mechanism that does not involve a commitment to a specific project that may result in a potentially significant impact on the environment.

In the alternative, approval of the recommended actions is statutorily exempt from CEQA under section 21080(b)(4) of the Public Resources Code and section 15269(c) as specific actions to prevent or mitigate an emergency due to the declared COVID-19 public health emergency.

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

The actions recommended in this board support ensure the timely expenditure of ARPA SLFRF funding.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

The Honorable Board of Supervisors  
December 17, 2024  
Page 5

FAD:JMN:MRM  
AU:

Enclosures

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

DRAFT

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	12/4/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Consolidated Fire Protection District of Los Angeles County (District)	
<b>SUBJECT</b>	Acquisition of 69 Bravo	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The District entered into a license agreement with a private owner for the use of the property along with an option to purchase the property during the license term.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The District has until January 31, 2025 to exercise its option to purchase the property prior to the lease term expiration.	
<b>COST &amp; FUNDING</b>	Total cost: No funds needed to purchase the property as the purchase price of \$14,200,290 had already been paid via annual lease payments for the 7-year license term. County only to pay for escrow fees and closing costs.	Funding source: The attached appropriation adjustment will allocate \$21,000 for the associated escrow fees and closing costs for the 69 Bravo Acquisition.
	TERMS (if applicable): District to acquire the Property for the purchase price of \$14,200,290 pursuant to an option to purchase. The District has paid the fair market value of the property through the annual license payments made to the ownership of the property.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize the acquisition of the private property by the District and authorize the District to execute purchase and sale agreement and certificate of acceptance conveying title for the property to the District.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Michael G. Rodriguez Section Chief, County-owned CEO Real Estate Division 213-974-4246 <a href="mailto:mgrodriguez@ceo.lacounty.gov">mgrodriguez@ceo.lacounty.gov</a>	



**Chief  
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**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:

**APPROVE EXERCISE OF OPTION TO PURCHASE AND  
ACQUISITION OF 69 BRAVO,  
22500 SADDLE PEAK ROAD, TOPANGA  
(APN: 4438-033-057, 4448-024-030,  
4438-039-019, 4448-024-027, 4448-021-015, 4448-021-036 AND 4448-024-031)  
(ALL DISTRICTS) (4 VOTES)**

**SUBJECT**

Approval of the recommended actions will authorize the Consolidated Fire Protection District of Los Angeles County (District) to exercise an option to purchase and acquire from Jango, LLC, a Florida limited liability company (APN No. 4448-024-030), Jeweld, LLC, a Florida limited liability company (APN No. 4448-024-031), Seeky, LLC, a Florida limited liability company (APN Nos. 4448-021-015 and 4448-021-036), Dabudd, LLC, a Florida limited liability company (APN No. 4438-033-057), and Kumoff, LLC, a Florida limited liability company (APN No. 4438-039-019 and 4448-024-027) (collectively, Seller), approximately 34 acres of land located at 22500 Saddle Peak Road in Topanga Canyon, commonly known as 69 Bravo (Property) to be used by the District as a helispot for fire protection and firefighting services.



**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that exercising the option to purchase the Property is not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Find that the recommended actions are exempt from CEQA pursuant to CEQA Guidelines section 15301 (Class 1 – Existing Facilities) and section 15061(b)(3) (common sense exemption) and Appendix G of the County's CEQA Reporting Procedures and Guidelines (Class 1(u) – any change in the method of conveyance of an existing facility) for the reasons stated in this Board letter and the record.
3. Establish and approve the 69 Bravo Helispot Acquisition, Capital Project No. 70215.
4. Approve the enclosed appropriation adjustment to transfer \$39,000 from Fire Department Capital Projects Accumulated Capital Outlay Fund – Appropriation for Contingencies to 69 Bravo Helispot Acquisition, Capital Project No. 70215 to fully fund the escrow fees associated with the acquisition of the Property.
5. Instruct the Assessor's Office to place the Property under the complete ownership of the District and remove the Property from the tax roll effective upon the transfer of title to the District.

**IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE DISTRICT:**

1. Authorize the Fire Chief, or his designee, to exercise the Option to Purchase the Property, in accordance with the terms of the License Agreement (License) entered into between the District and Seller.
2. Authorize the Fire Chief, or his designee, after due diligence has been completed, to execute the Purchase and Sale Agreement, approved as to form by County Counsel, to purchase the Property for consideration already paid, which will include \$100 as independent consideration, plus an amount not to exceed \$39,000 for closing costs, and any other ancillary documents related to the Property acquisition, approved as to form by County Counsel, in order to complete the transfer of title of the Property to the District.
3. Authorize the Fire Chief, or her designee, to take all further actions necessary and appropriate to complete the transaction with the assistance of the Chief Executive Office, including opening and management of escrow, any administrative adjustments to the transfer documents, execution of all any and all agreements, contracts, applications and documents necessary for the completion

of the acquisition and acceptance of the deed conveying title to the Property to the District, upon approval as to form by County Counsel.

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

The purpose of the recommended actions is to acquire an approximately 34-acre property located in the unincorporated Topanga Canyon area, commonly known as 69 Bravo. 69 Bravo is located at an elevation of approximately 2,385 feet on a ridge line near Saddle Peak in the Santa Monica Mountains at 22500 Saddle Peak Road. 69 Bravo was developed in 2010 as a temporary helispot site on private property for use by the District for firefighting purposes. This location overlooks the communities of Topanga, Fernwood, and surrounding developments in the Santa Monica Mountains, with an estimated 30,000 residents combined. The Property is owned by the following entities: Jango, LLC, a Florida limited liability company (APN No. 4448-024-030), Jeweld, LLC, a Florida limited liability company (APN No. 4448-024-031), Seeky, LLC, a Florida limited liability company (APN Nos. 4448-021-015 and 4448-021-036), Dabudd, LLC, a Florida limited liability company (APN No. 4438-033-057), and Kumoff, LLC, a Florida limited liability company (APN No. 4438-039-019 and 4448-024-027). The District has been licensing the Property from the Seller for the District's use since 2015. The Property is improved with various fire prevention and firefighting equipment and supplies currently used by the District, consisting of pumpkins, water tanks, helipads, a command center, and four helicopter fill sites at the location with water, ready for use to extinguish fires. The purpose of the acquisition of the Property is for its continued use by the District for fire prevention and firefighting purposes.

In 2018, the District renewed the License with the Seller for a seven-year term. The renewal also included an option for the District to purchase the Property at any time during the License term for the equivalent of \$12,500,000, less the amount of the total License Fee paid by the District over the License term, as adjusted for interest accruing at a rate of three and one-half percent, which totals \$14,200,290. The annual rent for the Property during the seven-year renewal term was \$500,000 the first year of the District tenancy and \$2,640,058 every year of the term thereafter. In accordance with the License, the rental payments made throughout the License term have been credited towards the purchase price which will be satisfied in full upon expiration of the License on January 31, 2025. The District will acquire the Property from the Seller with the purchase price amount already paid in full by the District, through the License's annual rental payments. In addition, the District will pay escrow closing costs.

Approval of the recommended actions, and the execution of the Purchase and Sale Agreement by the Fire Chief, or her designee, will allow the District, with the assistance of the Chief Executive Office, to open escrow; order and review all necessary title documents to ensure the District acquires free and clear title to the Property; issue warrants for the purchase price and escrow fees; deposit said funds into escrow; and fulfill the District's obligations associated with the acquisition.

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

The recommended actions support North Star 1- Make Investments that Transform Lives providing that we aggressively address society's most complicated social, health, and public safety challenges.

The proposed purchase is also consistent with North Star 3 – Realize Tomorrow's Government Today and is also consistent with Strategic Asset Management Goal- Maximize use of County space and achieve cost savings, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed purchase supports the above goals and objective by renewing the use of an existing facility that provides firefighting equipment and supplies ready for use to fight the ever-increasing threat of wildfires, thus ensuring public safety. The District's acquisition of the Property will mean the District will no longer need to pay rental payments and will ensure the District's full autonomy and site control of this vital real estate asset as it continues to serve in fighting fires under District ownership.

### **FISCAL IMPACT/FINANCING**

The District will be responsible for any costs related to the operation and maintenance of the Property following acquisition. The District has projected that the annual operating expenses for the Property are \$50,000, which include building and equipment maintenance, repairs, janitorial, security, management fees, and landscaping. As the site is primarily used for fire prevention and firefighting services, water is the primary utility expense of the Property. Annual utility costs for the Property in 2023 were \$33,000.

The enclosed appropriation adjustment will transfer \$21,000 from Fire Department Capital Projects Accumulated Capital Outlay Fund – Appropriation for Contingencies to 69 Bravo Helispot Acquisition, Capital Project No. 70215 to fully fund the escrow fees associated with the acquisition of the Property.

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

Section 25353 of the California Government Code authorizes the Board to purchase real property necessary for use of the District for buildings or for other public purposes.

Additionally, as required by Government Code Section 65402, notice of the proposed acquisition was submitted to the County of Los Angeles Department of Regional Planning (Regional Planning). Regional Planning responded and found that the acquisition of the Property for District's use conforms to the County's General Plan.

Los Angeles County Public Works will review all the environmental assessments, surveys, studies, and due diligence reports and materials that has been ordered and to

be performed for the Property, and will ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy.

Prior to returning to the Board for consummation of the acquisition, County Counsel will have reviewed the Purchase and Sale Agreement and the transfer deed related to the proposed acquisition and approved them as to form. County Counsel has also reviewed all associated debt instruments, real estate documents, and encumbrances on title.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed acquisition and operation of the Property for the uses included herein are exempt from the CEQA pursuant to State CEQA Guidelines section 15301 (Class 1 – Existing Facilities) and section 15061(b)(3) (common sense exemption) and Appendix G of County's CEQA Reporting Procedures and Guidelines (Class 1(u) – any change in the method of conveyance of an existing facility). The intent of the District is to acquire the Property to use as it is currently being used, for government purposes. The proposed acquisition and District occupancy involves negligible or no expansion of use. Furthermore, it can be seen with certainty that there is no possibility that the District's proposed acquisition and occupancy of the Property will have a significant effect on the environment. Upon the Board's approval of the recommended actions to acquire the property, the Chief Executive Office will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation and will post the Notice to the County's website in accordance with Public Resources Code Section 21092.2.

The District will return to the Board at a later date for any approvals or delegations of authority needed for any proposed County improvements proposed for the Property, along with recommendations for any additional CEQA findings, and/or funding-related matters.

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

The proposed acquisition of the Property will allow the District to continue providing its firefighting services to County residents from this strategic location and will have no new impacts on current services provided by the District at the Property. The District will continue its operations from this Property as it has during its license term and for the foreseeable future. The Property will continue to be used as an ideal location from which it can provide immediate and effective firefighting abilities for residents of Los Angeles County.

The Honorable Board of Supervisors  
12/17/2024  
Page 6

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

ANTHONY C. MARRONE  
Fire Chief  
Consolidated Fire Protection District of  
Los Angeles County

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

Enclosure

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

December 17, 2024

COUNTY OF LOS ANGELES

### REQUEST FOR APPROPRIATION ADJUSTMENT

FIRE DEPARTMENT

**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**  
**2024-25**  
**4 - VOTES**

SOURCES		USES	
FIRE DEPARTMENT A.C.O. FUND J13-3303 APPROPRIATIONS FOR CONTINGENCIES <b>DECREASE APPROPRIATION</b>	<b>39,000</b>	FIRE DEPARTMENT <b>69 BRAVO HELISPOT ACQUISITION</b> J13-CP-6006-65033-70215 CAPITAL ASSETS - LAND <b>INCREASE APPROPRIATION</b>	<b>39,000</b>
<b>SOURCES TOTAL</b>	<b>\$ 39,000</b>	<b>USES TOTAL</b>	<b>\$ 39,000</b>

**JUSTIFICATION**

Reflects the transfer of \$39,000 from the Fire Department Capital Projects Accumulated Capital Outlay Fund - Appropriation for Contingencies to the 69 Bravo Helispot Acquisition, Capital Project No. 70215, to fully fund escrow fees associated with the aquisition of 69 Bravo Helispot, which is to be used by the Consolidated Fire Protection District of Los Angeles County.

**AUTHORIZED SIGNATURE**

Jessica Lindsey, ASM III

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

CHIEF EXECUTIVE OFFICER

BY

B.A. NO.

DATE

DATE

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	12/4/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Los Angeles County Development Authority (LACDA)	
<b>SUBJECT</b>	CONTRACT FOR VIRTUAL COMMUNITY MEETING PRODUCTION SERVICES	
<b>PROGRAM</b>	Information Technology	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$2,750,000	Funding source: Community Development Block Grant (CDBG) funds in the LACDA's Fiscal Year 2024-29 operating budgets
	TERMS (if applicable): One year with four optional one-year extensions.	
	Explanation: No impact on the County General Fund. Funding for the contract is included in LACDA's Fiscal Year 2024-2025 budget and will be included in future FY budgets. The five-year contract sum is \$2,500,000 (\$500,000 per year) plus up to \$250,000 (10%) in pool dollars.	
<b>PURPOSE OF REQUEST</b>	The services will enable LACDA to host multiple in-person, remote and hybrid community meetings annually. The LACDA is responsible for hosting meetings to ensure compliance with funding requirements, and to provide outreach and support to the County community.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The services will encompass user engagement features such as American Sign Language interpretation, simultaneous social media broadcasting, chat box and Questions and Answers (Q&A) interactivity, demographic analytics, and integration with game-based learning platforms. The contractor will provide security, support simultaneous interpretation services including telephone/video interpretation.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Cesar Delgado, IT Director, (626) 586-1707 <a href="mailto:Cesar.Delgado@lacda.org">Cesar.Delgado@lacda.org</a>	



December 17, 2024

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

Dear Commissioners:

**CONTRACT FOR VIRTUAL COMMUNITY MEETING PRODUCTION SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: (X) APPROVE**

**SUBJECT**

The Los Angeles County Development Authority (LACDA) is requesting authority to execute a contract to provide video production services for in-person, remote and hybrid (combination of both in-person and remote) community meetings on an as-needed basis.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that approval of a Contract for Virtual Community Meeting Production Services (Contract) is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director, or their designee, to execute the Contract with Manire Management, Inc. dba Coast to Coast Conferences and Events (Manire) to provide video production services for an initial term of one year with four additional one-year periods, for a maximum total Contract term of five years for an annual not-to-exceed amount of \$500,000 and aggregate not-to-exceed amount of \$2,500,000, using program funds included in the



Administrative Office  
700 West Main Street, Alhambra, CA 91801  
Tel: (626) 262-4511 TDD: (626) 943-3898



Executive Director: Emilio Salas

Commissioners: Hilda L. Solis, Holly J. Mitchell, Lindsey P. Horvath, Janice Hahn, Kathryn Barger



LACDA's approved Fiscal Year 2024-2025 budget, following approval as to form by County Counsel and execution by all parties.

3. Authorize the Executive Director, or their designee to exercise the renewal options in accordance with the Contract using funds to be requested through the LACDA's annual budget approval process; execute applicable Contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; revise the terms and conditions to align with the Board applicable policy changes and directives; and, upon review by County Counsel, approve necessary changes to the scope of services as well as termination of services due to convenience.
4. Authorize the Executive Director, or their designee, to increase the total compensation by up to \$250,000 (10% of the aggregate not-to-exceed amount) in pool dollars as needed for unforeseen costs.

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

The purpose of this action is to approve a Contract with Manire for Virtual Community Meeting Production Services, to enable LACDA to host multiple in-person, web-based and hybrid community meetings annually. The LACDA administers the Community Development Block Grant (CDBG) Urban County Program, the Home Investment Partnerships (HOME) Program, and other HUD and locally funded programs on behalf of the County of Los Angeles, including the Public Housing and other federally and locally funded programs. The programs operate within the unincorporated areas of the County and participating cities. As a recipient of federal funds, the LACDA is responsible for hosting multiple in-person, virtual, and hybrid community meetings annually to ensure compliance with funding requirements, and to provide outreach and support to the County community.

The services to be provided under the Contract include but are not limited to an interactive web-based platform for hosting community meetings in various formats, including in-person, virtual, and hybrid on an as-needed basis. The services will encompass user engagement features such as American Sign Language interpretation, simultaneous social media broadcasting, chat box and Questions and Answers (Q&A) interactivity, demographic analytics, and integration with game-based learning platforms. The contractor will provide security, support simultaneous interpretation services including telephone interpretation and video interpretation, and handle pre-meeting tasks such as registration and training, as well as post-meeting obligations that include providing recordings and data analytics. Additionally, Manire will assist with marketing the meeting through digital channels, including social media and other approved public sites and digital platforms.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund. The Contract will be funded with an annual compensation amount of \$500,000 in CDBG administrative funds allocated by the U.S. Department of Housing and Urban Development (HUD) for FY 2024-2025 and other Federal, State, and County funds included in the LACDA's approved FY 2024-2025 budget. The Contract may be renewed for a maximum of four additional years, in one-year increments, at the same rate of compensation, contingent upon satisfactory performance and continued CDBG funding from HUD. Funds for years two through five of the Contract, if extended, will be requested in the LACDA's annual budget approval process. The maximum amount for the five-year term, including pool dollars, will be \$2,750,000.

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

The Contract contains all latest applicable Board-mandated provisions, including those pertaining to contractor responsibility and debarment including but not limited to, Jury Service Program, Defaulted Property Tax Reduction Program, Federal Lobbyist Requirements, Child Support Program, Consideration of Hiring Qualified GAIN/START Participants, the Safely Surrendered Baby Law, Compliance with County of Los Angeles Policy of Equity, Zero Tolerance Human Trafficking, and Fair Chance Employment Practice, and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of Chief Information Office (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO reviewed the Contract and determined this recommended action does not include any IT items that would necessitate a formal CIO Analysis. The Contract has been reviewed by County Counsel and is attached in substantially final form and will be effective following approval as to form by County Counsel and execution by all the parties.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed activities are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because they involve administrative activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

**CONTRACTING PROCESS**

On July 2, 2024, the LACDA issued a Request for Proposals (RFP) for Virtual Community Meeting Production Services on an as-needed basis, Solicitation No. LACDA24-054, to identify a vendor to provide both in-person and web-based virtual community meetings, or a combination of both. Announcements for the RFP were posted on the LACDA's and County WebVen websites.

On July 24, 2024, one proposal was received from Manire and was determined to be responsive and responsible based on the evaluation criteria set forth in the RFP.

The Summary of Outreach Activities is provided as Attachment B.

**IMPACT ON CURRENT PROGRAM**

This Contract for Virtual Community Meeting Production Services will enable the LACDA to continue host multiple community meetings in various formats, including in-person, web-based, and hybrid with an interactive web-based platform.

Respectfully submitted,

Reviewed by:

EMILIO SALAS  
Executive Director  
Los Angeles County Development Authority

PETER LOO  
Chief Information Officer  
County of Los Angeles

ES:KT:et

Enclosures



**CONTRACT**

**BY AND BETWEEN**

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY**

**AND**

**MANIRE MANAGEMENT, INC.  
DBA COAST TO COAST CONFERENCES AND EVENTS**

**FOR**

**VIRTUAL COMMUNITY MEETING PRODUCTION  
SERVICES**

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**STANDARD EXHIBITS**

- Exhibit A – Statement of Work
- Exhibit B – Fee Schedule
- Exhibit C – LACDA’s Administration
- Exhibit D – Contractor’s Administration
- Exhibit E – Required Contract Forms and Certifications
- Exhibit F – Required Contract Provisions
- Exhibit G – Required Forms at the Time of Contract Execution
- Exhibit H – Service Level and Warranty Agreement

**CONTRACT BETWEEN**  
**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY**  
**AND**  
**MANIRE MANAGEMENT, INC.**  
**DBA COAST TO COAST CONFERENCES AND EBENTS**  
**FOR**  
**VIRTUAL COMMUNITY MEETING PRODUCTION SERVICES**

This Contract and Exhibits made and entered into this 1st day of February, 2025 by and between the Los Angeles County Development Authority, hereinafter referred to as the (“LACDA”) and Manire Management, Inc. dba Coast to Coast Conferences and Events hereinafter referred to as the (“Contractor”). The LACDA and Contractor are herein referred to as collectively the ("Parties").

**RECITALS**

**WHEREAS**, the LACDA may contract with private businesses for virtual community meeting production services when certain requirements are met;

**WHEREAS**, the Contractor is a private firm specializing in providing virtual community meeting production services;

**WHEREAS**, the LACDA issued a Request for Proposals, to which the Contractor submitted a proposal to furnish the services to the LACDA;

**WHEREAS**, on [date spelled out], the LACDA's Board of Commissioners ("Board") delegated authority for the LACDA's Executive Director, or duly authorized designee (hereinafter jointly referred to as the ("Executive Director")) to execute contracts for virtual community meeting production services;

**WHEREAS**, the Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, procedures of the funding source, governing administration, and fiscal authorities; and all applicable law;

**WHEREAS**, the Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder;



**WHEREAS**, it is the intent of the Parties hereto to enter into Contract to provide virtual community meeting production services (“Services”), as set forth herein; and

**WHEREAS**, the Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G and H 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 Contract and then to the Exhibits according to the following priority.

### **1.1 Standard Exhibits**

- 1.1.1 Exhibit A - Statement of Work
- 1.1.2 Exhibit B - Fee Schedule
- 1.1.3 Exhibit C - LACDA’s Administration
- 1.1.4 Exhibit D - Contractor’s Administration
- 1.1.5 Exhibit E - Required Contract Forms and Certifications
  - Application for Exception and Certification Form for the Jury Service Program
  - Compliance with Fair Chance Employment Hiring Practices Certification
  - Contractor’s EEO Certification
  - Defaulted Property Tax Reduction Program Certification
  - Federal Lobbyist Requirements Certification

- Levine Act Form
- Zero Tolerance Human Trafficking Policy Certification

1.1.6 Exhibit F - Required Contract Provisions

- Contractor Employee Jury Service Ordinance
- Defaulted Property Tax Reduction Program
- IRS Notice 1015 – Earned Income Credit (EIC)
- Lobbyist Ordinance
- Safely Surrendered Baby Law

1.1.7 Exhibit G - Required Forms at the Time of Contract Execution

- Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

1.1.8 Exhibit H - Service Level and Warranty Agreements

This Contract and the Exhibits hereto constitute 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.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

2.1.1 **Contract:** Agreement executed between the LACDA and Contractor.

It sets forth the terms and conditions for the issuance and performance of the Statement of Work in Exhibit A.

- 2.1.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the LACDA to perform or execute the work covered by the Statement of Work in Exhibit A.

## **3.0 WORK**

### **3.1 Work Requirements**

- 3.1.1 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 in Exhibit A - Statement of Work, attached hereto and incorporated herein by reference.
- 3.1.2 The Contractor acknowledges that the quality of Service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.1.3 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 LACDA.

## **4.0 TERM OF CONTRACT**

### **4.1 Term**

- 4.1.1 The term of this Contract shall commence on February 1, 2025 and shall remain in full force and effect until January 31, 2026 after execution by the LACDA's Executive Director, or designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.1.2 The LACDA shall have the sole option to extend this Contract term for additional one-year periods, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Executive Director, or designee.
- 4.1.3 The Contractor shall notify the LACDA's Project Manager when this Contract is within three (3) months from the expiration of the term as

provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the LACDA's Project Manager at the address herein provided in Exhibit C - LACDA's Administration.

## **5.0 CONTRACT SUM**

### **5.1 Maximum Amount**

The Maximum Amount of this Contract shall be Five-Hundred Thousand and 00/100 Dollars (\$500,000.00) ("Maximum Amount") for the term of this Contract as set forth in Paragraph 4.1 - Term, above. Any costs incurred to complete this Service in excess of the maximum not-to-exceed cost will be borne by the Contractor. The Contractor is not guaranteed any amount of work under this Contract. The LACDA in its sole discretion shall determine and assign work on an as needed basis.

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

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 LACDA's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Amount under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Emily Tran, Procurement Analyst, at the address herein provided in Exhibit C - LACDA's Administration.

#### **5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the LACDA 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 LACDA and shall immediately repay all such funds to the LACDA. Payment by the LACDA for services rendered after expiration/termination of this Contract shall not constitute a waiver of the LACDA'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 LACDA 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 LACDA under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Fee Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the LACDA. If the LACDA 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 - Fee Schedule.

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 LACDA by the 1<sup>st</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address: Community Development Division/Grants Management Unit, Los Angeles County Development Authority, 700 W. Main Street, Alhambra, CA 91801.

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

## **5.6 Intentionally Omitted**

## **5.7 Source and Appropriation of Funds**

5.7.1 The LACDA's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development ("HUD") and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

5.7.2 In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The LACDA will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

## **6.0 ADMINISTRATION OF CONTRACT – LACDA**

### **6.1 LACDA's Administration**

A listing of all LACDA Administration referenced in the following subparagraphs is designated in Exhibit C - LACDA's Administration. The LACDA shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 LACDA's Project Manager**

Responsibilities of the LACDA's Project Manager include:

6.2.1 Ensuring that the objectives of this Contract are met;

- 6.2.2 Providing direction to the Contractor in the areas relating to LACDA policy, information requirements, and procedural requirements;
- 6.2.3 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.2.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

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

- 7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the LACDA in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the LACDA's Project Manager on a regular basis.
- 7.1.3 The Contractor's Project Manager must have 5 years of experience.

### **7.2 Approval of Contractor's Staff**

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

### **7.3 Contractor's Staff Identification**

The Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, which shall be visible when the Contractor or its staff is on LACDA's properties.

### **7.4 Background and Security Investigations**

- 7.4.1 Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the LACDA in LACDA's sole discretion, shall undergo and pass a background investigation to the satisfaction of the LACDA as a

condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

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

7.4.3 The LACDA, 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 LACDA or whose background or conduct is incompatible with LACDA facility access.

7.4.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

7.5.1 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, the LACDA policies concerning information technology security and the protection of confidential records and information.



- 7.5.2 The Contractor shall indemnify, defend, and hold harmless the LACDA, 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 7.5, as determined by the LACDA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the LACDA. Notwithstanding the preceding sentence, the LACDA 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 LACDA with a full and adequate defense, as determined by the LACDA in its sole judgment, the LACDA 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 LACDA in doing so. 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 LACDA without LACDA's prior written approval.
- 7.5.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement", a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, Maximum Amount, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and Executive Director, or designee.
- 8.1.2 The LACDA's Board or Executive Director may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LACDA reserves the right to add and/or change such provisions as required by the LACDA's Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director.
- 8.1.3 The Executive Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - 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 Executive Director or designee.

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

- 8.2.1 The Contractor shall notify the LACDA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending acquisitions/mergers, then it should notify the LACDA of the actual acquisitions/mergers as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the LACDA consent shall require a written amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the LACDA in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, 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 without the LACDA'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, the LACDA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the LACDA's Board adopts, in any fiscal year, a LACDA Budget which provides for reductions in the salaries and benefits paid to the majority of the LACDA employees and imposes similar reductions with respect to LACDA Contracts, the LACDA 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 LACDA'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 Compliance with Applicable Laws**

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 Compliance with Civil Rights Laws**

8.6.1 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 the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.6.2 The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

8.6.3 The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

## **8.7 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/>) to which the LACDA requires compliance by the Contractor. The Contractor further acknowledges that the LACDA 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 LACDA'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 the Contract as well as civil liability.

## **8.8 Compliance with County's Zero Tolerance Policy on Human Trafficking**

8.8.1 The Contractor acknowledges that the LACDA has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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

8.8.3 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.

## **8.9 Compliance with Fair Chance Employment Practices**

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. 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 LACDA may, in its sole discretion, terminate the Contract.

## **8.10 Compliance with Jury Service Program**

### **8.10.1 Jury Service Program**

This Contract is subject to the provisions of the County 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 F –

Required Contract Provisions and incorporated by reference into and made a part of this Contract.

#### 8.10.2 Written Employee Jury Service Policy

- A. Unless the Contractor has demonstrated to the LACDA'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.
- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the LACDA or a subcontract with a Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the LACDA, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the LACDA under the Contract, the Subcontractor shall also be subject to the provisions

of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

- C. 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 LACDA 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 LACDA may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LACDA’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 Jury Service Program.
- D. The Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

## **8.11 Conflict of Interest**

8.11.1 No LACDA employee whose position with the LACDA 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 LACDA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the LACDA's approval or ongoing evaluation of such work.

8.11.2 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 LACDA. 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 subparagraph shall be a material breach of this Contract.

#### **8.12 Consideration of Hiring LACDA Employees Targeted for Layoff or Re-Employment List**

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

#### **8.13 Consideration of Hiring GAIN-START Participants**

8.13.1 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 ("DPSS") 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 LACDA 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](mailto:GAINSTART@DPSS.LACOUNTY.GOV) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

#### **8.14 Contractor's Acknowledgement of LACDA's Commitment to the Safely Surrendered Baby Law**

8.14.1 The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the LACDA's policy to encourage all LACDA contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F – Required Contract Provisions, 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 [www.babysafela.org](http://www.babysafela.org).

##### **8.14.2 Notice to Employees Regarding the Safely Surrendered Baby Law**

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 F – Required

Contract Provisions, Safely Surrendered Baby Law of this Contract.  
Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**8.15 Intentionally Omitted.**

**8.16 Contractor Responsibility and Debarment**

8.16.1 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 LACDA's policy to conduct business only with responsible Contractors.

8.16.2 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 LACDA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LACDA 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 LACDA contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the LACDA.

8.16.3 Non-Responsible Contractor

The LACDA may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the LACDA or a nonprofit corporation created by the LACDA, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the LACDA, any other public entity, or a nonprofit corporation created by the LACDA, 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 LACDA or any other public entity.

#### 8.16.4 Contractor Hearing Board

- A. If there is evidence that the Contractor may be subject to debarment, the LACDA 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.
- B. 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 LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- C. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- D. If a Contractor has been debarred for a period longer than five (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 LACDA 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 LACDA.

- E. 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.
- F. 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 Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the LACDA Contractors.

## **8.17 Contractor's Warranty of Adherence to LACDA's Child Support Compliance Program**

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

8.17.2 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).

## **8.18 Counterparts and Electronic Signatures**

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 other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

## **8.19 Damage to LACDA Facilities, Buildings or Grounds**

8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to LACDA 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.

8.19.2 If the Contractor fails to make timely repairs, the LACDA may make any necessary repairs. All costs incurred by the LACDA as determined by the LACDA, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.20 Employment Eligibility Verification**

8.20.1 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.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the LACDA, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the LACDA 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.

## **8.21 Executive Order 11246 and 11375, Equal Opportunity in Employment**

8.21.1 The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race,

color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

8.21.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.21.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

8.21.4 The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the LACDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.



8.21.5 In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8.21.6 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the LACDA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the LACDA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **8.22 Facsimile Representations**

The LACDA and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Amendments prepared pursuant to paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.23 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the LACDA 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 LACDA may be found jointly or solely liable.

### **8.24 Federal Lobbyist Requirements**

8.24.1 The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

8.24.2 The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

8.24.3 Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

### **8.25 Force Majeure**

8.25.1 The Parties agree that COVID-19 pandemic is not a force majeure event. 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, 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 sub-paragraph as "force majeure events").

8.25.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor 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 Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## **8.26 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 and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.27 Indemnification**

The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers (“LACDA 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 LACDA Indemnitees.

## **8.28 Independent Contractor Status**

8.28.1 This Contract is by and between the LACDA 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 LACDA 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.

8.28.2 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 LACDA 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.

8.28.3 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 LACDA. 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.

8.28.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.29 Liquidated Damages**

8.29.1 If, in the judgment of the Executive Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or 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 LACDA, will be forwarded to the Contractor by the Executive Director, or designee, in a written notice describing the reasons for said action.

8.29.2 If the Executive Director, or designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or 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 Executive Director, or 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 and 00/100 Dollars (\$100.00) per day per infraction, or as specified in the Performance Requirements Summary ("PRS") Chart, as defined

in Appendix B (Statement of Work Exhibits), hereunder, and that the Contractor shall be liable to the LACDA for liquidated damages in said amount. Said amount shall be deducted from the LACDA's payment to the Contractor; and/or

C. Upon giving five (5) days-notice to the Contractor for failure to correct the deficiencies, the LACDA may correct any and all deficiencies and the total costs incurred by the LACDA for completion of the work by an alternate source, whether it be LACDA forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the LACDA, as determined by the LACDA.

8.29.3 The action noted in sub-paragraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the LACDA cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This sub-paragraph shall not, in any manner, restrict or limit the LACDA's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.29.2, and shall not, in any manner, restrict or limit the LACDA's right to terminate this Contract as agreed to herein.

### **8.30 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the LACDA.

### **8.31 Nondiscrimination and Affirmative Action**

8.31.1 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.

8.31.2 The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.31.3 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.

8.31.4 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.

8.31.5 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.

8.31.6 The Contractor shall allow LACDA representatives access to the Contractor's employment records during regular business hours to

verify compliance with the provisions of Paragraph 8.31 when so requested by the LACDA.

8.31.7 If the LACDA finds that any provisions of this Paragraph 8.31 have been violated, such violation shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract. While the LACDA 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 LACDA that the Contractor has violated the anti-discrimination provisions of this Contract.

8.31.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the LACDA 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.

### **8.32 Non Exclusivity**

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

### **8.33 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.



#### **8.34 Notice of Disputes**

The Contractor shall bring to the attention of the LACDA's Project Manager any dispute between the LACDA and the Contractor regarding the performance of services as stated in this Contract. If the LACDA's Project Manager is not able to resolve the dispute, the Division Director, or designee shall resolve it.

#### **8.35 Notice to Employees Regarding the Federal Earned Income Credit**

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.

#### **8.36 Notices**

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 C - LACDA's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Division Director, or designee shall have the authority to issue all notices or demands required or permitted by the LACDA under this Contract.

#### **8.37 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the LACDA 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.

#### **8.38 Public Records Act**

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the LACDA's right to audit and inspect the

Contractor's documents, books, and accounting records pursuant Section 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation used for this Contract, become the exclusive property of the LACDA. 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 LACDA 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.

8.38.2 In the event the LACDA 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 bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the LACDA from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.39 Publicity**

8.39.1 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 LACDA shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- A. The Contractor shall develop all publicity material in a professional manner; and
- B. 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 LACDA without the prior written consent of the LACDA's Project Manager. The LACDA shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of the LACDA, indicate in its bids and sales materials that it has been awarded this Contract with the LACDA, provided that the requirements of this Section 8.39 shall apply.

#### **8.40 Quality Assurance Plan**

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

8.40.2 A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the LACDA in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

#### **8.41 Record Retention and Inspection/Audit Settlement**

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 LACDA, 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 LACDA during the term of this Contract and for a period of five (5) years thereafter unless the LACDA'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 LACDA's option, the Contractor shall pay the LACDA for travel, per diem, and other costs incurred by the LACDA to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 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 LACDA 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 LACDA shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.41 shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract.

8.41.3 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 LACDA conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the LACDA's dollar liability for any such work is less than payments made by the LACDA to the Contractor, then the difference shall be either: a) repaid by the Contractor to the LACDA by cash payment upon demand or b) at the sole option of the LACDA, deducted from any amounts due to the Contractor from the LACDA, whether under this Contract or otherwise. If such audit finds that the LACDA's dollar liability for such work is more than the payments made by the LACDA to the Contractor, then the difference shall be paid to the Contractor by the LACDA by cash payment, provided that in no event shall the LACDA's maximum obligation for this Contract exceed the funds appropriated by the LACDA for the purpose of this Contract.

**8.42 Recycled Bond Paper**

Consistent with the Board's 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.

**8.43 Intentionally Omitted**

**8.44 Subcontracting**

8.44.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the LACDA. Any attempt by the Contractor to subcontract without the prior consent of the LACDA may be deemed a material breach of this Contract.

8.44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the LACDA's request:

- A. A description of the work to be performed by the Subcontractor;
- B. A draft copy of the proposed subcontract; and
- C. Other pertinent information and/or certifications requested by the LACDA.

- 8.44.3 The Contractor shall indemnify and hold the LACDA 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.
- 8.44.4 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 LACDA's approval of the Contractor's proposed subcontract.
- 8.44.5 The LACDA's consent to subcontract shall not waive the LACDA'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 LACDA right.
- 8.44.6 The LACDA's Project Manager is authorized to act for and on behalf of the LACDA with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LACDA, Contractor shall forward a fully executed subcontract to the LACDA for their files.
- 8.44.7 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 LACDA's consent to subcontract.
- 8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LACDA from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the individual identified in Paragraph 8.36 - Notices before any Subcontractor employee may perform any work hereunder.

#### **8.45 Time Off For Voting**

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 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 Elections Code Section 14000.

#### **8.46 Validity**

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

#### **8.47 Waiver**

No waiver by the LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA 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 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.48 Warranty Against Contingent Fees**

8.48.1 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.

8.48.2 For breach of this warranty, the LACDA 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.

**8.49 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program**

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

8.49.2 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.

**8.50 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 "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 LACDA under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

**8.51 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 or the LACDA.

**9.0 INSURANCE**

Without limiting Contractor's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 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 LACDA 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.

**9.1 Insurance Coverage**

9.1.1 Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

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

9.1.2 Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$50,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

9.1.3 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.

## **9.2 Additional Unique Insurance Coverage**

9.2.1 Intentionally Omitted

9.2.2 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits appropriate to the Contractor's profession and not less than \$2 million per occurrence or 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.

9.2.3 Intentionally Omitted

9.2.4 Intentionally Omitted

9.2.5 Technology Professional Liability Errors & Omissions Insurance

Insurance appropriate to the Contractor's profession and work hereunder for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security, coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to

computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$1 million per occurrence and \$2 million aggregate. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the LACDA in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the LACDA may be endorsed onto the Contractor’s Cyber Liability Policy as covered property as follows:
  - b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the LACDA that will be in the care, custody, or control of Contractor.
  - c. The Insurance obligations under this agreement shall be the greater of (1) all the Insurance coverage and limits carried by or available to the Vendor; or (2) the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the LACDA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.
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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the LACDA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LACDA..

9.2.6 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$1 million per occurrence and \$2 million aggregate. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

9.2.7 Intentionally Omitted

**9.3 Certificate of Insurance Coverage:**

9.3.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured endorsement confirming the LACDA and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.

9.3.2 Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Contractor's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

9.3.3 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.

9.3.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

9.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying 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.

9.3.6 Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority  
Administrative Division/Procurement Unit  
700 West Main Street  
Alhambra, CA 91801  
Attention: Emily Tran, Procurement Analyst

#### **9.4 Notices of Injury or Damage or Destruction**

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

### **9.5 Additional Insured Status and Scope of Coverage**

The LACDA and its Agents shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the LACDA. The LACDA 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 LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **9.6 Cancellation of or Change to Maintain Insurance**

The Contractor shall provide the LACDA with, or Contractor's insurance policies shall contain a provision that the LACDA 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 LACDA 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 LACDA, upon which the LACDA may suspend or terminate this Contract.

### **9.7 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 LACDA immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The LACDA, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance,

and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

## **9.8 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 Contractor. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

## **9.9 Insurance Specifics**

### **9.9.1 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 LACDA 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.

### **9.9.2 Sub-Contractor Insurance Coverage Requirements**

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

### **9.9.3 Deductibles and Self-Insured Retentions (SIRs)**

The Contractor's policies shall not obligate the LACDA to pay any portion of any Contractor deductible or SIR. The LACDA retains the right to require the Contractor to reduce or eliminate policy

deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.9.4 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.

9.9.5 Application of Excess Liability Coverage

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

9.9.6 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.

9.9.7 Alternative Risk Financing Programs

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



### **9.10 LACDA Review and Approval of Insurance Requirements**

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

## **10.0 TERMINATION**

### **10.1 Termination for Convenience**

10.1.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA, 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 ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor shall:
- B. Stop work under this Contract on the date and to the extent specified in such notice, and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

10.1.2 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 8.41 - Record Retention and Inspection/Audit Settlement.

### **10.2 Termination for Default**

10.2.1 The LACDA may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the LACDA's Project Manager:

- A. Contractor has materially breached this Contract; or

- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the LACDA may authorize in writing) after receipt of written notice from the LACDA specifying such failure.

10.2.2 In the event that the LACDA terminates this Contract in whole or in part as provided in sub-paragraph 10.2.1, the LACDA may procure, upon such terms and in such manner as the LACDA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LACDA for any and all excess costs incurred by the LACDA, as determined by the LACDA, 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 sub-paragraph.

10.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 10.2.2 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 LACDA in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 sub-paragraph 10.2.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

10.2.4 If, after the LACDA has given notice of termination under the provisions of this Paragraph 10.2, it is determined by the LACDA that the Contractor was not in default under the provisions of this Paragraph 10.2, or that the default was excusable under the provisions of sub-paragraph 10.2.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 10.1 - Termination for Convenience.

10.2.5 The rights and remedies of the LACDA provided in this Paragraph 10.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **10.3 Termination for Improper Consideration**

10.3.1 The LACDA 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 LACDA 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 LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

10.3.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **10.4 Termination for Insolvency**

10.4.1 The LACDA may terminate this Contract forthwith in the event of the occurrence of any of the following:

- A. 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;
- B. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- C. The appointment of a Receiver or Trustee for the Contractor; or
- D. The execution by the Contractor of a general assignment for the benefit of creditors.

10.4.2 The rights and remedies of the LACDA provided in this Paragraph 10.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **10.5 Intentionally Omitted**

#### **10.6 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the LACDA shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LACDA's future fiscal years unless and

until the LACDA's Board appropriates funds for this LACDA in the LACDA'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 LACDA shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **11.0 SURVIVAL**

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.5	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.5	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.29	Liquidated Damages
Paragraph 8.36	Notices
Paragraph 8.41	Record Retention and Inspection-Audit Settlement
Paragraph 8.46	Validity
Paragraph 8.47	Waiver
Paragraph 8.51	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Paragraph 9.0	Insurance
Paragraph 10.1	Termination for Convenience
Paragraph 10.2	Termination for Default
Paragraph 11.0	Survival
Paragraph 12.1	Data Destruction
Paragraph 12.2	Ownership of Materials, Software and Copyright
Paragraph 12.3	Patent, Copyright and Trade Secret Indemnification

## **12.0 UNIQUE TERMS AND CONDITIONS**

### **12.1 Data Destruction**

- 12.1.1 Contractor(s) and vendor(s) that have maintained, processed, or stored the LACDA data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)
- 12.1.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the LACDA, or external to the LACDA's boundaries. The LACDA must receive within ten (10) business days, a signed document from Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- 12.1.3 The Vendor shall certify that any LACDA data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current

National Institute of Standard and Technology ("NIST") Special Publication SP-800-88, Guidelines for Media Sanitization. The Vendor shall provide the LACDA with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all LACDA data was destroyed and is unusable, unreadable, and/or undecipherable.

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

- 12.2.1 The LACDA shall be the sole owner of all right, title and interest, in and to all 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 LACDA 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.
- 12.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. LACDA 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.
- 12.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the LACDA's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

12.2.4 The LACDA will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LACDA agrees not to reproduce, distribute or disclose to non-LACDA or non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

12.2.5 Notwithstanding any other provision of this Contract, the LACDA will not be obligated to the Contractor in any way under Paragraph 11.2 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 11.2.3 or for any disclosure which the LACDA is required to make under any state or federal law or order of court.

12.2.6 All the rights and obligations of this Paragraph 11.2 shall survive the expiration or termination of this Contract.

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

12.3.1 The Contractor shall indemnify, hold harmless and defend the LACDA from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The LACDA shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

12.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the LACDA's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense,



and providing that the LACDA's continued use of the system is not materially impeded, shall either:

- A. Procure for the LACDA all rights to continued use of the questioned equipment, part, or software product; or
- B. Replace the questioned equipment, part, or software product with a non-questioned item; or
- C. Modify the questioned equipment, part, or software so that it is free of claims.

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

[Signatures on the following page]

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**SIGNATURES**

**IN WITNESS WHEREOF**, the LACDA and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

CONTRACTOR: MANIRE MANAGEMENT, INC.  
DBA COAST TO COAST CONFERENCES AND  
EVENTS

By \_\_\_\_\_  
Michelle Manire  
Founder & President

LOS ANGELES COUNTY DEVELOPMENT  
AUTHORITY

By \_\_\_\_\_  
Emilio Salas  
Executive Director

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

APPROVED AS TO PROGRAM:  
ADMINISTRATIVE SERVICES DIVISION

By \_\_\_\_\_  
Behnaz Tashakorian  
Principal Deputy County Counsel

By \_\_\_\_\_  
Kathy Thomas  
Chief of Operations

**EXHIBIT A**

**STATEMENT OF WORK**

# **STATEMENT OF WORK FOR VIRTUAL COMMUNITY MEETING PRODUCTION SERVICES**

## **1.0 SCOPE OF WORK**

The Los Angeles County Development Authority (LACDA) is the County's affordable housing and community development agency. The LACDA helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The LACDA maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

The LACDA is seeking a Production Services contractor for both in-person and web-based virtual community meetings, or a combination of both on an as needed basis.

## **2.0 GENERAL REQUIREMENTS**

- 2.1** The Contractor shall provide qualified personnel with 5 years of experience, within the last five years to perform all work in accordance with this Statement of Work.
- 2.2** The Contractor shall provide a qualified Project Manager with 5 years of experience, within the last five years to perform all work in accordance with this Statement of Work
- 2.3** The Contractor shall provide virtual conference meeting production services using a web-based platform located and performed in the United States.
- 2.4** The Contractor shall provide audio visual production services for in-person conference meeting services.
- 2.5** The Contractor shall have the ability to conduct hybrid meetings utilizing both virtual and in-person work requirements.
- 2.6** The Contractor shall provide a qualified Project Manager with a local office.
- 2.7** The Contractor shall insure work will be performed by qualified personnel and in accordance with industry standards and this Statement of Work.
- 2.8** The Contractor shall produce meetings as directed by the Contract Administrator or designee.
- 2.9** The Contractor shall assist with the promotion of the meetings at the direction of LACDA staff.
- 2.10** The Contractor shall provide translator personnel certified by the American

Translators Association for languages noted in Section 3.1.5, as applicable.

- 2.11** The Contractor shall provide interpreter personnel certified by the Judicial Council of California as Court Interpreters for languages noted in Section 3.2.4, as applicable.
- 2.12** The Contractor shall provide American Sign Language (ASL) interpreters with a National Certification with the Registry of Interpreters for the Deaf (RID).
- 2.13** The Contractor acknowledges that the proposed virtual community meeting production services shall be inclusive and accessible to all and the capacity to provide accommodations as needed in accordance and compliance with the Americans with Disabilities Act.

### **3.0 SPECIFIC WORK REQUIREMENTS**

#### **3.1 Virtual Production Services**

The Contractor shall provide a web-based platform with the following capabilities:

- 3.1.1** Support up to 1,000 simultaneous users.
- 3.1.2** Closed captioning.
- 3.1.3** Accept verbal and written questions from users.
- 3.1.4** Picture in picture capability for American Sign Language interpretation.
- 3.1.5** Simultaneous broadcasting on Facebook Live or other live broadcasting on social media (such as Instagram Live).
- 3.1.6** Chat box and/or Q&A interactivity for questions and comments with the presenter.
- 3.1.7** Add additional optional questions when people register for virtual meetings (related to demographics) for analytics purposes, in addition to their names and emails.
- 3.1.8** Allow interactivity with a game-based learning platform (such as WhoVa) with quiz, poll, word cloud, open-ended, multiple choice and true/false question capabilities, as well as Internet Clicker or similar.
- 3.1.9** Ability to mute/unmute speakers during the broadcast.
- 3.1.10** Prevent unauthorized access while the meeting is being conducted.
- 3.1.11** Accommodate up to six (6) interpreters to conduct simultaneous interpretation and provide the ability for multiple users to access their chosen language.

- 3.1.12** The Contractor shall launch the event registration two (2) weeks prior to the meeting dates, including confirmation emails, and at least two (2) mass email reminder messages to registrants.
- 3.1.13** The Contractor shall limit registrations to 1,000 participants.
- 3.1.14** The Contractor shall customize the branding and layout of screen visuals for the online events using LACDA-supplied graphics.
- 3.1.15** The Contractor shall train up to seven (7) presenters on the platform and provide written training materials seven (7) days prior to the meeting dates or as agreed upon.
- 3.1.16** The Contractor shall conduct a technical check with presenters two (2) weeks prior to meetings or as agreed upon.
- 3.1.17** The Contractor shall conduct full rehearsal with presenters five (5) days prior to meetings or as agreed upon.
- 3.1.18** The Contractor shall provide staff to assist speakers, registrants, and participants with technical support as needed during the meetings at least one (1) hour prior to the event.
- 3.1.19** The Contractor shall provide staff to monitor the transmission and security of the platform while the meetings are underway and prevent unauthorized participation.
- 3.1.20** The Contractor shall provide a recording of the complete broadcast.
- 3.1.21** The Contractor shall provide chat and Q&A transcripts of conversations. LACDA staff and the Contractor are responsible for reviewing the chatbox and Q&A interactivity for any questions and comments, ensuring the security and privacy of any information transmitted.
- 3.1.22** The Contractor shall provide attendee data and other analytics, including number of attendees, length of time on the transmission, and attendee email addresses.
- 3.1.23** The Contractor shall create separate videos of each translated language.
- 3.1.24** The Contractor shall provide each video in a MP4 video format as a download.
- 3.1.25** The Contractor shall complete tasks 3.1.20 through 3.1.25 within five (5) days of the event.

## **3.2 In-Person Meeting**

The Contractor shall provide audiovisual equipment and media services for in-person community meetings and the option to simultaneously broadcast/live stream the in-person meeting through a web-based platform. The in-person community meeting will take place at the LACDA Administrative Office located at 700 West Main Street, Alhambra, CA 91801 or other

locations within Los Angeles County as directed by the LACDA. Any audiovisual equipment will be delivered and set up at LACDA Administrative Office or other locations within Los Angeles County as directed by the LACDA.

**3.2.1** The Contractor shall provide and set-up the following equipment at the LACDA meeting location:

- Sound system with speakers, stands, microphones, & cabling
- LCD projector
- A minimum of two (2) tripod screens
- 34" Audio Visual (AV) cart with drape (if necessary)
- A minimum of two (2) wireless microphones for audience participation
- A minimum of six (6) microphones with stands for use by interpreters
- Translation System with a minimum of 75 receivers and ear buds, to transmit six (6) languages being spoken simultaneously (Cantonese, Mandarin, Korean, Spanish, Armenian, and Russian)
- A minimum of six (6) tabletop interpretation booths
- Video recording equipment (single camera and tripod)

**3.2.2** The Contractor may begin set-up beginning at 8:00 a.m. or as agreed upon time and shall complete setup of the equipment 45minutes prior to the start of the meeting and allow for testing the systems.

**3.2.3** The Contractor shall remove the equipment within one (1) hour of the end of the meeting.

**3.2.4** The Contractor shall secure exposed cables to prevent tripping or electric shock hazards.

**3.2.5** The Contractor shall provide onsite technical support as needed during the meeting to ensure equipment is functional.

**3.2.6** The Contractor shall record the event on digital media and provide the media to LACDA staff upon request.

**3.2.7** The Contractor shall provide staff to monitor the transmission and security via the web-based platform while the meetings are underway and prevent unauthorized participation.

### **3.3 Hybrid Meeting**

The Contractor shall provide the services as described in Sections 3.1. and 3.2 for hybrid meeting that is both virtual and in-person.

### **3.4 Meeting Duration**

The Contractor shall perform community meetings with a duration of approximately two (2) hours each meeting.

### **3.5 Translation Services**

The Contractor shall provide translated services with plain language, the highest degree of accuracy, and overall translation quality that meet the following requirements, but shall not be limited to:

- 3.5.1** The Contractor shall translate English language documents into the listed in Attachment 1, List of Translation and Interpretation Languages.
- 3.5.2** The Contractor shall prepare the final translated document as professional and authentic as the original.
- 3.5.3** The Contractor shall ensure the format of the final translated document is delivered as stated in Section 4.4 Assignment Request and Procedures of this Statement of Work.
- 3.5.4** The Contractor shall use the latest software such as Microsoft Word, Microsoft Excel, Adobe Acrobat, and Corel 13, and other similar software.
- 3.5.5** The Contractor shall transmit all documents via email and/or hard copy, as specified in Section 4.4 Assignment Request and Procedures of this Statement of Work when issued by the LACDA.
- 3.5.6** The Contractor shall archive all translated documents in electronic form for a minimum of three (3) years following the termination of the Contract.
- 3.5.7** The Contractor shall respond to a Rush Request within 24 hours.
- 3.5.8** The Contractor shall not use any translated documentation (information, documents, marketing materials and flyers) for his/her benefit. The LACDA is the sole copywrite holder of all English and translated documentation for the specified translation services described within this Statement of Work.

### **3.6 Simultaneous Interpretation Services**

The Contractor shall provide simultaneous interpretation services with the highest degree of accuracy, and overall interpretation quality that meets the following requirements, but shall not be limited to:

- 3.6.1** The Contractor shall provide Interpreters using American Sign Language, as well as languages listed in Exhibit 1.
- 3.6.2** The Contractor shall provide interpretation services throughout the County of Los Angeles.



- 3.6.3** The Contractor shall provide ASL interpreters with a National Certification with the Registry of Interpreters for the Deaf (RID).
- 3.6.4** The Contractor shall provide ASL and Signed Exact English (SEE) sign language interpreters that accurately interpret from English to ASL and ASL to English.
- 3.6.5** The Contractor shall assign interpreters who shall be dressed and groomed appropriately for each event.
- 3.6.6** The Contractor shall assign interpreters who carry a current Judicial Council issued identification card and a photo ID when at every interpreting event.
- 3.6.7** Assigned interpreters for virtual meetings shall be trained to use Interpretify software or similar.
- 3.6.8** The Contractor shall provide 72 hours' notice if an interpreter is unavailable.

### **3.7 Subcontracting for Translation and Interpretation Services**

The Contractor may subcontract translation and interpretation services as outlined in the section 3.5 and 3.6 of this statement of work if necessary. The Contractor shall be fully accountable for the quality and availability of the translation and interpretation services provided by the subcontractor. The Contractor must ensure that the subcontracted services meet the agreed-upon standards and are seamlessly integrated into the project flow without compromising quality or reliability.

### **3.8 Telephone Interpretation Services**

The Contractor shall provide telephone interpretation services and meet the requirements stated in Section 3.6 in this Statement of Work, as applicable.

### **3.9 Video Remote Interpretation**

Video Remote Interpretation services shall be via a computer with (monitor/television) with the following hardware capability and compatibility:

- Windows Desktop
  - Windows 10, 8.1, 8, 7 with IE 11, Vista, or XP SP3 with IE 8 or higher,
  - 1 GHz processor minimum,
  - 512MB or more RAM,
  - DirectX v9.0 or higher,
  - Webcam,
  - Microphone/Speaker,
  - Internet connection for the desktop, and
  - Email address to receive the Skype link.
- Mac Laptop
  - Mac OS X 10.9 or higher,
  - 1 GHz Intel processor (Core 2 Duo) or higher,

- 512MB or more RAM,
- QuickTime,
- Webcam,
- Microphone/Speaker,
- Internet connection for the laptop, and
- Email address to receive the Skype link.

### **3.10 Other Production Services**

The Contract shall provide other and/or additional production services as requested by the LACDA. All other and/or additional production services shall be negotiated by the Contractor and LACDA in advance and writing. Failure of the Contractor to obtain prior written approval for any additional production services shall be grounds for no payment to the Contractor.

## **4.0 RESPONSIBILITIES**

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

### **LACDA**

#### **4.1 LACDA Contract Administrator**

- 4.1.1** The LACDA Contract Administrator or designee will be the point of contact with the Contractor throughout the preparation of the virtual event, during the broadcast of the webinar, and after the event, including receipt transcripts and event recordings.
- 4.1.2** The LACDA Contract Administrator shall prepare amendments to the Contract in accordance with Section 8.1 – Amendments in the Contract.

#### **4.2 LACDA Assistance**

- 4.2.1** The LACDA Contract Administrator and a LACDA Information Technology Staff Member will communicate with the Contractor's Project Manager and Technical Engineer to prepare and maintain connectivity before and during the event.
- 4.2.2** The LACDA Information Technology Staff Member will ensure compatibility with the Contractor's platform and LACDA computer systems by allowing access through firewalls and changing permissions for internet connections.
- 4.2.3** The LACDA Contract Administrator shall provide LACDA-approved digital graphics to the Contractor.

#### **4.3 Conference Phone/Skype Link**

- 4.3.1** The LACDA shall provide a conference phone with good (i.e., LAN) connection for the Contractor to call in to provide phone interpretation services in section 3.3.3 of this statement of work.
- 4.3.2** The LACDA shall email a Skype link to connect to the LACDA internet connection to provide video remote interpretation services in section 3.7

of this statement of work.

#### **4.4 Assignment Request and Procedures**

The LACDA shall provide the following information for each assignment request:

- Description of assignment
  - Translation/Interpretation type
  - Language(s) to be used
  - Format requirements
  - Delivery preference
  - Any other requirements
- Assignment due date and time
- Address of assignment, if applicable
- Dress and groom attire, if applicable
- LACDA staff contact information

The LACDA shall assess penalties in accordance with Attachment 2 if assignment request due date and time is not adhered to.

#### **4.5 Service Cancellation Notification**

The LACDA may cancel any type of translation or interpretation assignment request with a 48-hour advance notice to the Contractor without any penalty to the LACDA. Should the LACDA cancel any assignment request with less than a 48-hour notice, the Contractor shall have the right to charge the LACDA in accordance with the cancellation fees noted in the Exhibit B-1 Fee Schedule in the Contract.

### **Contractor**

#### **4.6 Project Manager**

**4.6.1** Contractor's Project Manager shall act as a central point of contact with the LACDA and shall have full authority to act for the Contractor on all matters relating to the daily tasks specified in Section 3.0 – Specific Work Requirements in this Statement of Work. Project Manager shall be able to effectively communicate, in English, both orally and in writing.

**4.6.2** The Contractor shall provide a telephone number where the Project Manager may be reached during standard business hours, as well as on scheduled meeting dates.

#### **4.7 Assigned Staff**

The Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee shall be authorized to act for the Contractor in every detail and must speak and understand English.

#### **4.8 Proposal**

The Contractor shall submit a proposal for each assignment request to the LACDA which shall contain the following information:

- Type of assignment requested.
- Person requesting the service.
- The assignment due date and time.
- Dress and groom attire, if applicable.
- Total assignment cost, in accordance with Exhibit B-1 Fee Schedule; and
- The proposal must be approved by the LACDA via email before services are performed.

#### **4.9 Staff Identification**

The Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor’s Staff Identification, of the Contract.

#### **4.10 Material and Equipment**

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

#### **4.11 Training**

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

#### **4.12 Contractor’s Office**

The Contractor shall maintain an office with a telephone in the company’s name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor’s performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. 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.**

## **5.0 HOURS / DAYS OF WORK**

The LACDA office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The LACDA offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar E. Chavez Day
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Note: Holidays that fall on a Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

## **6.0 INTENTIONALLY OMITTED.**

## **7.0 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the LACDA a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the LACDA for review. The Plan shall include, but not be limited to the following:

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

## **8.0 QUALITY ASSURANCE PLAN**

As specified in this Section 8.0 (Quality Assurance Plan) of the Contract, the LACDA will evaluate the Contractor's performance under this Contract and the Plan, specified in 7.0 of this Statement of Work, using the following quality assurance procedures:

## **8.1 Performance Requirements Summary (Attachment 2)**

The LACDA shall use a Performance Requirements Summary (PRS) chart, Attachment 2, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified.
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance.
- The fees/deductions to be assessed for each service that is not satisfactory.

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

When the Contractor's performance does not conform to the requirements of this Contract, the LACDA will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the LACDA. In the Plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within 10 days shall constitute authorization for the LACDA to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the LACDA, shall be credited to the LACDA on the Contractor's future invoice.

This section does not preclude the LACDA's right to terminate the contract upon 30 days' written notice with or without cause, as provided for in the Contract, Paragraph 10.1 (Termination for Convenience).

**8.2 Periodic Performance Reviews (Attachment 2)**

The LACDA will conduct periodic reviews to evaluate the Contractor's performance.

**8.3 Contract Deficiency Notice**

The LACDA will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the LACDA and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the LACDA will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the LACDA within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the LACDA within 10 workdays.

**8.4 LACDA Observations**

In addition to divisional contracting staff, other LACDA 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.

**9.0 ADDITION/DELETION OF SERVICES**

The LACDA reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the LACDA and the Contractor.

## ATTACHMENT 1 - LIST OF TRANSLATION AND INTERPRETATION LANGUAGES

The Contractor shall provide translators and interpreters in the following languages for the services outlined in Sections 3.5, 3.6, 3.8, and 3.9:

1 Spanish (Mexican and Mexican American regional dialect)
2 Russian
3 Korean
4 Chinese (Simplified)
5 Chinese (Traditional)
6 Vietnamese
7 Armenian
8 Tagalog
9 Dutch
10 Japanese
11 Cambodian (Khmer)
12 Arabic
13 Farsi
14 Dari
15 Samoan
16 German
17 Italian
18 Portuguese
19 Haitian
20 Ukrainian
20 Thai
22 Lao
23 Swahili



**ATTACHMENT 2  
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<b>3.1</b> Provide virtual meeting platform with required capabilities and services.	100% completion of required services.	Observation	Denial of invoice line items until satisfactory remediation.
<b>3.2.</b> Provide in-person meeting audio visual equipment and media services.	100% completion of required services.	Observation	Reduction of line items to \$0 if not provided.
<b>3.3</b> Provide hybrid meeting services for both virtual and in-person meetings	100% completion of required services.	Observation	Reduction of line items to \$0 if not provided.
<b>3.4</b> Provide translation services in accordance with Section 3.4.	Completion of accurate translations within the agreed upon deadlines.	Review of translated documents and submission within the agreed upon deadlines.	Fifty percent (50%) reduction of invoice amount for incomplete or inaccurate translations; and fifty percent (50%) reduction of invoice for assignments submitted more than three (3) days after agreed upon deadline. Denial of invoice for translations submitted five (5) days after deadline.
<b>3.5</b> Provide simultaneous interpretation services in accordance with Section 3.5.	Provision of accurate interpretation services.	Observation	Denial of invoice for incomplete or inaccurate interpretations. If the contractor fails to provide 72 hours' notice of unavailability, the contractor will be penalized the cost of replacing from another vendor.

**ATTACHMENT 3**

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**

**Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of LACDA Representative

\_\_\_\_\_

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**LACDA EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY ACTIONS:** \_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

LACDA Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## ATTACHMENT 4 INFORMATION AND PRIVACY SECURITY REQUIREMENTS

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

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

### DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **LACDA Information:** all Data and Information belonging to the LACDA.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of LACDA policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the LACDA’s information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

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

## INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of the LACDA Information in the Contractor's possession or control.
  - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of the LACDA Information.
  - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of the LACDA Information.
  - Protect against accidental loss or destruction of, or damage to, the LACDA Information; and
  - Safeguard the LACDA Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including

the LACDA Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

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

## **PROPERTY RIGHTS TO THE LACDA INFORMATION**

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

## **CONTRACTOR'S USE OF LACDA INFORMATION**

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

## **SHARING LACDA INFORMATION AND DATA**

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

## CONFIDENTIALITY

- a. **Confidentiality of the LACDA Information.** The Contractor agrees that all the LACDA Information is Confidential and proprietary to the LACDA regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".
- b. **Disclosure of the LACDA Information.** The Contractor may disclose the LACDA Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using the LACDA Information for any other purpose without the prior express written approval of the LACDA's contract administrator in consultation with the LACDA's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose the LACDA Information, the Contractor shall notify the LACDA's contract administrator immediately and prior to any such disclosure, to provide the LACDA an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter the LACDA Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any the LACDA NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the LACDA regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the LACDA within seven (7) calendar days. If an individual makes a request directly to the Contractor involving the LACDA Information, the Contractor shall notify the LACDA within five (5) calendar days and the LACDA will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding the LACDA Information, the Contractor shall notify the LACDA as described in Section 0 SECURITY AND PRIVACY INCIDENTS, and the LACDA will coordinate an appropriate response.
- e. **Retention of LACDA Information.** The Contractor shall not retain any the LACDA Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## CONTRACTOR EMPLOYEES

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

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

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

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

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of the LACDA Information:** The proper identification, storage, transfer, archiving, and destruction of the LACDA Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 0b. Privacy Program.

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

### **SUBCONTRACTORS AND THIRD PARTIES**

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

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

### **STORAGE AND TRANSMISSION OF LACDA INFORMATION**

All the LACDA Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store the LACDA Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the LACDA's Chief Information Security Officer.

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

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

### **RETURN OR DESTRUCTION OF LACDA INFORMATION**

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

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

## **PHYSICAL AND ENVIRONMENTAL SECURITY**

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

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

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

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 0 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of the LACDA Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer the LACDA Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 0 STORAGE AND TRANSMISSION OF LACDA INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 0 STORAGE AND TRANSMISSION OF LACDA INFORMATION.



## ACCESS CONTROL

Subject to and without limiting the requirements under Section 0 STORAGE AND TRANSMISSION OF LACDA INFORMATION, the LACDA Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the LACDA Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 0 STORAGE AND TRANSMISSION OF LACDA INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the LACDA's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls.
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging.
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to the LACDA Information is removed in a timely manner.
- d. Applications will include access control to limit user access to the LACDA Information and application system functions.
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 0 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 0 STORAGE AND TRANSMISSION OF LACDA INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all the LACDA Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 0 STORAGE AND TRANSMISSION OF LACDA INFORMATION.

## SECURITY AND PRIVACY INCIDENTS

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

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

### **County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

### **Chief Information Security Officer:**

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

### **Chief Privacy Officer:**

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

### **Departmental Information Security Officer:**

Cesar Delgado  
Departmental Information Security Officer

700 W. Main Street  
Alhambra, CA 91801  
(626) 586-1707  
Cesar.Delgado@lacda.org

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

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

#### **NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of the LACDA Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the LACDA, and therefore, that upon any such breach, the LACDA will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 0 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the LACDA.

#### **AUDIT AND INSPECTION**

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

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit

results and any corrective action documentation to the LACDA promptly upon its completion at the LACDA's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any the LACDA Information, the Contractor shall promptly provide the LACDA with copies of the same upon the LACDA's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the LACDA pursuant to this Section shall be provided at no additional charge to the LACDA.

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

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

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

## **CYBER LIABILITY INSURANCE**

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

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$1M** per occurrence and **\$2M** in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of the LACDA Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the LACDA as an additional insured to its cyber liability insurance policy and provide to the LACDA certificates of insurance evidencing the foregoing upon the LACDA's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **PRIVACY AND SECURITY INDEMNIFICATION**

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

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

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

## ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to the LACDA a non-exclusive, non-transferable worldwide the LACDA license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the LACDA to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing the LACDA Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the LACDA's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 0 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the LACDA for any claims, losses, or damages arising out of the LACDA's inability to use the SaaS consistent with the Contract and Section 0 PRIVACY AND SECURITY INDEMNIFICATION.

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

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

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

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

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the LACDA provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the LACDA shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the LACDA. If the Contractor fails to abide by the obligations in this section, the LACDA reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of LACDA Information:** The Contractor warrants and represents that it shall store and process the LACDA Information only in the continental United States and that at no time will the LACDA Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with the LACDA's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide the LACDA with the current audit certifications upon request.

- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify the LACDA of the proposed subcontractor(s) and the purposes for which they may be engaged

at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the LACDA's Contract Administrator.

- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide the LACDA with a complete, portable, and secure copy of all the LACDA Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by the LACDA upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to the LACDA, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor.
  - ii. Providing reasonable training to the LACDA staff or a successor in the performance of the SaaS being performed by the Contractor.
  - iii. Using its best efforts to assist and make available to the LACDA any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

**EXHIBIT B**

**FEE SCHEDULE**

**FEE SCHEDULE  
FOR  
VIRTUAL COMMUNITY MEETING PRODUCTION SERVICES**

The Contractor shall provide Virtual Community Meeting Production Services on an as-needed basis to the LACDA in accordance with Exhibit A, Statement of Work, including complying with the General Conditions. The cost associated with performing complete these services shall include but not be limited, to all labor, equipment, materials, Information Technology (IT) support materials, administrative labor, overhead, profit, and any other associated fees to complete the service.

<b>SECTION I: VIRTUAL COMMUNITY MEETING PRODUCTION SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION OF SERVICES</b>	<b>PER MEETING COST<sup>1</sup></b>
1.	<b>Virtual Production Services</b> (in accordance with Section 3.1 of the Statement of Work)	\$40,950
2.	<b>In-Person Meeting</b> (in accordance with Section 3.2 of the Statement of Work)	\$40,950
3.	<b>Hybrid Meeting</b> (in accordance with Section 3.3 of the Statement of Work)	\$40,950

**SECTION II: TRANSLATION AND INTERPRETATION SERVICES**

**I. TRANSLATION SERVICES**

The Contractor shall provide translation services in accordance with the Section 3.5 of the Exhibit A-Statement of Work.

<b>ITEM</b>	<b>LANGUAGE</b>	<b>COST PER WORD<sup>2</sup></b>
1.	Spanish (Mexican and Mexican American regional dialect)	\$0.16-\$0.25
2	Russian	\$0.22-\$0.32

<sup>1</sup> The "Per Meeting Cost" shall be used to pay the Contractor regardless of the number of the meeting performed by the Contractor, unless the cost is revised through a Contract Amendment and executed by both the Contractor and the LACDA.

<sup>2</sup> The Translation price range varies based on the content and file type. The higher price range will apply to PowerPoints, flyers, PDF documents, non-editable images and special software.



3	Korean	\$0.22-\$0.32
4.	Chinese (Simplified)	\$0.22-\$0.32
5.	Chinese (Traditional)	\$0.22-\$0.32
6.	Vietnamese	\$0.22-\$0.32
7.	Armenian	\$0.22-\$0.32
8.	Tagalog	\$0.25-\$0.40
9.	Dutch	\$0.22-\$0.32
10.	Japanese	\$0.25-\$0.35
11.	Cambodian (Khmer)	\$0.35-\$0.49
12	Arabic	\$0.22-\$0.32
13.	Farsi	\$0.25-\$0.35
14.	Dari	\$0.30-\$0.40
15.	Samoan	\$0.25-\$0.35
16.	German	\$0.22-\$0.32
17.	Italian	\$0.20-\$0.29
18.	Portuguese	\$0.25-\$0.35
19.	Haitian	\$0.30-\$0.40
20.	Ukrainian	\$0.22-\$0.32
21.	Thai	\$0.25-\$0.40
22.	Lao	\$0.35-\$0.45
23.	Swahili	\$0.30-\$0.40
24.	24 Hour Rush Service Request	20%
25.	Translation Minimum Charge	\$85-\$125
26.	Formatting Fee (Vary depending on the complexity of the layout and formatting)	\$50-\$75 per hour

## II. SIMULTANEOUS INTERPRETATION SERVICES

The Contractor shall provide simultaneous interpretation services in accordance with the Section 3.6 and 3.7 of the Exhibit A-Statement of Work.

ITEM	LANGUAGE	MINIMUM HOURS	NO.	HOURLY RATE
1.	Spanish (Mexican and Mexican American regional dialect)	3		\$150
2	Russian	3		\$180
3	Korean	3		\$175
4.	Chinese (Simplified)	3		\$175
5.	Chinese (Traditional)	3		\$175
6.	Vietnamese	3		\$180
7.	Armenian	3		\$165
8.	Tagalog	3		\$200
9.	Dutch	3		\$200
10.	Japanese	3		\$200
11.	Cambodian (Khmer)	3		\$200
12	Arabic	3		\$200
13.	Farsi	3		\$200
14.	Dari	3		\$200
15.	Samoan	3		\$200
16.	German	3		\$200
17.	Italian	3		\$175
18.	Portuguese	3		\$200
19.	Haitian	3		\$200
20.	Ukrainian	3		\$200
21.	Thai	3		\$200
22.	Lao	3		\$200
23.	Swahili	3		\$200

### III. VIDEO REMOTE INTERPRETATION SERVICES

The Contractor shall provide simultaneous interpretation services in accordance with the Section 3.9 of the Exhibit A-Statement of Work.

ITEM	LANGUAGE	MINIMUM MINUTES	PER MINUTE RATE
1.	Spanish (Mexican and Mexican American regional dialect)	180	\$2.50
2.	Russian	180	\$2.75
3.	Korean	180	\$2.75
4.	Chinese (Simplified)	180	\$2.75
5.	Chinese (Traditional)	180	\$2.75
6.	Vietnamese	180	\$2.75
7.	Armenian	180	\$2.75
8.	Tagalog	180	\$2.75
9.	Dutch	180	\$2.75
10.	Japanese	180	\$2.75
11.	Cambodian (Khmer)	180	\$2.75
12.	Arabic	180	\$2.75
13.	Farsi	180	\$2.75
14.	Dari	180	\$2.75
15.	Samoan	180	\$2.75
16.	German	180	\$2.75
17.	Italian	180	\$2.50
18.	Portuguese	180	\$2.75
19.	Haitian	180	\$2.75
20.	Ukrainian	180	\$2.75
21.	Thai	180	\$2.75
22.	Lao	180	\$2.75
23.	Swahili	180	\$2.75

#### IV. AMERICAN SIGN LANGUAGE SERVICES

ITEM	LANGUAGE	MINIMUM NO. HOURS	PER HOUR RATE
1.	In-Person Sign Language: American Sign Language (ASL)	3	\$150
2.	In-Person Sign Language: Signed Exact English (SEE)	N/A	N/A
3.	Video Remote Sign Language: American Sign Language (ASL)	3	\$135
4.	Video Remote Sign Language: Signed Exact English (SEE)	N/A	N/A

#### V. EQUIPMENT

ITEM	ITEMS	COST <sup>345</sup>
1.	Portable Simultaneous Transmitter with Microphone (For in-person only per language)	\$100 each
2.	Portable Simultaneous Receivers with Headsets (5 receivers minimum up to 25)	\$10 each
3.	Portable Simultaneous Receivers with Headsets (26 receivers or more)	\$7.50 each
4.	Tabletop Booth with Hybrid Connections Per Language (Up to 5 booths)	\$399 each
5.	Tabletop Booth with Hybrid Connection Per Language (6 or more)	\$350 each
6.	Technician – Half Day (0-5 hours)	\$400 each

<sup>3</sup> For tabletop booth set up, a technician should be scheduled at least two hours in advance for each booth. If multiple booths are required, the Contractor may need a full day to set them up the day before the event. The fee and number of technicians required will depend on when the Contractor can access the conference room for set up and the total number of booths needed. Both the fee and the number of technicians shall be approved by the LACDA in advance in writing.

<sup>4</sup> The Contractor shall set up laptops with transmitters at the site of the hybrid event. The interpreters will use the Contractor's setup to provide interpretation during the event.

<sup>5</sup> Two interpreters are required per language in situation where events exceed one hour.

7.	Technician – Full Day (5-10 hours)	\$800 each
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**VI. OTHER COMMUNITY MEETING PRODUCTION SERVICES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>
1.	Other Virtual Community Meeting Production Services in accordance with Section 3.10 of the Statement of Work approved by the LACDA in writing and in advance.	Negotiate between the LACDA and the Contractor and approved by the LACDA in writing and in advance

# **EXHIBIT C**

## **LACDA'S ADMINISTRATION**

# LACDA'S ADMINISTRATION

**SERVICES:** Virtual Community Meeting Production Services

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## LACDA PROJECT DIRECTOR:

Name: Linda Jenkins  
Title: Director  
Address: 700 West Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1765 Facsimile: N/A  
E-Mail Address: Linda.Jenkins@lacda.org

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## LACDA PROJECT MANAGER:

Name: Micah Chen  
Title: Manager  
Address: 700 West Main Street  
Alhambra, CA 91801  
Telephone: (626) 313-5933 Facsimile: N/A  
E-Mail Address: Micah.Chen@lacda.org

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Name: Rita Reyes-Acosta  
Title: Supervisor  
Address: 700 West Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1821 Facsimile: N/A  
E-Mail Address: Rita.Reyes-Acosta@lacda.org

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Name: Emily Codilla  
Title: Analyst  
Address: 700 West Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1854 Facsimile: N/A  
E-Mail Address: Emily.Codilla@lacda.org

Name: Raymond White  
Title: Analyst  
Address: 700 West Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1756 Facsimile: N/A  
E-Mail Address: Raymond.White@lacda.org

**LACDA CONTRACT ADMINISTRATOR:**

Name: Emily Tran  
Title: Procurement Analyst  
Address: 700 West Main Street,  
Alhambra, Ca 91801  
Telephone: (626) 586-1681 Facsimile: N/A  
E-Mail Address: [Emily.Tran@lacda.org](mailto:Emily.Tran@lacda.org)



# **EXHIBIT D**

## **CONTRACTOR'S ADMINISTRATION**

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** Manire Management, Inc  
**SERVICES:** Virtual Conference Production Services

### CONTRACTOR'S PROJECT MANAGER

**Name:** Michelle Manire  
**Title:** Founder & President  
**Address:** 1 World Trade Center, Suite 80, Long Beach, CA 90831  
**Telephone:** 562-980-7566 **Facsimile:** \_\_\_\_\_  
**E-Mail Address:** michelle@ctcconferences.com

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

**Name:** Calli France  
**Title:** Chief of Staff  
**Address:** 1 World Trade Center, Suite 80, Long Beach, CA 90831  
**Telephone:** 213-926-5742 **Facsimile:** \_\_\_\_\_  
**E-Mail Address:** calli@ctcconferences.com

**Name:** Manuel Estrada  
**Title:** Event Coordinator  
**Address:** 1 World Trade Center, Suite 80, Long Beach, CA 90831  
**Telephone:** 562-980-7566 **Facsimile:** \_\_\_\_\_  
**E-Mail Address:** manny@ctcconferences.com

### Notices to Contractor shall be sent to the following:

**Name:** Michelle Manire  
**Title:** Founder & President  
**Address:** 1 World Trade Center, Suite 80, Long Beach, CA 90831  
**Telephone:** 562-980-7566 **Facsimile:** \_\_\_\_\_  
**E-Mail Address:** michelle@ctcconferences.com

# **EXHIBIT E**

## **REQUIRED CONTRACT FORMS AND CERTIFICATIONS**

**RFQ/IFB/RFP/RFSQ  
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Los Angeles County Development Authority's (LACDA) solicitation for this contract/purchase order/Invitation for Bid/Request for Proposal or Request for Statement of Qualifications is subject to the LACDA's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the LACDA will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

<b>Company Name:</b> Manire Management, Inc		
<b>Company Address:</b> 1 World Trade Center, Suite 800		
<b>City:</b> Long Beach	<b>State:</b> CA	<b>Zip Code:</b> 90831
<b>Telephone Number:</b> 562-980-7566		
<b>Solicitation For (Type of Goods or Services):</b> Virtual, In-Person, Hybrid Conference Production Services		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the LACDA will exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, 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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II - Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

<b>Print Name:</b> Michelle Manire	<b>Title:</b> Founder & President
<b>Signature:</b> <i>Michelle Manire</i>	<b>Date:</b> 7/19/2024

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT  
HIRING PRACTICES CERTIFICATION**

Company Name: Manire Management, Inc		
Company Address: 1 World Trade Center, Suite 800		
City: Long Beach	State: CA	Zip Code: 90831
Telephone Number: 562-980-7566	Email address: michelle@ctconferences.com	
Solicitation/Contract for <u>Virtual, In-Person, Hybrid Conference Production</u> Services		

**BIDDER/PROPOSER (CONTRACTOR) CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Proposer (Contractor) acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Bidder/Proposer (Contractor) and staff performing work under the Contract will be in compliance. Bidder/Proposer (Contractor) further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any quote/bid/proposal, or termination of any resultant Contract, at the sole judgment of the Los Angeles County Development Authority (LACDA).

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Michelle Manire	Title: Founder & President
Signature: <i>Michelle Manire</i>	Date: 7/19/2024

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
CERTIFICATION OF COMPLIANCE**

Company Name: Manire Management, Inc		
Company Address: 1 World Trade Center, Suite 800		
City: Long Beach	State: CA	Zip Code: 90831
Telephone Number: 562-980-7566	Email address: michelle@ctconferences.com	
Solicitation/Contract For: <u>Virtual, In-person, hybrid conference prod</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County's 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. The following exemption applies to my contract:

- Mandated by federal or state law or a condition of federal or state program;
- The purchase is made through a state or federal contract;
- The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- Sole source provider with exclusive and proprietary rights to services or goods;
- Emergency services provider for services or goods;
- Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- Required to comply with the laws of the United States or California, which are inconsistent with this program.

*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: Michelle Manire	Title: President & Founder
Signature: <i>Michelle Manire</i>	Date: 7/19/2024

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Manire Management, Inc

\_\_\_\_\_  
Vendor's Name

1 World Trade Center, Suite 800, Long Beach, CA  
90831

\_\_\_\_\_  
Address

33-0614193

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

### GENERAL

The Contractor 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, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

### VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Michelle Manire

Founder & President

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

Signature: Michelle Manire Date: 7/19/2024

**FEDERAL LOBBYIST REQUIREMENTS  
CERTIFICATION**

Name of Firm: Manire Management, Inc Date: 7/19/2024  
 Address: 1 World Trade Center, Suite 800, Long Beach  
 State: CA Zip Code: 90831 Phone No. : 562-980-7566

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Los Angeles County Development Authority:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:  
 Name: Michelle Manire Title: President & Founder  
 Signature: Michelle Manire Date: 7/19/2024



**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/START PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/START participants or shall attest to a willingness to consider GAIN/START participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/START participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Bidders/Proposers unable to meet this requirement shall not be considered for contract award.**

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

- A. Bidder/Proposer has a proven record of hiring GAIN/START participants.  
 YES (subject to verification by Los Angeles County Development Authority)  NO
  
- B. Bidder/Proposer is willing to consider GAIN/START participants for any future employment openings if the GAIN/START participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/START participants.  
 YES  NO
  
- C. Bidder/Proposer is willing to provide employed GAIN/START participants access to its employee-mentoring program, if available.  
 YES  NO  N/A (Program not available)

Bidder/Proposer Organization: Manire Management, Inc.

Signature: *Michelle Manire*

Print Name: Michelle Manire

Title: President & Founder Date: 7/19/2024

Tel.#: 562-980-7566 Fax #: \_\_\_\_\_

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

<b>Company Name:</b> Manire Management, Inc		
<b>Company Address:</b> 1 World Trade Center, Suite 800		
<b>City:</b> Long Beach	<b>State:</b> CA	<b>Zip Code:</b> 90831
<b>Telephone Number:</b> 562-980-7566	<b>Email address:</b> michelle@ctconferences.com	
<b>Solicitation Name:</b> Virtual Conference Production Services		

### BIDDER/PROPOSER CERTIFICATION

The Los Angeles County Development Authority (LACDA) has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Bidder/Proposer acknowledges and certifies compliance with Section 54. (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that bidder/proposer or a member of his staff performing work under the proposed Contract will be in compliance. The Bidder/Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid/proposal, or cancellation of any resultant Contract, at the sole judgment of the LACDA.

**I declare under penalty of perjury the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

<b>Print Name:</b> Michelle Manire	<b>Title:</b> President & Founder
<b>Signature:</b> <i>Michelle Manire</i>	<b>Date:</b> 7/19/2024

## **REQUIRED FORMS – EXHIBIT 9**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

**REQUIRED FORMS – EXHIBIT 9**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

*Complete each section below. State “none” if applicable.*

**A. COMPANY OR APPLICANT INFORMATION**

- 1) Declarant Company or Applicant Name:  
Manire Management, Inc.
  - a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: None
  - b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: Coast to Coast Conferences & Events
  - 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:  
Michelle Manire, Founder & President

**[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):  
Manire Management, Inc.
  - b) Subsidiaries:  
None
  - c) Related Business Entities:  
None
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.  
  
Michelle Manire
- 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.  
  
Manire Management, Inc.

**REQUIRED FORMS – EXHIBIT 9**

**CONTRIBUTION AND AGENT DECLARATION FORM**

- 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.)*

None

- 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.

Not a 501 © (3) non-profit organization.

**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

<b>Date</b> (contribution solicited, or directed)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>

occurrence, including the date.

No contribution

\*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.

<b>Date</b> (contribution made)	<b>Name</b> (of the contributor)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

\*Please attach an additional page, if necessary.

No contribution

**REQUIRED FORMS – EXHIBIT 9**

**CONTRIBUTION AND AGENT DECLARATION FORM**

**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 0 additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, Michelle Manire (Authorized Representative), on behalf of Manire Management, Inc.(Declarant Company), at which I am employed as Founder & President (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 bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**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.

*Michelle Manire*

August 28, 2024

Signature

Date

**REQUIRED FORMS – EXHIBIT 9**

**CONTRIBUTION AND AGENT DECLARATION FORM**

**INDIVIDUAL BIDDERS OR APPLICANTS**

I, Michelle Manire, 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 bid/proposal 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.

*Michelle Manire*

August 28, 2024

Signature

Date

# **EXHIBIT F**

## **REQUIRED CONTRACT PROVISIONS**



# CONTRACTOR EMPLOYEE JURY SERVICE

## LOS ANGELES COUNTY CODE CHAPTER 2.203

### 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, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more 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.
- 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 which 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 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)

### **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 which, 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)

## **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.)

### **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;
  - 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.)



## Notice 1015

(Rev. December 2018)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://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?

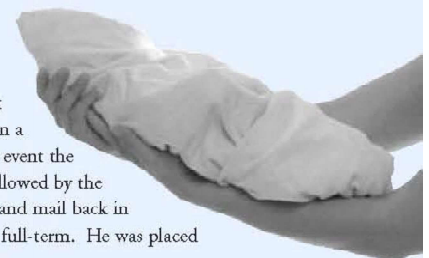
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### 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](http://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 Angeles. 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 Angeles 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.





## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Contractor / Individual Debarred	Debarment Start Date	Debarment End Date	Principal Owners and/or Affiliates
A&A Construction Supplies	3/4/2024	Permanent Debarment	Nicole Salazar
April Warren (an individual)	3/23/2021	Permanent Debarment	
Arrowhead Emancipation Program, Inc.	7/8/2008	Permanent Debarment	Irma F. Reed and Charlene Williams
Charlene Williams (an individual)	7/8/2008	Permanent Debarment	
Inline Valve Sales	8/6/2019	Permanent Debarment	Luis Morales
Irma F. Reed (an individual)	7/8/2008	Permanent Debarment	
Jason K. Winicki (an individual)	12/3/2018	Permanent Debarment	
Jason K. Winicki dba World Industrial Products and/or dba World Industrial Products and Supplies, World IPS Joelle W., Inc. dba World Industrial Products and Supplies	12/3/2018	Permanent Debarment	Jason K. Winicki and Joelle Winicki
Joelle Winicki (an individual)	12/3/2018	Permanent Debarment	
Juan Ordorica (an individual)	3/4/2024	Permanent Debarment	
L&N Construction Supply	3/4/2024	Permanent Debarment	Nicole Salazar Yolanda Berumen
LAC Equipment Rental, LLC	3/4/2024	Permanent Debarment	
Lea Salazar (an individual and dba Unlimited Construction Supplies)	3/4/2024	Permanent Debarment	
Lemont Deshawn Davis (an individual)	3/23/2021	Permanent Debarment	
Lisa Naslund (an individual)	3/4/2024	Permanent Debarment	
Luis Cenicerros, Jr. (an individual)	3/4/2024	Permanent Debarment	
Luis Morales (an individual)	8/6/2019	Permanent Debarment	
Mercedes Juanice Noble (an individual)	3/23/2021	Permanent Debarment	

Contractor / Individual Debarred	Debarment Start Date	Debarment End Date	Principal Owners and/or Affiliates
Nicole Salazar (an individual, dba L&N Construction Supply, and dba A&A Construction Supplies)	3/4/2024	Permanent Debarment	
Turmont Home for Boys	3/23/2021	Permanent Debarment	Ms. April Warren, Mr. Lemont Deshawn Davis, Ms. Mercedes Juanice Noble, Ms. Renee Roberts, and Mr. Victor Milton Bradley
Unlimited Construction Supplies	3/4/2024	Permanent Debarment	Lea Salazar
Yolanda Berumen (an individual and dba L&N Construction Supply)	3/4/2024	Permanent Debarment	

# **EXHIBIT G**

## **REQUIRED FORMS AT THE TIME OF CONTRACT EXECUTION**

# LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

## CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

### **GENERAL INFORMATION:**

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

### **CONTRACTOR ACKNOWLEDGEMENT:**

The 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 the Contractor's sole responsibility. The Contractor understands and agrees that the Contractor's Staff must rely exclusively upon the Contractor for payment of salary and any and all other benefits payable by virtue of the Contractor's Staff's performance of work under the referenced contract.

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

### **CONFIDENTIALITY AGREEMENT:**

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

The Contractor and the 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 Los Angeles County Development Authority. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to LACDA's Project Manager.



The Contractor and the 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 LACDA, design concepts, algorithms, programs, formats, documentation, the Contractor proprietary information and all other original materials produced, created, or provided to the Contractor and the Contractor's Staff under the above-referenced contract. The Contractor and the Contractor's Staff agree to protect these confidential materials against disclosure to other than the Contractor or LACDA employees who have a need to know the information. The Contractor and the Contractor's Staff agree that if proprietary information supplied by other LACDA vendors is provided to me during this employment, the Contractor and the Contractor's Staff shall keep such information confidential.

The Contractor and the 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 the Contractor and the Contractor's Staff become aware.

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

### **COPYRIGHT ASSIGNMENT AGREEMENT**

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

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

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

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Type of Service (Contract)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **EXHIBIT H**

## **SERVICE LEVEL AND WARRANTY AGREEMENT**

## EXHIBIT H SERVICE LEVEL AND WARRANTY AGREEMENT

### 1. General

This Service Level and Warranty Agreement – Exhibit H sets forth the scope of Backup Solution Software and Hardware Services under the SOW (Appendix A), and Contractor’s service level commitment regarding, the maintenance, operational support, hosting and monitoring of the Solution, including, but not limited to, service levels consisting of Maintenance Services, Support Services, correction of Deficiencies, warranties and LACDA’s remedies for Contractor’s failure to meet the service level commitment specified herein. Capitalized terms used in this Appendix without definition shall have the meanings given to such terms in the Contract.

### 2. Scope of Services

#### 2.1 **Description**

Contractor shall provide service levels relating to Solution Maintenance specified in the Contract and this Appendix, as more fully described below. Solution Maintenance shall include Maintenance Services and Support Services. Solution Maintenance shall commence upon Go-Live of the Solution and shall continue for the term of the Agreement.

#### 2.2 **Definitions**

Most of the terms are defined in the Definitions section. Some terms are referenced within the Exhibit K documents and described within the specific section.

“**Available**” means the services shall be available for access and use by the LACDA.

“**Business Hours**” shall mean 7:00 a.m. to 6:00 p.m. Pacific Time (PT) Monday through Friday except for LACDA approved holidays.

“**Critical Deficiency**” shall mean a Deficiency of Priority Level 1, as further described in Section 5.2.2 (Problem Correction Priorities).

“**Customer Support**” shall have the meaning specified in Section 4.1 (Scope of Support).

“**Days of Operation**” shall mean 365/366 days per year, 6:00 a.m. to 9:00 p.m. Pacific Time (PT), excluding LACDA recognized holidays and “Scheduled Downtime”.

“**Disabling Device**” shall the meaning specified in Section 6.1 (General Warranties).

“**Disaster**” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to invoke the Disaster Recovery Plan.

**“Disaster Recovery”** shall mean and refer to Contractor’s obligations described in Section 4.5 (“Backup and Disaster Recovery”).

**“Disaster Recovery Plan”** shall have the meaning specified in Section 4.5 (Backup and Disaster Recovery).

**“Downtime”** shall mean the period of time when the Solution or any Solution component is unavailable, including Unscheduled Downtime and Scheduled Downtime.

**“Low Deficiency”** shall mean a Deficiency of Priority Level 4, as further described in Section 5.2.2 (Problem Correction Priorities).

**“Maintenance Services”** shall mean any goods or services provided under this Agreement for maintaining the Solution, including but not limited to updates, corrections, enhancements and other Updates to the Solution, interfaces, data extractions, Solution availability, data security and reports, as further specified in Section 3 (Maintenance Services).

**“Major Deficiency”** shall mean a Deficiency of Priority Level 1 or Priority Level 2, as further described in Section 5.2.2 (Problem Correction Priorities).

**“Moderate Deficiency”** shall mean a Deficiency of Priority Level 3, as further described in Section 5.2.2 (Problem Correction Priorities).

**“Off-Business Hours”** shall mean all hours that are not Business Hours or Scheduled Downtime.

**“Peak Period”** shall mean the combined times of 10:00 a.m. to 12:00 p.m. and 2:00 p.m. to 4:00 p.m. Pacific Time (PT) Monday through Friday except for LACDA approved holidays.

**“Priority Level”** shall mean the applicable Deficiency severity level for correcting Deficiencies, as described in Section 5.2 (Resolution of Deficiencies).

**“Response Time”** shall mean the time elapsed for a transaction within the hosted gateway.

**“Response Time Baseline”** shall mean the LACDA specified baseline for Response Time, as further described in this Appendix.

**“Response Time Deficiency”** shall mean Solution not responding within the prescribed Response Time Baseline, as further described in Section 6.3 (Solution Performance Requirements).

**“Scheduled Downtime”** shall mean that the Solution cannot be accessed due to Solution scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Section 3.2 (Scheduled Downtime).

**“Service Credits”** shall mean credits or any other form of discount to be applied to the applicable Maintenance Fees for Contractor’s failure to timely correct Deficiencies as specified in this Appendix.

**“Service Level Agreement”; “SLA”** shall mean and refer to Contractor’s service level commitment regarding Solution Maintenance as required by the Agreement and this Appendix, including but not limited to Maintenance Services, Support Services and warranties specified herein.

**“Severe Deficiency”** shall mean a Deficiency of Priority Level 2, as further described in Section 5.2.2 (Problem Correction Priorities).

**“Support Hours”** shall have the meaning specified in Section 4.2 (Customer Support).

**“Support Services”** shall mean any goods or services provided under this Agreement in support of the Solution, including but not limited to updates, corrections, enhancements, customer support, interfaces, data extractions, Solution availability, data security, reports and any applicable regulatory compliance, as further specified in Section 4 (Support Services).

**“Solution Availability”** shall mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the Total Monthly Time and thereafter dividing the difference so obtained by the Total Monthly Time.

**“Solution Availability Deficiency”** shall mean the Solution not meeting any of the Solution Availability requirements as specified in this Appendix.

**“Solution Performance”** shall mean the performance of the Solution with respect to Response Time, Solution Availability and Disaster Recovery.

**“Solution Performance Deficiency”** shall mean Solution not meeting any of the Solution Performance Requirements as specified in Section 6.3 (Solution Performance Requirements).

**“Solution Performance Requirements”** shall mean the requirements for Solution Performance, including Section 6.3 (Solution Performance Requirements).

**“Total Monthly Time”** shall mean all minutes in the Days of Operation for a calendar month, excluding Scheduled Downtime.

**“Unscheduled Downtime”** shall have the meaning specified in Section 7.2 (Service Credits).

### **3. Maintenance Services**

As part of Solution Maintenance, Contractor shall provide maintenance of the Solution including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Section 3.

#### **3.1 Solution Maintenance**

##### **3.1.1 Application Software**

Contractor shall provide Software Updates to the Solution Software to keep current with Contractor’s hosting technology standards, industry standards, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the Solution Requirements and as provided to Contractor’s general customer base, all in accordance with this Appendix and in coordination with LACDA’s Project Manager. By definition, such Software Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the Solution Software, including Application Software.

Without limiting any other provisions of this Agreement, including, without limitation, this Appendix, Software Updates to the Application Software shall be provided to LACDA at least twice every year, unless otherwise agreed to by the LACDA and Contractor.

Contractor shall notify the LACDA of all Software Updates to the Solution Software prior to the anticipated installation date thereof. Contractor's provision and installation of such Software Updates to the Solution Software shall be at no additional cost to The LACDA beyond any applicable Maintenance Fees. Any Software Updates necessary to remedy security problems in the Solution Software (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Contractor's knowledge of such problems. The LACDA shall also be notified in writing within five (5) calendar days of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the Solution, subject to the provisions of Paragraph 7.5 (Confidentiality) of the Required Contract.

### **3.1.2 Server Software**

As part of Maintenance Services, Contractor shall also provide maintenance of the Server Software that is part of the Server Environment for the Solution, including but not limited to operating software, database software and other software installed in the Server Environment that is not Application Software. Contractor shall update, upgrade or replace these Server Software components during the term of the Agreement to comply with the Solution Requirements and the warranties specified in this Agreement and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Agreement.

Contractor shall provide Software Updates to the Server Software to keep current with Contractor's hosting technology standards, industry standards, Software Updates to the Application Software and other Application Modifications, all in coordination with the LACDA's Project Manager.

### **3.1.3 Third Party Products**

Maintenance Services additionally include maintaining compatibility of the Solution Software with any Third Party Products that may be acquired by The LACDA under this Agreement as Optional Work, including Third Party Software and Additional Hardware. Prior to the installation of any Third Party Product, or any update thereto, Contractor shall test and ensure such Third Party Product's compatibility with the then current version of the Solution Software. Contractor shall all ensure that the Solution Software is compatible with the required or critical updates to Third Party Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

Notwithstanding the foregoing, any Third Party Application that may be incorporated by Contractor into the Application Software shall be subject to the same Solution Maintenance obligations and requirements as the Application Software components that are owned by, or are proprietary to, Contractor.

#### **3.1.4 Server Hardware**

As part of Maintenance Services, Contractor shall provide maintenance of the Server Hardware components surrounding the Solution Software, including but not limited to all equipment and networking components and other Hardware Upgrades at no additional cost to The LACDA beyond the applicable Maintenance Fees. Contractor shall repair, upgrade or replace these Server Hardware components during the term of the Agreement to comply with the Solution Requirements and the warranties specified in this Agreement and to support, and be compatible with, the Solution Software including any Application Modifications provided by Contractor under the Agreement.

#### **3.1.5 Client Environment**

As part of Maintenance Services, Contractor shall, during the term of the Agreement, maintain the Solution's compatibility with the LACDA's Client Environment by providing, among others, Software Updates to the Solution Software and Hardware Upgrades to the Solution Hardware.

### **3.2 Scheduled Downtime**

Unless agreed to otherwise in advance by the LACDA and Contractor, Contractor shall provide all Maintenance Services, including installation of Updates, during Scheduled Downtime.

For the purpose of this Appendix, Scheduled Downtime shall occur on Sundays between the hours of 3:00 p.m. and 9:00 p.m. Pacific Time (PT). Contractor may change the Scheduled Downtime window by notifying the LACDA at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by the LACDA's Project Manager. Any Downtime outside of the above window of time without such prior notice and the LACDA's Project Manager's approval shall be considered Unscheduled Downtime and shall entitle the LACDA to remedies as specified in this Appendix. Notwithstanding the foregoing, Contractor may request Solution Downtime for the provision of an emergency correction to the Solution. Such Downtime shall be deemed Scheduled Downtime, provided that it has been approved by the LACDA's Project Manager.

## **4. Support Services**

### **4.1 Scope of Support**

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems

reported and correcting Deficiencies as specified in this Appendix. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all Solution problems by maintaining a Solution for customer support (“Customer Support”). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Section 5 (“Correction of Deficiencies”) to ensure that the Solution operates in accordance with the Specifications, including Solution Requirements, warranties and other requirements under the Agreement. Requests for Customer Support will be submitted by the LACDA’s technical support via telephone and/or Contractor’s web-based trouble ticketing Solution. In the event that the Contractor’s web-based trouble ticketing Solution is not available to the LACDA, the LACDA may use email or any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to the LACDA’s Project Manager within the applicable required period specified in Section 5.2.2 (“Problem Correction Priorities”) depending on the Priority Level of the Deficiency.

#### **4.2 Customer Support**

Contractor’s Customer Support service level requirements shall also include but not be limited to those listed below:

1. LACDA designated technical support staff that provides First Level Support shall have access to Contractor’s Customer Support through the methods outlined in this Appendix.
2. The LACDA shall have access to Contractor’s Customer Support through the Web-based trouble ticketing Solution or telephone. The trouble ticketing Solution shall provide for the LACDA a simple method to submit, track and update issues that require escalation to Contractor’s Customer Support. The authorized LACDA contacts will each receive an account and training on the ticketing Solution.
3. Contractor shall provide a telephone number for the LACDA staff to call during normal Business Hours. This telephone number shall be managed by an automated Solution to quickly connect the LACDA staff with the appropriate Customer Support personnel.
4. Contractor’s automated Solution shall include the functionality of leaving detailed voice mails describing the issues. The voice mails must be responded to within 24 to 48 hours (excluding weekends and holidays).
5. Priority Levels for the Deficiencies shall be assigned according to definitions specified in Section 5.2.2 (“Problem Correction Priorities”).
6. Contractor shall respond within the period specified in Section 5.2.2 (Problem Correction Priorities) depending on the Priority Level of the Deficiency.
7. Contractor’s Customer Support shall made be available to the LACDA between 8 a.m. and 5 p.m. Pacific Time (PT), Monday through Friday, excluding LACDA observed holidays (“Support Hours”).



8. Contractor's Customer Support shall work with the LACDA's Project Manager and the LACDA's technical support staff on correcting Deficiencies and keep such LACDA personnel informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated and the requirements of this Appendix are met.
9. Contractor shall triage and update submitted Deficiencies and requests to have the priority, description, type, version and other elements of each case modified by Customer Support based on the severity and business impact. The cases may be downgraded or upgraded in priority, and Contractor shall work with the LACDA to ensure that the case is diagnosed properly. In the event of any issues regarding a case, the parties may invoke the Dispute Resolution Procedure as defined in the Contract.
10. Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Section 5 (Correction of Deficiencies).
11. Enhancement suggestions to the Solution shall be submitted using Contractor's Customer Support ticketing Solution. Contractor shall conduct a preliminary evaluation within thirty (30) days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

#### **4.3 Solution Extraction**

As part of Support Services, Contractor shall be responsible for the LACDA's access to the Solution from the Solution to the LACDA's Data Store. The access method shall be direct mirror access, unless otherwise elected by the LACDA, Solution extraction shall be highly automated. Failure to deliver the Solution extraction as required more frequently than specified by extract option table below shall be deemed at a minimum a Priority Level 2 Deficiency. Solution extraction shall be performed by Contractor at no additional cost beyond the applicable Maintenance Fees.

Extract Option Table

LACDA Selected Data Extraction Option	Priority Level 2 Deficiency for Failure to Deliver at Required Frequency
Daily	Once per Week
Weekly	Once per Month
Monthly	Once per Quarter (3 months)
Direct mirrored Access	Once per Week

#### **4.4 Response Time Monitoring**

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide the LACDA with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by the LACDA, Contractor shall provide the LACDA with reports and/or download that data along with all

applicable documentation that may be necessary for the LACDA to independently monitor the Response Time of the Solution.

#### **4.5 Backup and Disaster Recovery**

As part of Support Services, Contractor shall also be responsible for Disaster Recovery services and submission of a formal plan for Disaster Recovery (“Disaster Recovery Plan” – See section 9 of this Appendix)

Contractor or the LACDA may declare an event a Disaster. Upon occurrence of a Disaster, Contractor shall provide the services outlined in the Disaster Recovery Plan. Contractor shall be subject to the following service level requirements as part of Disaster Recovery, which shall be contained in and are incorporated into the Disaster Recovery Plan:

1. Contractor shall have complete responsibility for restoration of the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with the LACDA about the outage and steps taken to restore the Solution.
3. Contractor shall be required to make a declaration of a Disaster and invoke the Disaster Recovery Plan within twelve (12) hours from the disruption of the Production Environment or precipitating event.
4. Contractor shall restore the Solution to a point no greater than twenty-four (24) hours prior to the declaration of the Disaster by the LACDA or Contractor.
5. the LACDA shall be able to logon to the Disaster Recovery site within forty-eight (48) hours of the declaration of the Disaster by the LACDA or Contractor.
6. Contractor shall have at a minimum 50% capacity within forty-eight (48) hours and 100% capacity within ninety-six (96) hours of the declaration of the Disaster by the LACDA or Contractor.
7. Contractor’s failure to make a declaration of a Disaster within twelve (12) hours shall result in the incident and deemed Unscheduled Downtime.

### **5. Correction of Deficiencies**

#### **5.1 Identification of Deficiencies**

The Deficiencies under this Agreement may be identified either as a result of Contractor’s use of its own monitoring Solution or discovered by the LACDA. Upon discovery of a Deficiency by the LACDA, the LACDA will report the Deficiency to Contractor’s Customer Support for resolution in accordance with this Appendix.

The Priority Level of a Deficiency shall be assigned according to the Priority Level definition set forth in Section 5.2.2 (Problem Correction Priorities). Based on Contractor’s proposed solution and/or workaround(s) for the Deficiency, the LACDA may reevaluate and escalate or downgrade the Priority Level of the Deficiency pursuant to Section 5.2.4 (“Priority Level Adjustment”).

## **5.2 Resolution of Deficiencies**

### **5.2.1 Uptime Service Level**

Contractor will make the services available continuously, as measured over the course of each calendar month period, an average of 99.99% of the time, excluding unavailability as a result of exceptions, as defined below (the “availability percentage”). “Available” means the services shall be available for access and use by the LACDA.

For purposes of calculating the availability percentage, the following are “Exceptions” to the service level requirement, and the Services shall not be considered Un-Available , if any inaccessibility is due to: (1) LACDA’s acts or omissions; (2) LACDA’s Internet connectivity limitations; and (3) Contractors’ regularly scheduled downtime.

### **5.2.2 Problem Correction Priorities**

The LACDA shall assign the Priority Level to each Deficiency reported by the LACDA to Contractor’s Customer Support. Contractor shall assign Priority Levels to Deficiencies discovered by its own problem monitoring Solution. Following report of a Deficiency from the LACDA, Contractor shall respond back to the LACDA’s within the prescribed “Response Timeframe” specified below and resolve each such Deficiency within the specified “Resolution Time”. Resolution Time for correction of Deficiencies shall start tolling when the LACDA first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor’s Customer Support, and shall end when the LACDA determines that the Deficiency has been resolved.

Priority Level	Description of Deficiency	Response Timeframe	Resolution Time
<b>1 - Critical</b>	Solution is down, practically down (e.g., Response Time is at or over four (4) times the agreed upon Response Time Baseline) or does not function at all, as determined by the LACDA. There is no way to circumvent the problem; a significant number of the LACDA users are affected. A production business Solution is inoperable.	One (1) Business Hour	One (1) Business Day
<b>2 – Severe</b>	A component of the Solution is not performing in accordance with the Specifications (e.g., Response Time is at two (2) or three (3) times the agreed upon Response Time Baseline), creating significant the LACDA business impact, or its core functionality is not available, as determined by the LACDA. OR (i) There is a Minimum Requirement that is not being met or (ii) mandatory reporting is inaccurate.	Four (4) Business Hours  OR  One (1) Business Day	Two (2) Business Days  OR  Two (2) weeks

	Resolution Time for these two Severe Deficiencies may be extended at the sole discretion of the LACDA.		
<b>3 – Moderate</b>	A component of the Solution is not performing in accordance with the Specifications; there are unexpected results, moderate or minor operational impact, as determined by the LACDA.	One (1) Business Day	Two (2) weeks
<b>4 – Low</b>	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Solution Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the LACDA.	Two (2) Business Days	Next Version Release or 6 months unless otherwise agreed to by the LACDA and Contractor

### 5.2.3 Problem Resolution Process

For any Deficiency reported by the LACDA or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Priority Level 1 or Priority Level 2 Deficiency. The LACDA and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a workaround.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Priority Level 1 through Priority Level 3.

In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide the LACDA with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by the LACDA's Project Manager. The parties will jointly cooperate during this period of time.

#### **5.2.4 Priority Level Adjustment**

The LACDA may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. A Deficiency may also be escalated by the LACDA if the Deficiency persists or re-occurs, as determined by the LACDA's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 5.2.2 (Problem Correction Priorities). Contractor may not downgrade a Priority Level without the consent of the LACDA's Project Manager. Contractor may not "close" or "inactivate" a trouble ticket or Deficiency report without the consent of the LACDA's Project Manager. Contractor may request a special exception to the above timeline where there are extenuating circumstances, with the decision for extension made at the discretion of the LACDA's Project Manager.

If a workaround may be provided by Contractor for a Deficiency, the LACDA may elect to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, The LACDA will be able to escalate the Priority Level back to the Original Priority Level or higher, as provided herein.

## **6. Warranties**

### **6.1 General Warranties**

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including Appendix B (Statement of Work) and this Appendix.
2. All Solution components shall interface and be compatible with each other; and the Solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
3. Unless specified otherwise herein, the Solution shall be free from any and all material Deficiencies.

4. The Solution Maintenance service levels shall not degrade during the term of the Agreement.
5. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Solution or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of the LACDA’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to the LACDA or any User or which could alter, destroy, or inhibit the use of the Solution or any component, or the data contained therein (collectively referred to for purposes of this Appendix as “Disabling Device(s)”), which could block access to or prevent the use of the Solution or any component by the LACDA or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to the LACDA under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.
6. In addition, Contractor shall prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

## **6.2 Solution Warranties**

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. All Solution components shall interface and be compatible with each other.
2. The Solution shall be fully compatible with the rest of the Solution components and any enhancements or upgrades shall be backward compatible with the LACDA’s standard browser(s) and operating Solution version(s) operated on the LACDA workstations.
3. The Solution, including the Solution, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including without limitation the Solution Requirements and the Specifications.

### 6.3 **Solution Performance Requirements**

Contractor represents, warrants, covenants and agrees that the Solution shall meet the Solution Performance Requirements within Contractor's control, including but not limited to those relating to Response Time and Solution Availability, as further specified in this Appendix. All Solution Performance Deficiencies shall be deemed at a minimum Priority Level 2 for the purpose of the correction of Deficiencies and other LACDA remedies. The Solution shall be subject to the Solution Performance Requirements specified below.

<b>Solution Performance Category</b>	<b>Solution Performance Requirement</b>
Solution Availability	Ninety-nine point ninety-nine percent (99.99%)
Response Time	Response Time Baseline(s) shall be determined in accordance with Subtask 7.1 (Establish Response Time Baseline and Method) of Appendix B (Statement of Work)
Disaster Recovery	Pursuant to the provisions and requirements of Section 4.5 (Backup and Disaster Recovery).

The following criteria shall be applied with regards to Solution Performance Requirements:

1. Solution Availability shall be calculated as follows:  
$$\text{Solution Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}$$
2. Response Time shall be established using the LACDA required and Contractor supplied Response Time measurement method, which is a component of the Solution. Response Time Baselines shall apply to all three (3) periods of Response Time measurement: Peak Period, Business Hours and Off-Business Hours.
3. Response Time measurement shall be calculated using a simple average method for each of the three (3) periods of Response Time measurement as provided below.
4. If the average Response Time is greater than the Response Time Baseline for any six (6) periods within a calendar month, The LACDA shall notify Contractor using the Customer Support trouble ticketing Solution.
5. Contractor shall keep the LACDA informed of the progress of the Response Time problem with the objective of providing a solution as quickly as possible.
6. Contractor will not be responsible for performance within the Los Angeles network (LANET).



## 7. Remedies

### 7.1 General

Credits shall accrue for Unscheduled Downtime, including Contractor's failure to meet the Solution Availability requirements and/or Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this Appendix, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the Solution has a Major Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

### 7.2 Service Credits

Without limiting any other rights and remedies available to the LACDA, either pursuant to this Agreement, by law or in equity, the LACDA shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided below, subject to the Dispute Resolution Procedure. Service Credits will not be assessed for Scheduled Downtime.

LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME	SERVICE CREDITS
1 to 4 hours	1 day of Service Credits equal to 1/30th of Monthly Fees
4 to 48 hours	2 days of Service Credits equal to 1/15th of Monthly Fees
48 to 96 hours	5 days of Service Credits equal to 1/6th of Monthly Fees
Each additional block of 96 hours thereafter	Additional 5 days of Service Credits equal to 1/6th of Monthly Fees

Service Credits shall be calculated separately for each applicable incident of a Deficiency and shall be added up to be assessed at the end of each month of Solution Maintenance. Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from the LACDA's payment due to Contractor.

### 7.3 Solution Response Time Deficiencies

A Response Time Deficiency that fits the definition of a Major Deficiency as a Priority Level 1 or Priority Level 2 shall be deemed to cause Unscheduled Downtime and shall entitle the LACDA to assess Service Credits as provided in Section 7.2 (Service Credits) above. In addition, the Solution shall be deemed to be experiencing Unscheduled Downtime after thirty (30) days of any Response Time Deficiency unresolved by Contractor, entitling the LACDA to assess Service Credits.

**8. WITHHOLDING OF SERVICES**

Contractor warrants that during the Term of the Agreement it will not withhold Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Agreement , except as may be specifically authorized herein.

**9. DISASTER RECOVERY PLAN**

Contractor shall maintain and implement disaster recovery and avoidance procedures to ensure that the Services are not interrupted during any disaster. Contractor shall provide the LACDA with a copy of its current disaster recovery plan and all updates thereto during the Term. All requirements of this Agreement, including those relating to security, personnel due diligence, and training, shall apply to the Contractor disaster recovery site.

**10. RESPONSE TIME SERVICE LEVEL**

The average download time for each page of the services, including all content contained therein, shall be within the lesser of (a) 0.5 seconds of the weekly Keynote Business 40 Internet Performance Index (KB40) or (b) two seconds. In the event the KB40 is discontinued, a successor index (such as average download times for all other customers of the Contractor) may be mutually agreed upon by the parties.

**11. OEM SPECIFICATIONS**

All furnished parts and work performed under the Required Contract shall meet or exceed Original Equipment Manufacturer (OEM) specifications and shall meet all local, state, and federal laws, regulations and statutes governing such work.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	12/4/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	CEO	
<b>SUBJECT</b>	Resolving the Impasse by means of imposition of terms and conditions for BU 702	
<b>PROGRAM</b>	CEO Employee Relations	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No -- Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Resolving this issue would allow BU 702 members to receive COLAs from 2022-2025 bargaining period, which they have not received due to impasse. Also resolution allows them to realign bargaining cycle with other County units.	
<b>COST &amp; FUNDING</b>	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation: This is essentially stands in place of a labor MOU costs and funding sources vary	
<b>PURPOSE OF REQUEST</b>	Request for Board of Supervisors to adopt recommendation to impose terms and conditions of employment for members of BU 702, Supervising Deputy Probation Officers.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The parties were unable to reach agreement for an MOU for the period of 2022-2025. BU 702 refused to accept language giving Probation the ability move staff based on operational needs. Required impasse resolution procedures were held, including fact-finding, resulting in a favorable fact-finders recommendation. With Board approval, the County can impose the terms of its Last Best and Final. This would give BU 702 benefits similar to other Units, while also making the critical transfer language the status quo from which future bargaining would begin.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Julie Dixon-Silva, Senior Manager CEO; <a href="mailto:jdsilva@ceo.lacounty.gov">jdsilva@ceo.lacounty.gov</a> ; 213 974-0470	

**BOARD OF  
SUPERVISORS**

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District



**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, California 90012

Dear Supervisors:

**CONSIDERATION OF RESOLVING THE IMPASSE BY MEANS OF IMPOSITION OF TERMS AND  
CONDITIONS OF EMPLOYMENT FOR THE JOINT COUNCIL OF SUPERVISING DEPUTY  
PROBATION OFFICERS BARGAINING UNIT 702  
(ALL DISTRICTS)  
(4-VOTES)**

**SUBJECT**

Resolve the negotiations impasse by imposition of terms and conditions of employment as articulated in the County's Last, Best, and Final Offer for the Bargaining Unit (BU) 702 represented by The Joint Council of Supervising Deputy Probation Officers (SDPO).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the imposition of terms and conditions, including classification changes, as contained in the County's Last Best and Final Offer for a period not to exceed one year from implementation regarding the following Bargaining Unit: 702 – Supervising Deputy Probation Officers.
2. Instruct the Auditor-Controller to make all the payroll system changes necessary to implement the recommendations contained herein.

**ALTERNATIVE ACTIONS**

1. Not impose the Last, Best, and Final Offer. This would result in maintaining the status quo as to all terms and conditions as they existed in 2022. That means no retroactive salary increases, but also means that the department could not reassign staff based on operational needs.

2. Order the parties to return to the negotiations table and continue bargaining in a further attempt to reach an agreement.

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

### **BACKGROUND**

Beginning in 2022 and continuing until November 2023, the County and BU 702 engaged in negotiations for a successor Memoranda of Understanding (MOU) covering the period from 2022-2025. The parties also engaged in negotiations over proposed changes to the SDPO class specification. However, despite numerous good faith negotiations, and the County issuing its Last, Best, and Final Offer, the parties were unable to reach agreement on a full MOU. The inability to reach agreement focused on the single issue of the County's proposal allowing management to reassign bargaining unit members based on operational needs. In November of 2023, the parties filed a joint declaration of impasse with the Los Angeles County Employee Relations Commission. In March of 2024, the parties participated in the statutorily mandated factfinding process. At the conclusion of this process, the factfinder submitted an advisory report, recommending that the parties agree to the language proposed by the County, (Attachment). By statute, the County may now impose the terms and conditions contained within the County's Last, Best, and Final Offer, subject to the Board first holding a public hearing regarding the impasse. Imposing these terms will grant members of BU 702 economic incentives commensurate with the economic incentives received by all other County bargaining units who reached agreement on a successor MOU for 2022-2025, including Cost-of-Living Adjustment (COLA) increases. Imposing these terms also allows the County to enforce the critical operational change that was the subject of negotiations and impasse.

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

The recommended actions support the County's Strategic Plan North Star 2 – Foster Vibrant and Resilient Communities, Focus Area Goal C – Public Safety, Strategy 1 – Operational Enhancement. The transfer language achieved through the recommended imposition enhances organizational operations of the Probation Department by making clear that the department can appropriately staff its facilities based on business needs. Additionally, the recommended actions support the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area Goal B – Diverse and Inclusive Workforce, Strategy 3 Top Rated Workforce. By insuring that members of BU 702 receive the COLA payments from the 2022-2025 bargaining cycle, the terms and conditions would further the effort to retain and recruit dedicated public servants.

### **FISCAL IMPACT/FINANCING**

The COLA increases contained in the Last, Best, and Final Offer, have not been applied to BU 702 members, pending the outcome of negotiations and exhaustion of all applicable impasse resolution procedures. However, they have been accounted for in relevant budgeting exercises.

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

The County has followed the legal requirements for impasse and factfinding under the Meyers-Milias-Brown Act and the Employee Relations Ordinance. By way of those laws, resolving the negotiations impasse by imposing these terms would not create an MOU, but would allow the County to act under the terms of the Last, Best, and Final Offer for up to a year. The County's Last, Best, and Final Offer also proposed changes to the SDPO class specification, (Attachment), which had

been included in the bargaining process at the request of BU 702. These terms would create a new status quo from which subsequent MOU bargaining would begin.

It should be noted that due to the legal requirements of imposition, the terms and conditions, (Attachment), hereto mirror the expired MOU between the parties but are not identical. References to a “memoranda of understanding” or agreement between the parties have been removed, as have any terms which would amount to a waiver of the Union’s rights or exceed the County’s authority under imposed terms.

The economic terms match the terms of a three-year MOU reached by other comparable bargaining units for 2022-2025; including a 5.5% (22 level) salary increase effective July 1, 2022, a 3.25% (13 level) salary increase effective July 1, 2023, and a 3.25% (13 level) salary increase effective July 1, 2024. These pay adjustments will be applied retroactively upon imposition, bringing this group “even” with other County employees. However, the imposed terms and conditions exclude those provisions that would constitute a waiver of BU 702’s rights (e.g., no-strike clause). Other terms have been modified to reflect that the document is not an MOU. Thus, the numbering of articles and pages in the document do not align with the previous MOU between the parties. For example, the language at issue in the impasse proceedings regarding transfers is referred to as Article 43 Section H in the factfinder’s report but appears as Article 40 Section H (page 92) of the attached terms and conditions document.

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

The operational language that was subject to the factfinding is expected to increase flexibility of Probation management in pursuit of accomplishing the department’s critical mission.

Respectfully submitted,

FAD:JMN:JDS  
JH:rfm

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Probation

In the Matter of the Impasse Between  
LOS ANGELES COUNTY PROBATION  
DEPARTMENT

-and-

ASSOCIATION FOR THE LOS ANGELES  
SUPERVISING DEPUTY PROBATION OFFICERS, SEIU,  
Local 721

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Article 43, New Section H - Reassignments

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FACTFINDER'S FINDINGS AND  
RECOMMENDED TERMS OF SETTLEMENT

ERCOM Impasse Case No.

March 1, 2024

Impartial Factfinder: Brenda Diederichs

Appearing at the Factfinding Hearing:

On Behalf of Los Angeles County Probation Department:

Adrianna Guzman, Esq., Liebert Cassidy Whitmore

Millicent Usoro, Esq., Liebert Cassidy Whitmore

Joshua Goodman, Esq., County Counsel

Jeffrey Hickman, Principal Analyst, Probation

Witnesses for the Los Angeles County Probation Department

Jeffrey Hickman, Principal Analyst, Probation

On Behalf of Association For the Los Angeles Supervising Deputy Probation Officers

Carson Acosta, Esq. SEIU

Reggie Torres, President of the SEIU Executive Board

Witnesses for the Los Angeles Supervising Deputy Probations Officers

Ruben Soto, SEIU, Director of Member Benefits and Employee Relations

Daniel Marin Ramirez, Supervising Deputy Probation Officer

Kurtis Miller, Supervising Deputy Probation Officer

Ruth Tyson, Supervising Deputy Probation Officer

BACKGROUND AND PROCEDURAL HISTORY

The last Memorandum of Understanding (MOU) between the County and the Union expired on September 30, 2021. The County and the Union, entered into negotiations for a successor MOU in July 2023, after an agreement was reached with AFSCME, Local 685, which represents Bargaining Unit 701, Probation Officers. The agreement reached with AFSCME, Local 685,



included new language, the same as that offered to SEIU, Local 721, to address the County's need to move employees, in emergent circumstances to fulfill the legal obligations of the County to provide services.

The County and the Union, reached an agreement on all terms for a successor MOU, except for Article 43, new section H. New section H was proposed by the County for two reasons:

1. To address the need to move employees, in an involuntary manner, in order to maintain services that the County is legally required to provide in compliance with state law.
2. To comport with the new language added to the AFSCME, Local 685, MOU, that provides for the movement of Deputy Probation Officers in the same manner as being proposed for the Supervising Deputy Probation Officers. Also, there is a history between the County and the Union, to adopt the same language changes as made in the AFSCME, Local 685, MOU.

The County of Los Angeles Probation Department (County) and the SEIU, Local 721 (Union) entered into bargaining to reach a successor Memorandum of Agreement (MOU) on January 27, 2022, along with all of the SEIU, Local 721, covered groups. Most of the SEIU, Local 721 bargaining groups reached agreements on May 13, 2022; however, Business Unit (BU) 702, continued bargaining on behalf of the Supervising Deputy Probation Officers and is now at impasse over the single issue of Article 43 - Reassignments, New Section H - Involuntary Transfers.

The County provided the language contained in the other SEIU, Local 721, represented bargaining units and from the AFSCME Local 685, MOU, which represents the Deputy Probation Officers, demonstrating that the County and the respective bargaining units had all reached agreement on involuntary transfer language, either identical or similar to what the

County is seeking with the Union. County Exhibits 7 and 8. The County presented that the Union has traditionally adopted the same or similar changes to their MOU as agreed upon with AFSCME, Local 685. David Green (Green) in his email to Tim Pescatello (Pescatello), on September 11, 2023, set forth as County Exhibit 13, stated that BU 702 has a “me too” clause in the MOU with AFSCME, Local 685, regarding the increases negotiated between the County and AFSCME, Local 685. The email that Green forwarded, initially authored by Reggie Torres (Torres) requested the “me too” be activated for all economic improvements, but specifically requested that no changes be made to Article 43 - Reassignments.

On July 19, 2023, the County first declared impasse, due to there being no agreement on the County proposed new language in Article 43, Section H. The Union countered the County’s request for impasse with a request for new bargaining sessions and offering counter proposals to the County’s last Article 43 proposal. The County did not change its position on their proposal for involuntary transfer language in Article 43, and again declared impasse on August 9, 2023.

On July 20, 2023, in an email from Pescatello to Ruben Soto (Soto) and Green it stated that:

*“We are happy to bring you up to speed. It boils down to two issues - money for the SEO folks and changes to reassignment/transfer language. The department needs to have the ability to move people without declaring an emergency. This issue is a big deal for the Board and since we were successful with Local 685 there is no reason why they would relent with 702. Having said that, the language is soft and is consistent with just about all other SEIU MOUs. Plus, it is unheard of to have a “law enforcement” classification with transfer restrictions.”*

On October 10, 2023, Hickman sent an email, County Exhibit 10, to Green, President, SEIU,

Local 721, summarizing the County's positions, in response to an email forwarded to the County by Green, originally from Torres on September 11, 2023, County Exhibit 13, stating that BU 702, is seeking no changes to Article 43 - Reassignments, but seeking that the County honor the economic "me too" with AFSCME, Local 685. Hickman informed Green that AFSCME Local 685 had agreed to changes in the reassignment language in their MOU and the County has proposed the same language to 702. Hickman further stated in the email that:

*"The sticking point is the Article 43 issue, which is reassignments. Pre-dating the current staffing issues at Probation, the Board has had a strong interest in inserting language into the MOU which explicitly allows management to reassign or transfer folks in the times of need that may not amount to an "emergency." The Probation contracts are some of the only contracts in the County which do not reserve the right to transfer staff to meet "operational needs." This has been complicated by the current staffing and safety crisis at Probation which triggered the Department to declare an emergency and move folks under that existing clause. The intent is to reserve an infrequently used right to transfer employees for more pedestrian reasons like balancing staffing and ensuring supervision. The existing voluntary, seniority-based transfer process would be left in place and used for day-to-day vacancy filling."*

On October 30, 2023, the County sent the Union a Last, Best, and Final Offer at 2:20 p.m. County Exhibit 11.

Being unable to reach an agreement on a new Article 43, section H, the parties jointly stipulated to impasse on this single issue via letter dated November 27, 2023, to the Los Angeles County Employee Relations Commission (ERCOM). County Exhibit 12.

The parties jointly agreed to engage in factfinding over their differences regarding Article 43 - Reassignment, New Section H.

### STATE DECLARATION OF UNSUITABILITY OF TWO JUVENILE FACILITIES

The County presented the current unilateral assignment of staff, via a staffing emergency, as declared by the Chief Probation Officer, as an example of the need for the new language in Article 43.

On September 29, 2022, the County sent a letter to James Schoengarth, President SEIU, Local 721, BU 702, set forth as County Exhibit 5, affirming a declaration of a staffing emergency by Deputy Chief Karen Fletcher, via a September 23, 2022, email and reiterated by the Chief Probation Officer's letter dated September 22, 2022, providing financial incentives to encourage employee attendance to alleviate the staffing emergency and insure the health and safety of all. The incentive that was offered to the staff in BU 702, was 20% above the employee's normal rate of pay for hours worked in one of the two juvenile halls. Additionally, overtime worked in the juvenile halls will be paid at a "double time" rate instead of the traditional "time and a half."

During the negotiations that ultimately resulted in a joint declaration of impasse on November 27, 2023, by the parties, the County juvenile facilities were the subject of an audit by the Board of State and Community Corrections (BSCC). County Exhibit 6.

On January 13, 2023, the BSCC conducted an exit debriefing with the County, of the initial inspection reports for LAC Barry J. Nidorf Juvenile Hall and LAC Central Juvenile Hall, which were conducted in the 2020-2022 biennial inspection cycle. Among many violations, it was noted that there was insufficient staff to carry out the overall facility operation and its

programming to provide for safety and security of youth and staff and meet established standards and regulations and to ensure that no required service be denied because of insufficient numbers of staff on duty absent exigent circumstances.

The County was given a time frame to respond, but even after reviewing the County's response, BSCC determined that the County remained out of compliance. Ultimately on May 23, 2023, the audit report, along with the subsequent correspondence and audit updates, was submitted to the BSCC Chair and members for review and action. The request before the BSCC was to make a final determination of suitability within the meaning of Welfare and Institutions Code section 209, subdivisions (a)(4) and (d) and find both facilities unsuitable for the confinement of adjudicated youth. County Exhibit 6.

On May 24, 2023, BSCC sent the County a letter which served as a notice of facility unsuitability of the Barry J. Nidorf Hall and the Central Juvenile Hall pursuant to the Welfare and Institutions Code section 209, subdivisions (a)(4) and (d). County Exhibit 6.

The BSCC letter to the County dated May 24, 2023, deemed two juvenile detention facilities as *“unsuitable for the confinement of minors if it is not in compliance with one or more of the minimum standards for juvenile facilities adopted by the Board of State and Community Corrections under Section 210 or 210.2, and if, within 60 days of having received notice of noncompliance from the board...the juvenile hall has failed to file a corrective action plan with the Board of State and Community Corrections to correct the condition or conditions of noncompliance of which it has been notified...”*

One of the top reasons for the two detention centers failure to pass the audit, were insufficient staffing and the impact of insufficient staffing, which is covered by the findings in the BSCC

audit report.

In response, to this determination regarding the two juvenile facilities by BSCC, Stacey Ahaiwe Simpson sent an email to Torres and Kurtis Miller (Miller), SEIU, Local 721, on May 24, 2023, set forth at County Exhibit 5, regarding a Staff Scheduling Notice that was to be sent soon thereafter. The memo stated:

*“This correspondence serves to provide you with advanced notice that the Department will be issuing a message to all staff shortly. This message will be informing staff that all sworn personnel who are not currently assigned to work shifts in the halls will be required to work 1 shift per month at one of the two juvenile halls. This requirement will take effect June 1, 2023. This action is being taken as an additional and necessary step to address the staffing and safety emergency conditions in the halls and in line with Article 42-Section D of your unit’s MOU, which states in relevant part, “Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies.*

*At this time, employees will be given the option to schedule this shift either during their existing work schedule or as an overtime shift.”*

The County, at the factfinding, presented that a current need for the change in Article 43, is due to the County’s challenge in staffing the juvenile detention facilities for the past several years. The reasons for the insufficient staffing are due to both vacancies, which the County is attempting to fill via the recruitment and selection process, and the 565 supervisor absences between October 2023 and January 2024 in the County’s juvenile halls, which causes the staffing in the facility to fall below the mandatory operational staffing requirements for operation. The County continued to experience roughly the same number of absences over the past year.

The Probation Department (Department) has 6,579 ordinance positions, of which 5,545 are budgeted full-time. The County recognizes SEIU Local 721 as the exclusive representatives for the following classifications:

- Supervising Deputy Probation Officer (282 employees, 62 vacancies)
- Supervising Detention Services Officer (54 employees, 18 vacancies)
- Supervising Transportation Deputy, Probation (10 employees, 1 vacancy)
- Supervising Transportation Worker, DCS (employed in the Department of Children and Family Services)

### ARGUMENTS

The parties each presented their respective cases at factfinding. The Union presented a PowerPoint, followed by four witnesses. The County presented its case via a presentation by its attorney, one witness and a binder of exhibits.

### UNION'S ARGUMENTS

The presentation by the Union and the testimony of the witnesses raised the following concerns and arguments against adding a new section H to Article 43.

1. The County should use the definition of emergency, as used by the state and the county when declaring an emergency for disasters or for other types of emergencies, such as the COVID pandemic, in new section H.
2. The County may inappropriately use a right to involuntarily reassign employees as

“freeway therapy,” by sending employees to work locations that are geographically challenging due to distance or commuting patterns. Further, that the “freeway therapy” may be used as discipline without due process.

3. The Supervising Probation Officers are older and have physical limitations impacting their performance of the physical work involved in the supervision of youth in juvenile facilities. Supervising Probation Officers that have provided coverage at the juvenile hall facilities complained of being injured and being unable to do anything other than rest on their days off to recover from the physical strain of the juvenile hall assignment.
4. The current language in Article 43 permits the voluntary transfer of employees after management has identified where there is a need for the employees. The current rule of 3 permits the filling of any vacancies throughout probation and there is no need to add language related to involuntary transfers.
5. The language of Article 43 originated in 1974 and none of the 19 Probation Chief Officers has since identified a need to change the language of Article 43.
6. Involuntary reassignments may be made for arbitrary reasons, under the guise of an emergency.
7. A change to Article 43, may give the County carte blanche in moving staff for any or no reason, unless there is a clear definition as to when it could be invoked.
8. The physical fitness requirements for the juvenile facilities are level 4, while working in the field is level 2, The movement of employees who are working level 2 jobs to a job that is a level 4, may result in injuries when working at a juvenile hall.
9. Adding section H to Article 43 is putting a band-aid on a gunshot wound.
10. Employees who are moved to juvenile halls are unfamiliar with the procedures at the juvenile halls, as the rules change fairly frequently.
11. When a Supervising Deputy Probation Officer is moved from their regular assignment to a juvenile facility the community loses the protections being provided in the Supervising



Deputy Probation Officer's primary assignment.

12. Being moved to juvenile hall is a field demotion. It is where you start at and promote up from. It is not to be returned to by a forced move.
13. The staff being moved to juvenile hall are not versed on the policies, procedures, and requirements for working there, as they change over time.

### COUNTY'S ARGUMENTS

The testimony and arguments provided by the County focused on the following concerns and arguments.

1. The County has been seeking to change Article 43 for some time and has negotiated either identical or similar changes in other MOUs negotiated by SEIU, Local 721 and AFSCME, Local 685, which represents the Deputy Probation Officers. County Exhibit 10.
2. The County provided the involuntary transfer language negotiated with SEIU, Local 721, for BU 122, Article 49, BU 221, Article 61 and BU 311, Article 56. County Exhibit 7.
3. The County provided the involuntary transfer language negotiated with AFSCME, Local 685, BU 701. County Exhibit 8.
4. The Union has a "me too" with AFSCME, Local 685, which SEIU has requested to invoke per the email from the SEIU, Local 721 President, set forth at County Exhibit 13. The Union is selectively seeking the economic improvements, but not the involuntary transfer language agreement that has been reached with AFSCME, Local 685 and is now a part of their MOU.
5. The County's juvenile facilities were audited and ultimately noticed of facility unsuitability of two of the juvenile facilities. A main reason for the two juvenile facilities being designated as unsuitable was being understaffed and out of compliance with state requirements BSCC Juvenile Title 15 Minimum Standards, sets forth the minimum staffing

requirements for the juvenile facilities.

6. On May 24, 2023, Stacey Ahaiwe Simpson sent an email to SEIU, Local 721, specifically Torres and Miller regarding a Staff Scheduling Notice that was to be sent soon thereafter. The memo stated:

*“This correspondence serves to provide you with advanced notice that the Department will be issuing a message to all staff shortly. This message will be informing staff that all sworn personnel who are not currently assigned to work shifts in the halls will be required to work 1 shift per month at one of the two juvenile halls. This requirement will take effect June 1, 2023. This action is being taken as an additional and necessary step to address the staffing and safety emergency conditions in the halls and in line with Article 42-Section D of your unit’s MOU, which states in relevant part, “Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. At this time, employees will be given the option to schedule this shift either during their existing work schedule or as an overtime shift.”*

7. The County requested that Article 43 be modified, to align with the AFSCME, Local 685, newly negotiated MOU language, which covers the Deputy Probation Officers.
8. The County presented that the change to Article 43 - Reassignments is imperative, as evidenced by the recent declaration of two juvenile hall facilities as unsuitable to house juveniles, primarily for lack of proper staffing at the facilities.
9. The County is seeking this language to ensure that the County is best equipped to meet its operational needs, particularly for mandated services.

ARTICLE 43 - REASSIGNMENT, NEW SECTION H

The language set forth by the County in the Last, Best, and Final Offer dated October 30, 2023, for Article 43 - Reassignments, New Section H is as follows:

*“H. Notwithstanding the preceding provisions of this Article, Involuntary Transfers may occur due to emergency, or to address staffing or operational needs of the Department. The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for involuntary Transfer.”*

The Union’s counter proposal to the County’s Last, Best, and Final set forth above is dated August 9, 2023, is as follows:

*“H. Involuntary Transfers. As used throughout this Section, the term “transfer” refers to a change of an employee’s assigned work location or work shift. Under no circumstances will a transfer under this Section result in an employee working outside of their job classification.*

*Notwithstanding the preceding provisions of this Article, Involuntary Transfers may occur due to emergency, as defined under section 2.68.050(1) of the County Code ~~or to address staffing and operational needs of service.~~ The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for Involuntary Transfers. The Chief Probation Officer shall not order an Involuntary Transfers without good cause.*

*1. Voluntary Displacement. If the Chief Probation Officer determines that there is a necessity for Involuntary Transfers, the Department shall first solicit volunteers who are*

willing to be displaced. Any employee who volunteers to be displaced will have the right to return to their original assignment within thirty (30) days.

2. Involuntary Displacement. If the Department is not able to fulfill staffing requirements through the use of volunteers, it may order involuntary displacements. Involuntary displacements will follow seniority order, with the least senior employees being transferred first. Affected employees will receive at least ten (10) days' written notice prior to being displaced. Any employee who is involuntarily displaced shall be returned to their original assignments within thirty (30) days."

To determine the scope of an emergency, as set forth in the Union's August 9, 2023, proposal the Los Angeles County Code definition of emergency, along with the California Government Code's definition of emergency were reviewed and are set forth below.

Los Angeles County Code, Section 2.68.050 (j) defines emergency as:

*"Emergency" includes a "local emergency," "state of emergency," and a "state of war emergency" as defined in the California Emergency Services Act;*

The California Emergency Services Act, set forth at California Government Code Section 8558, defines emergency as follows:

*8558. Three conditions or degrees of emergency are established by this chapter:*

*(a) "State of war emergency" means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.*

*b) "State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions*

*such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.*

*(1) "Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.*

*(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric utilities' Public*

*Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.*

*(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)*

*(b) "Political subdivision" includes any city, city and county, county, district, or other local governmental agency or public agency authorized by law.*

### ANALYSIS AND RECOMMENDATIONS

The impasse with SEIU Local 721, Business Unit (BU) 702, Supervising Deputy Probation Officers is solely regarding the language of Article 43, New Section H, and the involuntary transfer of bargaining unit employees in emergent situations. Though the County has been seeking the changes presently sought in Article 43 over the span of many years, it is this year that the matter has become critical mass for the County, due to the State's declaration that two juvenile facilities are out of compliance with the State level operational requirements and absent the necessary corrections will be shut down. The County has been successful in negotiating with other the Bargaining Units at the County, including other SEIU Local 721 Bargaining Units, to add language to permit the County to make involuntary reassignments of staff in the respective Bargaining Units.

The transfer language that has been agreed to in the other MOUs is as follows:

1. SEIU Local 721, Supervising Administrative, Technical and Staff Services Employee Representation Unit.

*"However, this Article, in no way, is intended to limit management's authority to make appointments."*

2. SEIU Local 721, Paramedical Technical Employee Representation Unit.

*"A. In the case of Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates an immediate transfer. In*

*the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.*

*B. When the demands of the service require that an employee be transferred, the selection of the employee transferred shall be based upon the needs of the operation, and/or based upon the skills and competencies. In the selection process, Management will, in the following order consider: (1) all transfer requests previously received, (2) request volunteers, (3) consider selection transfers on the basis of inverse County seniority along with geographic preferences. Only after such consideration of numbers 1-3, selection will be made based upon the needs of the service that might mandate a selection outside of numbers 1-3 stated above in this section.”*

3. SEIU Local 721, 311 MC, Registered Nurses Employee Representation Unit.

Section 5. Intra-facility Reassignment within DHS

*“A. Intra-facility reassignment within DHS refers to management-initiated change of assignment within a DHS facility to meet the needs of the service.*

*B. Management may consider the following when initiating reassignment(s):*

- Employee skills and competencies*
- Volunteerism*
- Inverse seniority by classification, by unit, by shift.*

4. AFSCME Local 685, 701 JSH, Deputy Probation Officers Employee Representation Unit.

Section 1, Paragraph 2.

*“Where Management must make a change because of an emergency, it shall notify the union immediately but shall make the necessary change to meet the emergency. For purposes of this Memorandum of Understanding, “emergency” is defined as an unforeseen circumstance requiring the immediate implementation of the proposed action, such as a natural disaster or civil disturbance.”*

Section 2.

*“Notwithstanding the provisions of Article 16, or the preceding language in this Article, Involuntary Transfers may occur due to emergency, or to address staffing and operational needs of service. The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for involuntary Transfers.”*

The County has a duty, to provide State mandated services, such as juvenile housing facilities for incarcerated youth. The proposed New Section H, Article 43 has taken on heightened importance, though sought over many years by the County, due to the staffing shortage at two juvenile facilities. The definition of emergency as proposed by the Union is no different than the State and County’s present definition of emergency for the purpose of invoking a state of emergency for natural disasters and the like. That definition does not address the emergency of providing County services when facing staffing or other challenges, that are severe enough to obliterate the County’s ability to provide legally mandated County services. Therefore, a more practical definition of emergency is both necessary and appropriate.

Further the Union’s proposal is complicated by restrictions, such as an employee cannot be assigned out of class. The staffing issues presently being faced by the County are impacting the provision of mandated County services. To restrict the use of employees in either higher, lower or different classifications than the classification in which they are presently working is restrictive to curing an emergent staffing deficiency that is impacting operational viability of a mandated function.

The Union, in defense of not agreeing to changes in Article 43, and counter proposing with the language set forth above, has raised concerns regarding the abuse of the transfer provision by County leadership, by using a reassignment as “freeway therapy” to exact discipline on an employee, absent due process, as opposed to otherwise moving the employee due to an emergent



situation. It was stated by the County and is contained with the MOU, that the Union has the right to grieve any matter wherein it is alleged that the County's move of an employee is inappropriate and is being done to exact discipline, absent the utilization of appropriate disciplinary processes. The Union retains the right to grieve abuses by the County, should they occur, related to the movement of employees and/or the length of time of reassignment.

The Union raised concerns regarding employee fitness for working in the juvenile facilities and the impact of the loss of employees in their primary assignments. This is a matter for the County to determine both its staffing needs and operational priorities. Admittedly, the County prefers to have County positions filled with qualified employees who regularly report to work, negating the need to move employees to ensure the delivery of County mandated services. However, there is no disagreement regarding the difficulties with filling the positions needed to staff the juvenile facilities and the need to reduce the rate of absenteeism.

The Union also raised the concern as to the length of an emergency assignment. It is acknowledged by the County and the Union that the juvenile facility concerns developed over a span of time and are directly caused, in great part, by the chronic absenteeism of juvenile facility employees, thus necessitating the movement of employees from other assignments to ensure the proper staffing ratios to run the juvenile facility. It was acknowledged by the County and the Union that it has been harder to both hire and retain employees in recent years, which has impacted not only the juvenile facilities, but other County operations as well.

The County and the Union acknowledged that there is a pattern of "me too" bargaining by the Union with AFSCME Local 685. In the current negotiations the Union wishes to exercise the "me too" for the economic improvements negotiated by AFSCME Local 685 but has rejected the language which addresses the involuntary movement of employees by the County in emergent

circumstances.

The Union, by counter proposing the County's Article 43 language proposal, indicated an effort to make movement to address the County's need for relief in making staffing assignments when there are emergent conditions to be addressed. However, the County found the Union's counter proposal to be too onerous to effectively address the County's emergency staffing concerns.

It is recommended that the County and the Union agree on either the County's Article 43, New Section H proposal or adopt the language as set forth in the AFSCME, Local 685 MOU for the Deputy Probation Officers.

Respectfully submitted by Brenda Diederichs, Factfinder, on April 10, 2024.

*Brenda Diederichs*

Factfinder, Attorney

Law Office of Brenda Diederichs

Clean  
04/26/23



## **SUPERVISING DEPUTY PROBATION OFFICER**

Class Code:  
8610

COUNTY OF LOS ANGELES  
Established Date: Jul 9, 1969  
Revision Date: Mar 27, 2003

### **SALARY RANGE**

\$6,706.92 - \$9,038.36 Monthly

### **DEFINITION/STANDARDS:**

#### **DEFINITION:**

Supervises the work of a group of Deputy Probation Officers engaged in professional probation work involving the investigation or supervision of adults convicted of violations of law, the investigation or supervision of delinquent and non-delinquent children and juveniles, or other specialized probation service.

#### **CLASSIFICATION STANDARDS:**

Positions allocable to this class represent the first supervisory level in the Deputy Probation Officer series and are distinguished by their supervisory responsibility for a staff of Deputy Probation Officers engaged in the performance of highly specialized Probation Department programs including investigation, supervision, surveillance and rehabilitation of adult and juvenile offenders. Positions in this class typically report to a Probation Director and are characterized by their responsibility for review and evaluation of a myriad of cases ranging from less difficult to more complex and for the appropriate application of concepts, theories, principles, laws and procedures of professional probation work by subordinate Deputy Probation Officers.

#### **EXAMPLES OF DUTIES:**

Supervises Deputy Probation Officers engaged in the investigation and evaluation of cases of adult applicants for probation, the supervision of adult probationers, the investigation, placement, and supervision of children and juveniles, and the investigation of adoption and other cases.

Has immediate supervisory responsibility for a specialized probation function such as intake detention control, or special court services.

Reviews files and cases periodically and confers with Deputy Probation Officers concerning methods, procedures, and recommendations, and interprets policy as necessary.

Has immediate supervisory responsibility for a probation camp on an assigned shift or 24-hour responsibility for an organizational unit of a juvenile hall.

Restrains combative and emotionally dysregulated clients.

Confers with superior officers regarding unusual cases, policies, and personnel matters.

Actively participates in in-service training programs and staff development activities.

Confers with probationers, parents, relatives, attorneys, judges, and other interested persons.

Conducts correspondence and supervises the maintenance of necessary records.

Supports the assigned unit based on the needs of the operation.

**REQUIREMENTS:**

**MINIMUM REQUIREMENTS:**

**TRAINING AND EXPERIENCE:**

Graduation from an accredited college - AND - Three years of experience in probation or parole work at the level of Deputy Probation Officer II or higher.

\*Specialized examinations may include:

**Specialty / \*Add**

Field Services

One year of the required experience must have been in Field Services.

Juvenile Facilities

One year of the required experience must have been in Juvenile Facilities.

FOR PROMOTIONAL EXAMINATIONS ONLY: One additional year of the required experience will be accepted for each year of college.

**LICENSE:**

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

**PHYSICAL CLASS:**

4 – Arduous

**OTHER REQUIREMENTS:**

**SPECIALTY REQUIREMENTS:**

**COMMENTS:**

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TERMS AND CONDITIONS OF EMPLOYMENT  
REGARDING THE  
SUPERVISING DEPUTY PROBATION OFFICERS EMPLOYEE  
REPRESENTATION UNIT

These terms and conditions made to be effective and applied this 17th day of December 2024, pursuant to California Government Code 3505.7 – “Unilateral Implementation of Last, Best, and Final Offer,” represent closure of the 2022-2024 meet and confer process between the County of Los Angeles and the Joint Council of Supervising Deputy Probation Officers Association/SEIU Local 721, CTW, CLC (hereinafter referred to as Joint Council, the Union or SEIU, Local 721).

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ARTICLE 1           PURPOSE

It is the purpose of these Terms and Conditions to promote and provide for understanding between Management and the employees covered by these Terms and Conditions; to provide an orderly and equitable means of resolving any misunderstandings or differences that may arise under these Terms and Conditions; and to set forth the terms and conditions set forth in the County's Last, Best, and Final Offer ("LBFO") following good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees in Bargaining Unit 702, and in compliance with all applicable impasse resolution procedures, with the County LBFO submitted and recommended for approval and implementation by the County's Board of Supervisors.

ARTICLE 2            RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Joint Council of Supervising Deputy Probation Officers Association/Los Angeles County Employees Association was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. 23-69) as the majority representative of County employees in the Supervising Deputy Probation Officers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for Bargaining Units formerly represented by SEIU Local 660. Management hereby recognizes Joint Council of Supervising Deputy Probation Officers Association/SEIU, Local 721 as the certified majority representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit in the employee classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission. Notwithstanding the above, if Management and Joint Council agree on exclusivity, then it will become effective in this Unit.

ARTICLE 3 IMPLEMENTATION

These Terms and Conditions constitute a recommendation to the County's Board of Supervisors by the Chief Executive Office following the completion of the legally required impasse process. These Terms and Conditions shall not be binding upon the County, the Joint Council, and the employees it represents, unless and until said Board of Supervisors:

1. Acts, by majority vote, formally to adopt said Terms and Conditions;
2. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
3. Acts to appropriate the necessary funds required to implement the provisions of these Terms and Conditions, which require funding.

Implementation shall be effective as of the date approved by the Board of Supervisors.

ARTICLE 4            AUTHORIZED AGENTS

For the purpose of administering the Terms and Conditions:

1. Management's principal authorized agent shall be County's Chief Executive Officer, or their duly authorized representative [Address: 500 West Temple Street, Room 774-A Los Angeles, California, 90012; Telephone: (213) 974-0470], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
2. The Joint Council of Supervising Deputy Probation Officers Association/SEIU, Local 721's principal authorized agent shall be the Executive Director, or their duly authorized representative and the Chairperson, Supervising Deputy Probation Officers Association, or their duly authorized representative [Address: 1545 Wilshire Boulevard, Suite 604, Los Angeles, California 90017; Telephone: (213) 989-2040].

ARTICLE 5           NON-DISCRIMINATION

The County agrees fully to protect the rights of all employees covered hereby to join and participate in the activities of the Joint Council and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of these Terms and Conditions shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 6          TERM

Pursuant to Section 3500 et seq. of the California Government code, the representatives of Los Angeles County and the Joint Council met and conferred on salaries, benefits, and working conditions, but were unable to reach agreement. Following compliance with all applicable impasse resolution procedures, and in accordance with Government Code Section 3505.7, the County implemented the terms and conditions of employment set forth herein effective December 17, 2024, unless otherwise noted herein.

ARTICLE 7            RENEGOTIATION

These Terms and Conditions are implemented in accordance with California Government Code Section 3505.7 and shall not deprive the Joint Council of the right to meet and confer on matters within the scope of representation prior to the adoption of the County's next annual budget.

ARTICLE 8            WORK RELEASE FOR NEGOTIATIONS

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

Past bargaining practice and ERCOM decisional precedent shall govern the release of employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments of bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.



ARTICLE 9            COORDINATED BARGAINING

The County has historically engaged in coordinated bargaining with SEIU Local 721's Bargaining Policy Committee. Such bargaining includes general salary movement, employee benefits, term, and common language provisions. Common language provisions are included in the individual unit MOUs and are incorporated into these Terms and Condition to the extent allowed under imposition.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training, and other matters unique to their MOUs.

The County acknowledges that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 10            GRIEVANCE PROCEDURESection 1.            Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2.            Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of these Terms and Conditions or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and their immediate supervisor. A group grievance is a common complaint by a number of employees within the department or a unit thereof.
3. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays as designated by the Board of Supervisors. For employees in camps and juvenile facilities, "Business Days" means calendar days exclusive of regular days off and/or shifts off.

Section 3.            Responsibilities

1. Employees are encouraged to discuss their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
  
2. Departmental management has the responsibility to:
  - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  - B. Supply the employee with the necessary information to process their grievance to the proper agency or authority.
  
3. Employees who file a formal written grievance are encouraged to state clearly and concisely the specific action(s) being grieved, the Article(s) violated, and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4.            Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.            Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of their written grievance and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management to discuss the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent himself/herself from

their duties to attend a grievance meeting. The employee representative shall give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with Departmental operations.

4. An employee may present their grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose their rights because of Management imposed limitations in scheduling meetings.

Section 6.                    The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions set for the herein.

4. The SEIU, Local 721 representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of these Terms and Conditions.
5. If the SEIU, Local721 representative elects to attend any formal grievance meeting, they must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witness may attend formal grievance hearings on paid County time.

Section 7                      Procedures

Level1.                      Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee who has discussed their complaint in a meeting with their

immediate supervisor and has not had their complaint resolved, may file a formal written grievance with their supervisor.

- B. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy they request. The employee shall submit two copies to their immediate supervisor and retain the third copy.
- C. Within ten (10) business days the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance and the reasons, therefore.

Level 2. Chief Probation Officer

- 1. Within ten (10) business days from their receipt of the decision at Level 1, the employee may appeal to the Chief Probation Officer, using the original copy of the grievance form.
- 2. Within ten (10) business days from the receipt of the employee's grievance, the Chief Probation Officer or their designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, and present a written decision and the reasons therefore to the employee and the Union representative; however a grievance involving discharge

of an employee will be heard by the Chief Probation Officer at a meeting to be held within ten (10) business days after receipt of the grievance by the Chief Probation Officer.

3. If the Chief Probation Officer or their designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

Section 8.            Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head, or their designated representative, SEIU, Local 721 may request that the grievance be submitted to arbitration as provided for hereinafter.
  
2. Only those grievances which directly concern or involve the interpretation or application of these specific Terms and Conditions may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.



- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County Department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
  - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to the County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and the County Department Head or Officer affected.

The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint the arbitrator pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by the County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses,

transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined, which shall be submitted to the arbitrator. If the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement, in which case the arbitrator shall determine the issue(s) to be resolved.
  
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of these Terms and Conditions.
  
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other

legal remedies are available to it under the provisions of these terms and conditions.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 11            GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 10, Grievance Procedure.
  
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 10, Section 8, can be submitted to grievance mediation. Both SEIU, Local 721, and Management must mutually agree to submit a qualifying grievance to mediation.
  
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or SEIU, Local 721, may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. The grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
  
4. No stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
  
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, SEIU, Local 721, and the grievant. The final agreement shall be binding on all

parties. Final agreements reached by the parties shall not be published or precedent-setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute and how an arbitrator may likely decide the grievance.
  
7. All mediation sessions shall be confidential. The content of the mediation proceedings, including, but not limited to settlement proposal or any concessions agreed to or offered during mediation, shall not be admissible in an arbitration of this grievance or any other similar dispute.
  
8. The provisions of this Article shall not be subject to arbitration.

ARTICLE 12            GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Joint Council and Management concerning the interpretation or application of any of the provisions of these Terms and Conditions affecting the rights of the Joint Council, Management, or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where the Joint Council has reason to believe that Management is not correctly interpreting or applying any of the provisions of these Terms and Conditions, the Joint Council may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet to discuss and attempt to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and if the matter is not satisfactorily resolved, the Joint Council shall have the right to meet with the principal representative(s) of the County with the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads with the authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Joint Council in writing, setting forth Management's decision and reasons, therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 10
- E. , the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 10 of these Terms and Conditions.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 10 of these terms and conditions. Instead, this Article is intended to provide a procedure to resolve disagreements



affecting the rights of the Joint Council or Management, or disagreements arising from the application of these Terms and Conditions affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 10 hereof.

ARTICLE 13            EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 10, Grievance Procedure and will only be utilized upon mutual written agreement of the Joint Council and Management.
  
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
  
3. Only those grievances that directly concern or involve the interpretation or application of the specific terms and provisions of Terms and Conditions may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by the County's Board of Supervisors, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to,

- or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The Joint Council and Management shall select an arbitrator from the panel of arbitrators provided to them and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted flat daily rate. The cost of the arbitrator shall be borne equally by the Joint Council and Management. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
- B. When an expedition arbitration process has been agreed to by the Joint Council and Management, there shall be 1) no stenographic record of the hearing made, 2) no representation by counsel except for in-house staff counsel, and 3) no post-hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify these Terms and Conditions.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this expedited arbitration process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent-setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 14            PAYROLL DEDUCTIONS AND DUESSection 1.            Deductions and Dues

Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered where the union has authorization that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of these Terms and Conditions or at any time subsequent to the effective date of these Terms and Conditions shall continue to have such dues deduction made by the County while these Terms and Conditions remain in effect; provided, however, that any employee in the Unit may terminate such Union dues during the period twenty-one day period preceding the employee's date of hire anniversary while these Terms and Conditions remain in effect, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to

be cancelled. The Union will inform a member of their dues termination period upon request. The Union will provide the County's Auditor- Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3.            List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of employees/separations. The list shall contain the name, employee number, item step, salary rate, classification, title, item number, item sub, work location, latest hire date job appointment date, work phone number, home phone number, and home address of all employees covered by these Terms and Conditions. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit. The County will furnish the Union with a semi-monthly list of employees who are in a no-pay status.

ARTICLE 15            NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, the Joint Council representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding the Joint Council membership.

This Article shall be subject to advisory arbitration.



ARTICLE 16            MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department while these Terms and Conditions are in effect; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or these Terms and Conditions; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 17        MODIFICATIONSSection 1.

While these Terms and Conditions are in effect, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Joint Council indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by the Joint Council and Management, and if required, approved, and implemented by County's Board of Supervisors. If a disagreement exists as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 2.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Joint Council of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 3.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 4.

The County will advise SEIU, Local 721 when there is a need to utilize DSW workers and share centralized recruitment communications for departmental personnel. In addition, when feasible, the County will make every effort to provide the Union with the ability to consult over communications.

ARTICLE 18 PROVISIONS OF LAW

These Terms and Conditions are subject to all current and future applicable Federal, State, and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by the County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of these Terms and Conditions are in conflict or inconsistent with such applicable laws, rules, or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended, and superseded by such applicable law, regulations, or rules, and the remainder of these Terms and Conditions shall not be affected thereby.

ARTICLE 19            CONTRACTING OUT AND CONTRACTING IN

Section 1.            Los Angeles County-SEIU Local 721 Contracting-in Committee

The County and the Union shall form a joint labor management committee to discuss minimizing the contracting out of work needed for the County, and to discuss steps to contract-in for this needed work. The Committee shall engage in discussions to:

- Explore establishing workload forecasting by County departments;
- Examine barriers that have previously led to contracting out, such as hiring challenges, and identify solutions to eliminate those barriers;
- Identify opportunities for contracting-in;
- Explore what specific positions can be brought in-house and a potential target timeframe to do so for each of these positions;
- Address other issues or topics as mutually agreed to.

The Committee shall be comprised of six (6) Union representatives and six (6) County representatives. The Committee shall meet as frequently as needed, and work release time is to be provided subject to operational needs. Release time for each member shall be limited to no more than 16 hours per month unless otherwise mutually agreed to.

Section 2.            Contracting Out

If the County desires to contract out Proposition A services that have been historically or traditionally performed by Union-represented employees, the County shall notify the Union and the Los Angeles County-SEIU, Local 721 Contracting-In Committee no later than thirty (30) days prior to issuance of any invitation to bid, request for statement of

qualifications, request for proposal, grant for services, or amendment to or extension of an existing contract, whichever comes sooner. If SEIU, Local 721 timely demands to bargain over such proposed contract for services, the County shall thereafter comply with any duty to bargain and/or participate in applicable impasse resolution procedures required by the Meyers-Milias-Brown Act.

In the event the County enters into any agreement with another public employer or private entity, which involves the transfer of functions now being performed by employees in this representation Unit, or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence of these Terms and Conditions and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP), the Department shall provide a copy of the RFP to SEIU, Local 721, and, in coordination with the Chief Executive Office Employee Relations Division, offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include, but is not limited to, the cost savings, service delivery, and the quality-control aspects of the recommended contract(s).

When advanced knowledge of the impact of pending changes in function, organization, or operations is available, which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

### Section 3.            Contracting-In

#### A. Pilot Projects

The County will implement the insourcing pilot projects identified in the Workforce Development Strategies 2018 report. The CEO will provide the Union with regular status updates.

The County recognizes the value of using County employees even for temporary assignments. The County has established the TempLA Temporary Services Registry pilot project. The County will provide the union with regular status updates of the pilot. Upon conclusion of the pilot, the County will meet with the Union to explore its efficacy and expansion.

#### B. Review and Develop for Consideration a Plan to Contract-In

In conjunction with the findings of the Contracting-in Committee and in accordance with the July 16, 2019 BOS directive, the County will review and develop a 3-year

phased-in plan for bringing positions in-house, including the identification of barriers for doing so, and develop preliminary recommendations to address these barriers; and examine potential multi-year funding strategies, if any, to address any incremental cost increases associated with bringing-in previously contracted out positions.

Section 4.                    Information Sharing

To enable the parties to track and monitor contracts submitted to and approved by the Board of Supervisors or their designees, the County will develop a process to share relevant information, which will include a copy of each executed contract and any subsequent amendments; amount of the approved contract; name(s) of contractor(s) and subcontractor(s); duration of the contract; costs encumbered by the County each year for each contract; annual costs for each contract.

Section 5.                    Neutrality in Labor Relations

The County will prohibit contractors from using any consideration received under a County contract to hinder or to further, organization of, or collective bargaining activities by or on behalf of the contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act or Meyers-Milias-Brown Act.



ARTICLE 20            ALTERNATIVES TO LAYOFFS

Section 1.            Board Policy on Work Force Reductions

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a. Discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b. Take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2.            Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's ongoing efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions.

Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue

departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions, the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program that will match employees scheduled to be laid off with departments that are hiring workers.

Section 3.            Civil Service Rules

Nothing in Sections 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4.            Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5.            Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 21           EMPLOYEE BENEFITS

The provisions of the Memorandum of Understanding regarding Fringe Benefits, Mileage, and Retirement between the County of Los Angeles and SEIU, Local 721, in effect while these Terms and Conditions are in effect shall apply to employees in this Unit.

Proportional benefits are applicable to full-time, permanent employees who work more than a 40-hour week.

ARTICLE 22            ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of their written request for the Additional Responsibilities Bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher-level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed.

Management shall notify the employee of the termination of any assignment for which he or she qualifies for the Additional Responsibilities Bonus. In no event shall an employee

receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 23 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

## ARTICLE 23      OUT-OF-CLASS ASSIGNMENTS

### Section 1.    Definition

1. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant<sup>1</sup>, funded position in one class by an individual in another class. For this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant, funded position in one class by an individual in another class.
2. The bonus amount shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the bonus amount shall not exceed 5% of the base rate. Where the difference between the rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

### Section 2.    Conditions

If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall, upon the employee's or Union's written request for relief either:

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<sup>1</sup> \*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

- Appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid; return the employee to an assignment in their own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or
- Pay the employee the bonus. The bonus is paid from the date of request for relief and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

### Section 3.            Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts, or work duties to meet emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.



B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

C. The provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

D. Upon the employee's written request, a written confirmation of their out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in these Terms and Conditions MOU.

ARTICLE 24            POSITION CLASSIFICATION STUDYSection 1.            Definition and Authority

For the purpose of this Article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2.            Intent

This article is included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them on the acknowledgment of such studies and follow-up reports.

Section 3.            Procedures

A request for a classification study by an employee who believes their position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall, in turn, schedule and conduct a classification study as defined by the Director of Personnel.

Section 4.            Acknowledgment and Follow-Up Reports

Management will promptly acknowledge all employee-initiated classification study requests. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental management will keep the employee informed of the progress of the study and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and the Union upon the request of either.

The County agrees to provide SEIU, Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the County will invite SEIU, Local 721 to negotiate over proposed salaries that it will recommend to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 25 PERSONNEL FILES

An employee or their certified representative, with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of and entitled to read any written statement by the employee's supervisor or departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note their refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of

the Grievance Procedure unless they involve violation of a specific provision of these Terms and Conditions.

Management shall not reference any properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms. The employee may attach their statement to any document within twenty (20) business days if they choose not to file a grievance regarding such document or within ten (10) business days following final determination if they have filed a grievance regarding such document.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in their personnel file, except as such, may be a part of an official permanent record. On the face of the sealed envelope, it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing their personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from their personnel file except as such may be a part of an official permanent record.

All departments employing peace officers covered by the Peace Officers Bill of Rights shall comply with its provisions.

ARTICLE 26            LEAVES OF ABSENCE

Section 1.            Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.            Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.            Pregnancy Leave

Departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

Upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary caregiver (physician,

nurse practitioner, or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday, or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4.            Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have at least one (1) year of continuous employment with the County. The requested leave shall only be granted if the prime reason for the leave is to conduct SEIU, Local 721 business as it is related to county functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.



Section 5.            Family Leave

- A. Employees covered by these Terms and Conditions are subject to the provisions of the California Family Rights Act of 1993 (CFRA), the Federal Family and Medical Leave Act of 1993 (FMLA), as amended, and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. Upon the employee's request, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6.            Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or their designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to their regular pay provided the employee deposits their fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7.            Other Leaves

Employees covered by these Terms and Conditions are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave,

leave for civil service examinations, and leave for school or child day care program activities.

ARTICLE 27            ENHANCED VOLUNTARY TIME-OFF PROGRAM

Section 1.            Program Description

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Section 2.            Program Requirements:

The EVTO program includes the following elements and requirements:

Implementation of the provisions of the Enhanced Voluntary Time-Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or their designee.

During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

In the event of an industrial injury or unforeseen hardship that significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:

- EVTO may be taken as sixty (60) or fewer consecutive calendar days, as a reduced work-week schedule (4/36 or other), or as occasional days off with Management approval.
- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to

schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

An employee may take a total of one (1) year of EVTO with the following parameters:

- A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
- Retirement service credit will not accrue during this period.
- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full workday increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged in order to achieve savings.

### Section 3. Special Unpaid Voluntary Time-Off

#### **Benefits Protected**

Vacation Accrual  
 Sick Leave Accrual  
 Savings and Horizons Plan\*  
 Flexible Benefit Contributions  
 Step Advance  
 Retirement Service Credit\*\*  
 Military Leave

#### **Benefits Not Protected**

Jury Leave  
 Bereavement Leave  
 Witness Leave  
 Civil Service Examination Leave  
 Weekend Pay  
 Holiday Pay

\*County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

\*\* Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.



ARTICLE 28          EMPLOYEE LISTS

SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information or wish to join SEIU Local 721, call (877) 721-4968 or see your Union Representative where you work.

SEIU Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017

ARTICLE 29 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall, within one (1) business day, forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits and to have indicated that they are willing to accept an adjustment on the following payroll warrant if they do not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies, the departmental payroll section will arrange to have the supplemental or corrected warrant either hand-delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

## Section 2.            Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee, Management will establish a reasonable repayment method.

County will determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County will consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

## Section 3.            Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4.            Notice

In the event an employee incurs a significant underpayment in their payroll warrant, and it is determined that the underpayment is due to an error on the part of the County, Management will, upon a formal written request from the employee, provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5.            Garnishments

Management shall notify the affected employee of the garnishment of wages and the percentage to be garnished promptly upon receipt by the County of an order to garnish.

Section 6.            Pay Statements When on Leave

An employee off work due to an extended absence does not have access to the eHR Timekeeping and Paycheck record system. Effective October 1, 2018, for any employee whose department is responsible for entering timekeeping, the County, upon request by the employee, will ensure that the employee is mailed a copy of their pay stub through eHR to the employee's residence of record.

ARTICLE 30           EMPLOYEE PARKING

Section 1.           Employee Participation in Regulation XV Plans

The County has an obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV.

The Union will designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for enhancing existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2.           Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one-year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3.            Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees' work location for evening and night shift personnel.

ARTICLE 31          WORKPLACE RETRAININGSection 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the existing SEIU 721 common language contract. The Department of Human Resources will administer the training budget dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2018-2019 will be forwarded to fiscal year 2019-2020. Any balance from fiscal year 2019-2020 will be forwarded to fiscal year 2020-2021. Any balance from the fiscal year 2020-2021 will be carried over into the next fiscal year. In no event shall the total dollar amount, including any balances from any fiscal year (2018-2019, 2019-2020, 2020-2021, July 1, 2021, to September 30, 2021) exceed \$1.5 million.

The Training Fund and other sources of funding allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2.          Solicitation of Funds

The County will work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721

adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County will consult with SEIU, Local 721, regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721, for the joint solicitation of funds as appropriate.

Further, the County will work with SEIU, Local 721, to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$ 1.5 million allocated in Section 1.

### Section 3.

There exists a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation, and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

### Section 4.

County paid release time for employees attending these trainings is subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will



provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 32SEIU, LOCAL 721 COUNTY-WIDE JOINT LABOR-  
MANAGEMENT COMMITTEE

There exists an SEIU, Local 721 County-wide Joint Labor-Management Committee that was established to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, childcare, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and the use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 33            WORK ACCESS

Authorized Joint Council representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions, and post bulletins on bulletin boards. Joint Council representatives desiring access to a work location hereunder shall state the purpose of the visit and request authorization from the Department Head or their designate for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Joint Council agrees that its representatives will not purposely interfere with the operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 34      BULLETIN BOARDS

Management will furnish adequate bulletin board space to the Joint Council, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

1. Joint Council, recreational, social, and related SEIU, Local 721, news bulletins;
2. Scheduled Joint Council meetings;
3. Information concerning Joint Council elections or the results thereof;
4. Reports of official business of the Joint Council, including the Joint Council Newsletters, reports of committees or the Board of Directors; and
5. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

ARTICLE 35 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment.

Joint Council will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer if there is no local safety officer.

The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Joint Council may consult with the Chief of Disability Benefits, Health, and Safety of the Chief Administrative Office or their designate. A representative of such branch shall respond to the department head and Joint Council within ten (10) days. If Joint Council is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article

10. During such ten (10) days consultation between the department head and Joint Council will take place.

Section 2.            First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 36            ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721, in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours, or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within ten (10) working days from receipt of SEIU, Local 721's demand to negotiate, and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 37 PERSONNEL PRACTICESSection 1.

The Labor-Management Committee was established to consult on personnel practices. The Committee consists of five (5) representatives selected by the County and five (5) representatives by SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on Countywide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards. The Committee will discuss practices regarding retention of discipline in personnel files and whether or how historic discipline is used or cited in future disciplinary actions.

Section 2. Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management will work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund, and/or other sources of funding designated to promote dignity, prevent, and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.



3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
  
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

Section 3. Communication through County E-mail

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with bargaining unit members through their County e-mail addresses.

The workgroup will present recommendations to the Board of Supervisors for any policy changes.

Section 4. Education-Based Discipline

Education-Based Discipline (EBD) is offered when an employee must serve a suspension from duty as a result of some type of policy violation, but rather than serving the suspension days at home with a loss of pay, some or all of those days can be substituted

for a relevant training class or classes. Participation in the program is voluntary for the employee.

The Personnel Practices Committee, defined in Section 1, will meet to discuss the expansion of EBD to all departments in the County.

ARTICLE 38 RE-ENGINEERING AND WELFARE REFORM

The County will consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on Re-Engineering and Welfare Reform. Management will meet and confer with Local 721 on the impact of implementing work rule changes specifically related to Re-Engineering and Welfare Reform when such matters are not covered by these Terms and Conditions or Civil Service Rules.

While these Terms and Conditions are in effect, when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Modifications Article shall not apply to matters subject to Re-Engineering/Welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CalWORKs, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CalWORKs workfare participants, or community service participants.

ARTICLE 39      WORK HOURS AND SCHEDULE

## Purpose

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

## A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

For the purpose of work schedules, the following are the current work schedules:

1. Field Services and Administrative Services employees shall be assigned to a work schedule of a 40-hour week consisting of five consecutive eight (8)-hour workdays, with the understanding that the basic days of work will be assigned Monday through Friday, 8:00 a.m. through 5:00 p.m., exclusive of lunch periods, except upon mutual agreement between Management and the employee(s).
2. Employees assigned to Probation camps shall be assigned to a 56-hour work schedule. For these Terms and Conditions, two (2) 8-hour periods of sleep time, as defined by FLSA, will be deducted from hours worked for overtime purposes. Employees assigned to Camp Headquarters, Specialized Staff Assignments, and Movement and Control at the Challenger Memorial Youth Center may be required to work a 40-hour work schedule. A 40-hour work schedule will be posted as such for bidding purposes.

A 56-hour employee shall be entitled to 4 2/3 days off except upon mutual agreement between Management and the employee(s).

3. Juvenile Hall employees shall be assigned to 40-hour workweek schedule consisting of five (5) consecutive 8-hour workdays, exclusive of lunch periods, except upon mutual agreement between Management and the employee(s).
4. Supervising Transportation Deputies shall be assigned a 40-hour workweek schedule consisting of five (5) consecutive 8-hour workdays, exclusive of lunch periods (excepting STD's assigned to dispatch duties) to be worked on regularly assigned shifts with a specified starting and quitting time.

#### B. Work Shifts

Employees shall be scheduled to work on regular shifts with regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

### C. Saturday and Sunday Schedules

Work schedules that include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

### D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations. Probation Management agrees to give notice one year prior to changing the shift of a 56-hour camp employee to a 40-hour week, except upon mandated requirements or mutual agreement.

F. When an employee works in excess of their regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

### G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day, 80-hour, two-week schedule or a four (4) day 40-hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate overtime payment under the Act.

#### H. Mealtime Coverage

1. When Field Services personnel are assigned to duties of Officer-of-the Day, such employees will be relieved from that duty for their lunch period.
2. Camp and juvenile hall employees will be provided with meals if no mealtime relief can be provided during their working hours.
3. When Field Services personnel are assigned to duties of Supervising Deputy Probation Officer of the Day and/or Acting Director, it is the responsibility of the office head to provide relief coverage for such employees for their lunch period.

#### I. Rest Periods

Employees covered hereunder will be granted rest periods by Management as follows:

- A. Two 15-minute periods during an eight-hour shift.

- B. Supervising Transportation Deputies will be allowed one 15-minute rest period during each four continuous hours of work.



ARTICLE 40 REASSIGNMENTS

Employees shall be assigned by the Probation Officer to vacant assignments within the Unit in accordance with the following procedures:

- A. When vacancies occur in a position in the employee's classification within the representation unit, appropriate, timely notices will be posted on bulletin boards advising of the vacancy.
  
- B. Employees seeking reassignment to any vacancies shall have the right to submit a written request to the Probation Department's personnel office for assignment to any such vacancy within five (5) working days after the posting of said notices as provided for herein above. Any employee reassigned or promoted in the class of Supervising Deputy Probation Officer shall not be eligible for further reassignment for two years except by mutual agreement. Employees who have not graduated from an accredited four-year college shall not be eligible for reassignment to the Supervising Deputy Probation Officer position.
  
- C. In considering requests for reassignments, Management shall select one of the three most senior applicants provided that the last performance evaluation of record is competent or better.

If the most senior employee(s) are not selected, they will be notified, and the reason for their rejection will be reviewed.

The employee selected for reassignment under the provisions of this Article shall be notified of the effective date of such reassignment within seven (7) calendar days of their selection. Such date should be no more than 14 calendar days after Management has notified the employee of their selection.

If Management cannot affect the employee's reassignment within the time period specified above, Management shall discuss the reasons for the delay of the reassignment effective date with the employee.

- D. For purposes of this Article, seniority shall be based upon service in the employee classification involved or a previously held higher-level classification within the Probation Department, including time spent on authorized leaves of absence.

In the event two or more employees have equal seniority in the employee classification involved, then preference shall be given to the employee having greater seniority in the Probation Department.

- E. Management's selection of employees to specialized staff assignments of staff assistant, staff training, affirmative action, program development, research, budget, and personnel services, as well as to pilot, experimental, specialized, grant, or contract programs, shall not be subject to the seniority provisions of Sections C and D of this Article. The two-year rule cited in Section B above shall not apply to employees assigned to the above-referenced assignments or programs.

When Management wishes to add to the above-specialized staff assignments and the programs listed above, it will notify the Joint Council. If the Joint Council wishes to negotiate with Management regarding such addition, the Joint Council shall notify Management's authorized agent within five (5) working days from receipt of such notice.

Management will interview candidates who bid for specialized staff assignments until a person is selected for the position. If Management does not select any of the candidates interviewed, Management may, after consultation with the Union, as defined in the Employee Relations Ordinance, promote a qualified person to the vacant asterisk position. Any person so promoted must be reachable on the applicable eligible list.

- F. It is understood that except for disciplinary reasons and/or extraordinary circumstances (e.g., staffing overages), an employee who is otherwise

performing competently will not be reassigned or transferred to accommodate an employee with greater seniority.

- G. If after consulting with Management it is determined that a staffing overage exists and that the reassignment of Supervising Deputy Probation Officer(s) cannot be filled through the bidding process listed in Paragraphs A, B, C, and D of this Article, then such reassignment will be based upon seniority in grade at the location where the staffing overage exists. Persons reassigned pursuant to this paragraph will not be held to the two-year rule listed in Paragraph B of this Article.
  
- H. Notwithstanding the preceding provisions of this Article, Involuntary Transfers may occur due to emergency or to address staffing or operational needs of the Department. The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for Involuntary Transfer.

ARTICLE 41 SPAN OF SUPERVISIONSection 1.

The County will maintain operations in the Probation Department on the basis of the budgets established by the Board of Supervisors while these Terms and Conditions are in effect.

If Management determines that it is necessary to permanently change the span of supervision while these Terms and Conditions are in effect, it will notify the Joint Council. If the Joint Council wishes to negotiate with Management regarding the proposed changes, the Joint Council shall notify Management's authorized agent within five (5) working days from receipt of such notice. If agreement is not reached within fifteen (15) days, Management may implement such proposed changes as it considers appropriate subject to the Joint Council's right to use the provisions of the grievance procedure of these Terms and Conditions to resolve the dispute between the parties.

It is agreed that the provisions of this Article are not intended to apply to temporary changes in the span of supervision required by operational requirements.

To the extent practicable, Management will accomplish any necessary workforce reductions in this Unit through attrition rather than layoffs and reductions.

Upon request of the Joint Council, Management will undertake a comprehensive survey of its respective bureaus at six (6) month intervals to adhere to this article.

Section 2.

Span of Supervision will be maintained as follows:

Field: 1-10;

Juvenile Hall: 1-12;

Camps: 1-12;

Transportation: 1-10.

ARTICLE 42          CONSULTATIONS

The Probation Department's Management representative, upon the request of the Union's principal representative or a designated alternative representative, will meet with the Union on County time to consult concerning the Union's specific inquiries or suggestions and to exchange information relating to:

1.     The development of all educational programs pertinent to the employees in this Unit.
2.     Standards of professional work practices for employees in this Unit.

ARTICLE 43        TRAINING

Management recognizes the importance of training employees, and Management agrees to provide the following training to all members of this bargaining unit:

1.     Basic Supervisory training
  
2.     Basic transfer training when an employee is reassigned to a function in which he has had no prior experience during the 18 months immediately preceding the transfer.

Management will make every reasonable effort to provide such training within 60 days of the effective date of the transfer.



ARTICLE 44            JOINT COUNCIL REPRESENTATION

Section 1.            Stewards

- A. Management recognizes that SEIU, Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward shall be discriminated against because they exercise their rights and duties under the MOU.
  
- B. Management will recognize stewards and alternate stewards upon receipt of a written list of the names and locations of employees selected as stewards. Such list will be kept current by the Joint Council. The number and location of stewards will be determined by agreement between the department Management and the Joint Council (see Appendix "A").
  
- C. Stewards will be permitted reasonable time off without loss of pay for the investigation and processing of grievances.

Section 2.            Chairperson and Grievance Officer

- A. Management will recognize a Chairperson and a Grievance Officer for the Joint Council upon receipt of the names and locations of the persons selected as the Chairperson and Grievance Officer.
  
- B. The Grievance Officer will be allowed reasonable time off without loss of pay to perform their responsibilities of investigating and processing grievances.

- C. The Chairperson will be allowed reasonable workload relief to perform the functions of their position.
  
- D. Union officials and stewards of SEIU, Local 721, from the SDPO Association will be allowed reasonable time off without loss of pay to perform the responsibilities of their positions.

Stewards – Whenever investigation or processing of formal grievances is to be transacted during work hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized by stewards. Time spent on the investigation and processing of formal grievances will be recorded on a form provided by Management. When leaving their work locations to conduct such investigations or processing, a steward shall first obtain permission from their immediate supervisor and inform them of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work, in which case the steward will be given a reasonable alternate time. The steward will report back to their immediate supervisor when they have completed the investigation or processing. Prior to entering other work locations, stewards shall inform the cognizant supervisor of the nature of their business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause undue interruption to work. If the employee cannot be made available, the steward will be informed of a reasonable time when the employee will be available.

Officials – Union officials holding positions other than shop steward as designated by the Joint Council will be allowed reasonable time off without loss of pay to perform the responsibilities of their positions, which may include, but are not limited to: participating in joint labor-management meetings; internal meetings with union membership; and conducting other union-related business. Management will recognize officials upon receipt of a written list of names, union titles, and locations of employees selected by the Joint Council as officials. Such list will be kept current by the Joint Council.

Requesting reasonable time off for such duties: Union officials will make the request to Management as soon as they are made aware of the Union function to be performed. Leave to perform such duties will be granted promptly unless such absence would cause an undue interruption of work.

ARTICLE 45            LABOR/MANAGEMENT ADVISORY COMMITTEE

Section 1.

A Labor-Management Advisory Committee has been established and is comprised of five (5) representatives designated by Management and five (5) employee representatives designated by the Union to address the operations of the transportation office as they apply to the Supervising Transportation Deputy.

The Committee will meet within 90 days of the request from the Union. The Committee shall meet for a period of no longer than 90 days.

Recommendations made by the Committee shall be submitted to the Chief Probation Officer for his consideration. Any recommendation approved by the Chief Probation Officer shall be subject to consultation, as defined by the Employee Relations Ordinance, upon the Union's request, prior to implementation.

Section 2.            Camps Health and Safety Committee

A Labor/Management Committee was established to study and discuss health and safety-related issues endemic to camps facilities and Dorothy Kirby Center, including, but not limited to, the dispensation of medication to wards, emergency medical care by staff, and policies governing paramedical intervention.

The Safety Committee shall consist of five (5) representatives designated by Management and five (5) employee representatives designated by the Union. The Safety Committee will be established within 30 days of receipt of the Union's request.

Recommendations made by the Health and Safety Committee shall be submitted to the Chief Probation Officer for consideration. Any recommendation approved by the Chief Probation Officer shall be subject to consultation, as defined by the Employee Relations Ordinance, upon the Union's request, prior to implementation.

ARTICLE 46          DRESS STANDARDS

While on duty and in the conduct of County business, employees shall be appropriately attired for their assigned worksite, specific tasks, and contact with the Courts and public generally.

ARTICLE 47 UNIFORMS

Nothing herein shall be construed to modify in any manner the uniform policy or standards in the Probation Department, nor shall anything herein be construed as a waiver of Management's right to establish, change, or otherwise modify uniform standards and dress codes.

Section 1. Wearing of Uniforms

At the discretion of Management, employees shall be required to wear uniforms in the performance of their job duties.

Section 2. Initial Issue of Uniform Clothing

Each permanent employee (hereinafter, employee) in this bargaining unit; and any new employee promoted or transferred on an item in the bargaining unit, required by Management to wear a uniform shall have an initial issue of the following uniform:

Clothing: 5 short-sleeve shirts  
5 trousers  
1 field jacket with liner (one-time issue only) 1 belt  
1 set of boots  
5 rank insignias and emblems (if applicable) 5 sets of shoulder patches  
1 identification card

Only specific articles of uniform that Management requires employees to wear shall be furnished. Employees may purchase additional uniforms or specific uniform items as approved by Management from an authorized dealer designated by Management.

Department-issued Uniforms shall be authorized for use only while an employee is on duty.

### Section 3. Uniform Replacement and Maintenance

#### 1. Replacement Items

Uniform items damaged during the course of employment shall be replaced at the discretion of Management.

Employees in this bargaining unit shall be responsible for replacing each uniform item previously issued and considered substandard under the Department's uniform policy guidelines. Uniform items may be replaced by Management as needed, except where such replacement is due to unauthorized use or improper or substandard care.

#### 2. General Provisions

Department Management will be the sole determinant as to the standard uniform issue for all employees in the Unit and the need for replacement due to normal wear. Employees in the Unit shall be responsible for the laundry, care, and maintenance of their own uniforms.



Section 4.                    Uniform Replacement and Maintenance Allowance

Permanent employees in this Unit and employed on December 31, 2006, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between April 1, 2007, and April 15, 2007, by separate payroll warrant.

In addition to the above, permanent employees in this Unit and employed on November 1, 2007, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2007, and December 15, 2007, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2008, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2015, shall be entitled to a lump sum payment of six hundred fifty dollars (\$650.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2015, and December 15, 2015, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2016, shall be entitled to a lump sum payment of seven hundred fifty dollars (\$750.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2016, and December 15, 2016, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2017, shall be entitled to a lump sum payment of eight hundred fifty dollars (\$850.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2017, and December 15, 2017, by separate payroll warrant.

The uniform allowance shall not constitute a base rate.

Section 5.            Return of Uniform and Uniform Items

In the event any employee in the Unit terminates from County service within six (6) months of the initial issue of such uniforms and uniform items, they must return them to the Department, and in all cases upon termination from the Department or County service, or transfer from one department to another department, the employee must return all issued uniforms and uniform items listed in Section 2.

ARTICLE 48

## OVERTIME

Section 1.Compensation

Overtime shall be compensated as follows:

1. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Acts, 29 U. S. C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
2. The County will pay employees for any overtime worked at a rate of one and one-half (1.5) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
3. An employee may elect compensatory time off, in lieu of pay, at a rate of one and one-half (1.5) hours for each hour of overtime to a maximum of 320 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference or pay or compensatory time off.

Section 2.            Usage of Earned Compensatory Time

With prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one year, not to exceed 480 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost. Employees shall not be directed by Management to take non-FLSA compensatory time off without at least ten (10) business days' notice, nor be denied a timely request to take such time off.

Section 3.            Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 4.            Savings Clause

If, while these Terms and Conditions are in effect, the Fair Labor Standards Act is delayed by law or is determined not be applicable to all or any classification of public employees or public agencies through legislation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into these Terms and Conditions and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5.

An employee who works a four (4) day- 40 hour week schedule or a nine (9) day- 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 49 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated Management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee, (i.e., there shall be no pyramiding of time and one-half pay as a result of call back).

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled workday and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2.            Night Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the County Code shall receive, effective July 1, 1982, a per hour bonus of 45 cents for each hour worked during said shifts. Effective October 1, 2017, the Night Shift Differential shall increase to 90 cents per hour for each hour worked during said shifts.

Section 3.

Supervising Deputy Probation Officers employed under this Article who are assigned to work in probation camps and who are scheduled to perform Acting Director duties in addition to their regular duties; and Supervising Detention Services Officers or Supervising Deputy Probation Officers assigned to a juvenile hall who are assigned full time as "Officer of the Day"; and Transportation Deputy Supervisors and Supervising Transportation Workers who are regularly assigned as Dispatchers, shall receive sixty dollars (\$60.00) per month. In order to receive compensation as Acting Director under this article, camps Supervising Deputy Probation Officers must be specifically assigned as the Facility Shift Supervisor on the 6am-10pm shift or the overnight shift and be expected to perform Acting Director duties in addition to their regular duties. The Acting Director duties include full responsibility for the safety and security of the camp, juveniles, and staff in the absence of the Director or Assistant Director. These duties include, but are not limited to: responding, assessing, and acting upon all medical and safety emergencies; deploying staff to contain all medical and safety emergencies; and ensuring

that proper and appropriate notifications are made in a timely manner to emergency services, partner agencies, and executive staff.

Section 4.

Effective July 1, 2000, Supervising Detention Services Officers and Supervising Transportation Deputies that have a span of supervision that exceed historically established span of supervision ratios shall receive a flat rate monthly bonus of \$150.00 for each month supervisory ratios exceed contractual requirements.

Section 5.            Standby Pay

Any permanent full-time employee assigned to standby status as defined by section 6.10.120 of the County Code, shall receive additional compensation of five dollars (\$5.00) per hour, not to exceed a maximum of one thousand dollars (\$1000.00) per month.

No additional compensation for standby status shall be made since the employee placed on standby is not “unreasonably restricted” as defined by the Fair Labor Standards Act



ARTICLE 50 SALARIESSection 1. Recommend Salary Adjustment

The County's Board of Supervisors adopted and implemented the following salaries applicable to employees in the unit effective on the dates indicated.

ITEM		EFFECTIVE			MINIMUM	MAXIMUM
NO	CLASSIFICATION	DATE	NOTE	SCH	RATE	RATE
8610	SUPVG DEPUTY PROBATION OFFICER	CURRENT	NWO	102D	6706.91	9038.36
		07/01/2022	NWO	104D	7080.64	9541.91
		07/01/2023	NWO	105F	7311.45	9852.82
		07/01/2024	NWO	106H	7549.82	10174.00
8659	SUPVG DETENTION SERVICES OFFICER	CURRENT	NWO	100F	6384.64	8603.36
		07/01/2022	NWO	102F	6740.18	9083.27
		07/01/2023	NWO	103H	6959.64	9379.00
		07/01/2024	NWO	104K	7185.91	9683.73
8627	SUPVG TRANSPORTATION DEPUTY, PROB	CURRENT	NWO	100F	6384.64	8603.36
		07/01/2022	NWO	102F	6740.18	9083.27
		07/01/2023	NWO	103H	6959.64	9379.00
		07/01/2024	NWO	104K	7185.91	9683.73
8999	SUPVG TRANSPORTATION WORKER, DCS	CURRENT	NWO	91E	4989.45	6723.55
		07/01/2022	NWO	93E	5268.00	7098.18
		07/01/2023	NWO	94G	5439.18	7329.55
		07/01/2024	NWO	95J	5615.82	7568.36

In the event it becomes necessary for the County to use funds from its reserves for operational purposes, or in the event of an unanticipated event or natural disaster which

results in the Board of Supervisors declaring a fiscal emergency, the County shall have the right to reopen this provision.

BU 702 members will receive a bonus of \$1375 for full time bargaining unit members and \$700 for part time employee members payable within 45 days of the effective date of these terms.

#### Additional Salary Step

Effective July 1, 1994, a sixth step was added to the salary range for each classification in this unit. This sixth step shall be two standard schedules (approximately 5.5%) above the fifth step for each classification.

#### Longevity Bonus

Effective	07/1/06	Completion of 19 years of service	3% (12 Levels)
Effective	01/1/07	Completion of 24 years of service	4% (16 Levels)
Effective	07/1/07	Completion of 29 years of service	4% (16 Levels)

Longevity Pay is cumulative and shall constitute a base rate.

(Under same conditions and eligibility criteria as DPO's in BU 701.)

#### Section 2.

1. Management agrees to maintain, at minimum, current salary differentials between the 701 and 702 units for the term of this agreement.

Effective April 1, 2007, salary differentials will be adjusted 2%.

2. Additionally, Management, at the request of the Union, will post a promotional examination for the position of Supervising Deputy Probation Officer (861OA) only for those employees in the classes of Supervising Detention Services Officer (8659) and Supervising Transportation Deputy, Probation (8627) who possess a four (4) year degree from an accredited college or university, and who have worked at least three (3) years in their respective classes.
3. Appointments to the position of Supervising Deputy Probation Officer will be made alternately from the corresponding bands of the list created by this exam and any existing SDPO promotional list.

Section 3.            Step Advances

1. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

2. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

3. Grievances arising out of this section shall be processed as follows:
  - A. Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within 30 days effective to his step anniversary date.

- B. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
  
- C. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
  
- D. While these Terms and Conditions are in effect, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the County shall meet with SEIU, Local 721 and renegotiate this section. In the event an agreement cannot be reached through negotiations, the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

#### Section 4.

The recommended salaries set forth herein were negotiated in good faith, and said salaries were determined independently of race, gender, age, or national origin.

Section 5.            Salary Guarantee on Reclassification

When an employee holds a position which is reclassified to a lower level and continues in his same assignment, said employee may accept a voluntary demotion and receive the same salary received immediately prior to the reclassification in accordance with County Code provision 6.08.040.

Section 6.            Minimum Wage

All SEIU Local 721 bargaining unit members shall be paid no less than fifteen dollars (\$15.00) per hour by July 1, 2018, according to the following schedule:

On July 1, 2016, all bargaining unit members paid below ten dollars and fifty cents (\$10.50) per hour shall have their base salary increased to at least ten dollars and fifty cents (\$10.50) per hour.

On July 1, 2017, all bargaining unit members paid below twelve dollars (\$12.00) per hour shall have their base salary increased to at least twelve dollars (\$12.00) per hour.

On July 1, 2018, all bargaining unit members paid below fifteen dollars (\$15.00) per hour shall have their base salary increased to at least fifteen dollars (\$15.00) per hour.

ARTICLE 51           ADVANCED EDUCATIONAL DEGREE BONUS (PROBATION)

Persons who are employed by the Probation Department in a permanent full-time position covered by these Terms and Conditions who have a master's degree from an accredited university will receive a 2% bonus.

The education bonus will become effective the first pay period following written proof provided by the employee to the Probation Department's Human Resource Office in the form of official transcripts.

Whether Supervising Transportation Workers at the Department of Children and Family Services qualify to receive the Advanced Degree Bonus referenced above shall be determined exclusively on a case-by-case basis by the Director of the Department of Children and Family Services in his or her sole discretion.

Compensation pursuant to this section shall not constitute a base rate bonus.

This article is not subject to the grievance and or arbitration provisions of these Terms and Conditions.

ARTICLE 52      ARMINGSection 1.

The intent of the section is to provide information for employees in this unit to initiate a written request to Probation Department Management to be armed due to the nature of their assignment, mutual aid, and protection, and because of potential exposure to undue risk of harm in the performance of their assigned job duties.

Section 2.

The Probation Department shall continue its practice of allowing employees the right to request to be armed in carrying out the duties and responsibilities of their assignments. Probation Management shall develop a departmental written request form for employees to complete the request to be armed. The arming request form shall contain information regarding the nature of the employee's assignment, high risk factors, and other information that the Department may require. The Department will maintain and preserve records of employee written requests for arming.

Section 3.

The Chief Probation Officer will exercise his discretion to determine whether employees are to be armed that are performing high risk or law enforcement related assignments. All employees that are to be armed must meet the Department's criteria for arming including training, testing, psychological, performance, and other requirements as may be established by the Chief Probation Officer.

Section 4.



This article shall not be subject to the grievance or arbitration provisions of these Terms and Conditions.

ARTICLE 53      ASSIGNMENT BONUS (SDPO)Section 1.      Purpose

The original purpose of this article was to codify existing Chief Executive Office (CEO) approved additional responsibility bonuses received by unit Supervising Deputy Probation Officers (SDPO) in specific assignments identified as of July 1, 2014.

It was not the purpose or intent of this article to expand, reduce, or modify the currently assigned number of positions receiving the assignment bonus as of July 1, 2014.

Additional assignments and classifications have been added to those eligible for an assignment bonus, as enumerated below. The purpose and intent of this article is still to eliminate the requirement for an annual administrative renewal process per Article 25.

Section 2.      Bonus

SDPOs assigned to the below-listed assignments shall receive a 5.5% (22 Level) assignment bonus. The bonus shall continue on an ongoing basis as long as the SDPO remains in the assignment. Upon the SDPO no longer being assigned to the assignment, the 5.5% assignment bonus shall be discontinued forthwith.

Section 3.      Assignments

Effective July 1, 2014, the following assignments were eligible:

- Adult Services Court Officer Team (ASCOT)
- Juvenile Court Services (JCS)

- Camp Onizuka- Youth Offender Block Grant (YOBG)
- Special Enforcement Operation (SEO)
- Armed AB 109 Unit (Not including SDPOs armed by way of “Arm on Request” form)
- AB 109 Revocation Court

Following ratification of the 2018-2021 successor MOU and effective upon Board of Retirement approval, the following assignments will receive a 5.5% (22 Level) bonus as described below:

- Mobile Assistance Team
- Intensive Gang Supervision Program (IGSP)
- Supervising Detention Services Officers who are assigned to Barry J. Nidorf Juvenile Hall and work in units that are part of the “Compound” for at least four (4) full (8-hour) shifts per month.

Following the imposition of these Terms and Conditions in 2024, and effective September 1, 2022, SDPOs or specifically identified classifications assigned to the following additional assignments will receive a 5.5% (22 Level) bonus:

- Child Trafficking Unit
- SDPOs supervising DPO II, Field staff who are monitoring youth with a DJJ recommendation in the community
- SDPOs assigned to AB 109 who are armed and co-located with outside law enforcement agencies and are not already receiving an SEO/armed bonus
- SDPOs who qualify for the “Compound Bonus” as described above

- SDPOs or SDSOs assigned to work in a unit or living facility housing young people with SYTF adjudications who are providing supervision and treatment to said population.

Section 4. (Historical Language)

Employees assigned to Camp Ellis Onizuka and receiving a bonus under sections 1 and 2 above who were displaced through the camp's reassignment closure fair on July 17, 2019, will continue to receive the above-described bonus until one (1) year from the date of the Board of Supervisor's approval of the 2018-2021 successor MOU. This section incorporates a previously-agreed-to-side letter between the parties.

ARTICLE 54            DISCIPLINE JLM AND INVESTIGATIONS

The parties will convene a joint labor-management (JLM) committee focused on the topic of the disciplinary process and methods of affecting corrective action that are alternatives to unpaid suspensions, including the use of Education Based Discipline (EBD).

All personnel investigations will be conducted in accordance with Government Code 3300 et. seq., also known as Public Safety Officer Procedural Bill of Rights (POBR). This provision does not create an additional, contract-based claim for alleged POBR violations.

ARTICLE 55            BACHELOR'S DEGREE BONUS FOR SUPERVISING  
DETENTION SERVICES OFFICERS (SDSOS) AND  
TRANSPORTATION DEPUTY SUPERVISORS (TDS)

A Supervising Detention Services Officer (SDSO) or Transportation Deputy Supervisor (TDS) who is assigned to a Detention Services Hall or Residential Treatment Services Camp in the Probation Department, in a permanent, full-time position is eligible for a 2% bonus, approximately eight (8) standard salary levels if he or she possesses a bachelor's degree and bachelor's degree is from an accredited university.

To receive the bonus, the SDSO or TDS must request the bonus and supply a set of official transcripts to their Department's Human Resources Office. Transcripts or other proof of education previously provided to the Department, whether for promotion or any other reason, will not be considered for bonus eligibility. The bonus will become effective the first pay period following the Department's receipt of the aforementioned transcript.

## APPENDIX A STEWARDS

### Field Services/Special Services

One steward for each area office headquarters. The area office steward will serve the special offices attached to a particular area office or located in the geographic vicinity of a particular office. In addition to this, Work Furlough, IDC, and Administrative Services will each have one steward.

### Detention & Residential Treatment Bureaus

Two stewards for each major detention facility (i.e., Central Juvenile Hall, Los Padrinos, and Barry J. Nidorf Juvenile Hall).

Camp stewards are allocated as follows:

Holton	1	Challenger	1 per camp
Camp Routh	1	Paige and Afflerbaugh	1
Gonzales	1	Rockey	1
Kilpatrick and Miller	1	Munz and Mendenhall	1

This camp steward distribution permits one steward to represent all Supervising Deputy Probation Officers in an adjoining or nearby camp.

## Transportation

One steward shall be permitted for the Transportation Section of the Probation Department.

In addition, Joint Council may designate, and Management shall recognize an alternate steward for each of the aforementioned regular stewards to serve in the absence of said regular steward.



## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	12/4/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Internal Services Department (ISD)	
<b>SUBJECT</b>	Approval for the ISD to accept a Charging and Fueling Infrastructure Grant funds from the Department of Transportation (DOT CFI); and Charging Infrastructure for Government Fleets Grant funds from the California Energy Commission (CEC Fleets).	
<b>PROGRAM</b>	Clean Transportation and Energy Program	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Approval from the DOT and CEC is expected in Q3 of FY 24-25. Board approval will enable ISD to complete grant agreements with each agency and begin implementation.	
<b>COST &amp; FUNDING</b>	Total cost: \$18,112,921	Funding source: \$15,000,000 from the DOT CFI program; with ISD to provide a match of \$623,200.  \$3,112,921 from the CEC Fleets program; with ISD to provide a match of \$2,069,157.
	TERMS (if applicable): DOT CFI is for calendar year 2025 through 2030. CEC Fleets is for calendar year 2025 through 2027. Explanation:	
<b>PURPOSE OF REQUEST</b>	To approve ISD to accept \$18,112,921 in Federal (\$15,000,000) and State (\$3,112,921) grants to deploy accessible electric vehicle (EV) infrastructure and address barriers hindering the widespread use of EVs; grant delegated authority to submit and execute all EV infrastructure charging related grant application documents and agreements; and find the DOT CFI and CEC Fleets projects exempt under the California Environmental Quality Act.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The grants support the County's Sustainability Plan Goal 7: A Fossil-Fuel Free LA County by advancing the deployment of accessible and equitably distributed EV charging resources and supports County fleet electrification initiatives.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: CalEnviroScreen, which identifies locations in the County that are disadvantaged communities based on a variety of socioeconomic and environmental factors, was used to develop the grant proposals.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The grants will support the Board-directed Sustainability priority by implementing various OurCounty Sustainability Plan actions within Goal 7: A Fossil-Fuel Free LA County.	
<b>DEPARTMENTAL CONTACTS</b>	Minh Le, General Manager, (323) 267-2006, <a href="mailto:MSLe@isd.lacounty.gov">MSLe@isd.lacounty.gov</a> Laura Iannaccone, Manager, (323) 391-8523, <a href="mailto:Liannaccone@isd.lacounty.gov">Liannaccone@isd.lacounty.gov</a>	



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**MICHAEL OWH**  
Director

*Speed. Reliability. Value.*

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

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 FOR THE INTERNAL SERVICES DEPARTMENT TO ACCEPT  
CHARGING AND FUELING INFRASTRUCTURE GRANT FUNDS FROM THE  
DEPARTMENT OF TRANSPORTATION; AND CHARGING INFRASTRUCTURE FOR  
GOVERNMENT FLEETS GRANT FUNDS FROM THE CALIFORNIA ENERGY  
COMMISSION  
(ALL DISTRICTS – 4 VOTES)**

**SUBJECT**

Request authority for the Internal Services Department (ISD) to accept Charging and Fueling Infrastructure (CFI) Grant funds from the Federal Department of Transportation (DOT) to deploy accessible, affordable and equitably distributed electric vehicle (EV) charging infrastructure within the County of Los Angeles (County); and also to accept Charging Infrastructure for Government Fleets (Fleets) Grant funds from the California Energy Commission (CEC) to deploy EV charging infrastructure within County operated fleets in order to support the adoption of light-duty EVs, and to reduce vehicle emissions in high-need communities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize ISD to accept \$15,000,000 of grant funding from the DOT's CFI Grant program (Attachment A: CFI Scope of Work) in order to implement the County's *EV Charging for Los Angeles* program by installing 1,263 Level 2 (L2) EV charging stations and 18 direct current fast chargers (DCFC) across underserved communities within the County in partnership with the Los Angeles County Metropolitan Transportation Authority (Metro) and the City of Los Angeles (LA City).

2. Authorize ISD to accept \$3,112,921 of grant funding from the CEC's Fleets program (Attachment B: Fleets Scope of Work) in order to implement the County's *EV Charging for Los Angeles* program, which includes the installation of 200 L2 EV charging stations and 10 DCFC EV charging stations at 18 County site locations to address critical gaps in the County's EV fleet infrastructure.
3. Delegate authority to the Director of ISD, or their designee, to (i) execute contractual agreements or amendments, (ii) exercise the extension options in existing contracts in accordance with the contract terms, (iii) make any other necessary changes which affect the scope of work, contract term, contract sum, payments, or any other term or condition included under this contract/agreement, with contractors, community-based organizations (CBO), and/or other public agencies to implement and administer the DOT CFI and CEC Fleets programs.
4. Find that the proposed action set forth in this Board letter is not a project, and therefore exempt, under the California Environmental Quality Act (CEQA) for the reasons stated herein.

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

Approval of the recommended actions will allow ISD to formally accept the grant funds from the Grantee Agencies described above and implement the following programs:

##### **DOT CFI**

On August 29, 2024, the County was awarded grant funds by the DOT for the administration, and implementation, of the *Charging Up: Bringing Equitable Charging to Los Angeles County* project proposal. This project will include County partnerships with Metro and LA City as subrecipients to deploy a large-scale network of publicly accessible, community-based EV chargers consisting of 18 DCFCs and 1,263 Level 2 (L2) chargers for a grand total of 1,281 strategically located deployments that will directly benefit underserved, high-need communities and expand on the over 2,500 chargers that the project team have already deployed. The chargers will be deployed across 15 community facilities, four park and ride multi-modal transportation hubs, and at 1,000 curbside light poles. The charging stations will be strategically located to directly benefit underserved and Justice40 communities and will create an estimated 3,000 high-quality jobs to support installation and maintenance needs.

To support the deployment of the 1,281 EV chargers, the grant partners will conduct community engagement in the immediate and surrounding communities of the project sites. Community engagement will be led by local non-profit and CBO to conduct strategic

outreach to help drive EV charger utilization and support high-need communities with information on transitioning to EVs.

### CEC Fleets

On September 18, 2024, the County was awarded grant funds by the CEC for the administration, and implementation, of the *Drive LA: Electrifying Tomorrow's Fleet in Los Angeles County* project proposal. Many County fleet drivers have had to rely on charging stations intended for the public, charging at 44 non-fleet reserved lots in 2023. These charging sessions that occurred at non-fleet reserved charging stations enabled an additional 214,100 miles to be traveled, but this likely reduced access to the public for charging their own EVs. This utilization of non-reserved lots for fleet charging highlights the inadequacy of designated facilities and underscores the missed opportunities for private County vehicle charging. The County's status as a leader in EV adoption amplifies the urgency of addressing this shortfall in fleet charging infrastructure.

To address these critical gaps in the County's EV fleet infrastructure, it is imperative that the County supports strategic EV charging deployment for fleets as County departments are focusing on shifting their vehicle fleets to include more light-duty EVs. In addition to enhancing efficiency in public service delivery, this project aims to significantly reduce greenhouse gas (GHG) emissions and cut fuel costs for the County. The installation of sufficient charging infrastructure, tailored to current and projected demand, ensures seamless operation and maintenance of the County's fleet. With backing from the CEC's Infrastructure Charging for Fleets program, the County can smoothly transition its fleet to EVs without competing for charging resources with non-County drivers.

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

The recommended actions support the County's Strategic Plan North Star Goal 2: Fostering vibrant and Resilient Communities, by implementing infrastructure programs that works towards the County's adopted Sustainability Plan's vision of a fossil fuel free County. Along with many other efforts, this work will improve regional air quality and reduce GHG emissions.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. ISD will utilize grant funding for staff to administer and implement the grant funded programs. Where funding may be distributed to other jurisdictions for program promotion or sub-regional coordination, ISD will execute Memoranda of Understanding or sub-agreements with those jurisdictions to disburse the funds.

The DOT CFI grant award is \$15,000,000 for Calendar Year (CY) 2025 through 2030 and requires the County to match an additional \$623,200 from ISD to cover program implementation, administration, and management. Metro and LA City are also required to provide match funds. Because of the timing with the budget cycle, the Fiscal Year (FY) 2024-25 ISD Operating Budget did not include the appropriation and funding to implement the components under DOT CFI grant. As a result, ISD plans to submit a mid-year budget adjustment of \$8,322,000 to support the technical supplies and services for the projects and other charges from the subrecipients under this Grant. Requests for activities beyond FY 2024-25 will be submitted ISD's annual budget request.

The CEC Fleets grant award is \$3,112,921 for CY 2025 through 2027 and requires the County to match an additional \$2,069,157 from ISD to cover program implementation, administration, and management. Because of the timing with the budget cycle, the FY 2024-25 ISD Operating Budget did not include the appropriation and funding to implement the components under CEC Fleets grant. As a result, ISD plans to submit a mid-year budget adjustment of \$1,038,000 to implement the technical supplies and services for the projects and programs under this Grant. Requests for activities beyond FY 2024-25 will be submitted ISD's annual budget request.

ISD will target incentive programs and rebates, such as Southern California Edison's Charge Ready Program to count towards match funds.

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

This Board Letter is requesting your Board's approval to accept 2 one-time grant awards in the amount of \$18,112,921 from the DOT CY 2025 through 2030, and the CEC CY 2025 through 2027 to provide new clean transportation programs that will support the sustainability needs of County communities. The County will be required to submit monthly, quarterly, and annual reports on its performance and its budgets for each of these grants and, and the progress of these grant supported programs will also be reported out to your Board annually. All programs offered by the funded grants will be implemented by third-party contractors and CBO whose partnerships originated through existing relationships and/or contracts of the County.

### **ENVIRONMENTAL DOCUMENTATION**

ISD does not anticipate any conflict with CEQA requirements as the charger installation will occur within current publicly managed facilities with existing infrastructure. Trenching, if any, will be minimal. Any panel upgrades that require permitting will be obtained prior to the initiation of the work. The scope of work is within the class of projects that has been determined not to have a significant effect on the environment. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would disallow an exemption.

### **CONTRACTING PROCESS**

ISD currently administers the Energy Efficiency Project Master Agreement (EEPMA) Program which provides a pool of readily available prequalified contractors who under ISD's management, perform a variety of energy efficiency project services at County facilities. ISD plans on releasing competitive Work Order Solicitations to its qualified contractors under the EEPMA and award Work Orders to contract for a range of energy efficiency project services to implement and administer the DOT CFI and CEC Fleets programs work. All eligible contractors can respond to the Work Order Solicitation by submitting a bid in the applicable EEPMA category, and Contractors certified as a Local Small Business Enterprise, Disabled Veteran Business Enterprise, or Social Enterprise will receive the applicable preference on their bids.

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

These actions will result in increased operational efficiencies, and will augment the County's existing financial resources, by utilizing alternative funding sources to address those barriers that hinder the development and widespread use of EVs throughout the County.

### **CONCLUSION**

Upon Board approval, please return three individually certified copies of the adopted Board Letter.

Respectfully submitted,

Michael Owh  
Director

MO:ML:LI:am

Enclosures

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

**CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT**  
**GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS**  
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- |  |   |   |                 |                  |                |               |                        |  |
|--|---|---|-----------------|------------------|----------------|---------------|------------------------|--|
| <p><b>1. Award No.</b><br/><i>[FHWA HQ to enter]</i></p>   | <p><b>2. Effective Date</b><br/>See No. 17 Below</p>  | <p><b>3. Assistance Listings No.</b><br/>20.205</p> |                 |                  |                |               |                        |  |
| <p><b>4. Award To</b><br/>County of Los Angeles;<br/>500 W. Temple St., Room 358, Los Angeles, CA, 90012<br/>Unique Entity Id.: VWLGP6H5YKL6<br/>TIN No.: 95-6000927</p> | <p><b>5. Sponsoring Office</b><br/>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Acquisition &amp; Grants Management<br/>1200 New Jersey Avenue, SE<br/>HCFA-43, Mail Drop E62-204<br/>Washington, DC 20590</p>                              |   |                 |                  |                |               |                        |  |
| <p><b>6. Period of Performance</b><br/>From: Effective Date of Award<br/>To: <i>(Recipient enter duration)</i></p>   | <p><b>7. Total Amount</b></p> <table border="0"> <tr> <td style="padding-right: 20px;">Federal Share:</td> <td>\$15,000,000.00</td> </tr> <tr> <td>Recipient Share:</td> <td>\$7,525,529.50</td> </tr> <tr> <td><b>Total:</b></td> <td><b>\$22,525,529.50</b></td> </tr> </table> | Federal Share:                                      | \$15,000,000.00 | Recipient Share: | \$7,525,529.50 | <b>Total:</b> | <b>\$22,525,529.50</b> |  |
| Federal Share:   | \$15,000,000.00   |   |                 |                  |                |               |                        |  |
| Recipient Share:   | \$7,525,529.50  |   |                 |                  |                |               |                        |  |
| <b>Total:</b>  | <b>\$22,525,529.50</b>  |   |                 |                  |                |               |                        |  |
| <p><b>8. Type of Agreement</b><br/>Grant</p>   | <p><b>9. Authority</b><br/>Infrastructure Investment and Jobs Act (IIJA)<br/>(Pub. L. 117-58, § 11401 November 15, 2021)<br/>codified at 23 U.S.C. 151</p>  |   |                 |                  |                |               |                        |  |
| <p><b>10. Procurement Request No.</b><br/><i>[FHWA HQ to enter]</i></p>  | <p><b>11. Federal Funds Obligated</b><br/><i>[FHWA HQ to enter]</i></p>   |   |                 |                  |                |               |                        |  |
| <p><b>12. Submit Payment Requests To</b><br/>See Article 13 of the General Terms and Conditions.</p>   | <p><b>13. Payment Office</b><br/>See Article 13 of the General Terms and Conditions.</p>  |   |                 |                  |                |               |                        |  |
| <p><b>14. Accounting and Appropriations Data by Fiscal Year (FY)</b><br/><i>[FHWA HQ to fill in]</i></p>   |   |   |                 |                  |                |               |                        |  |
| <p><b>15. Title of Project</b><br/><b>Charging Up: Bringing Equitable Charging to Los Angeles County</b></p>   |   |   |                 |                  |                |               |                        |  |

**RECIPIENT**  
**16. Signature of Person Authorized to Sign**

**FEDERAL HIGHWAY ADMINISTRATION**  
**17. Signature of Agreement Officer**

\_\_\_\_\_  
 Signature Date  
 Name:  
 Title:

\_\_\_\_\_  
 Signature Date  
 Name: *[FHWA HQ to fill in]*  
 Title: Agreement Officer

**CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT**  
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**FEDERAL HIGHWAY ADMINISTRATION**

**GRANT AGREEMENT UNDER THE**  
**FISCAL YEAR 2022 and FISCAL YEAR 2023 CHARGING AND FUELING**  
**INFRASTRUCTURE GRANT PROGRAM**

This agreement is between the Federal Highway Administration (the “FHWA”) and the **County of Los Angeles** (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Charging and Fueling Infrastructure (“CFI”) Grant for the following project: **Charging Up: Bringing Equitable Charging to Los Angeles County.**

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

**ARTICLE 1**  
**GENERAL TERMS AND CONDITIONS.**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure (CFI) Grant Program” dated March 1, 2024, which is available at <https://www.fhwa.dot.gov/environment/cfi/resources/fy2022-2023-cfi-terms-conditions.pdf>. The General Terms and Conditions reference the information contained in the schedules A – K to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the CFI grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the CFI Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.



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**ARTICLE 2**  
**SPECIAL TERMS AND CONDITIONS.**

- 2.1** The Recipient acknowledges that the Project must be performed in compliance with the National Electric Vehicle Infrastructure Standards and Requirements under 23 CFR part 680 including but not limited to the data reporting requirements under 23 CFR 680.112.
- 2.2** The Recipient acknowledges the requirements, including the non-Federal cost share requirements applicable to contracting with Private Entity, in the FY 2022-2023 CFI Terms and Conditions document under section Article 12 titled Contracting and Subawards in section 12.8: Requirement to Contract with a Private Entity.

**CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT**  
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**SCHEDULE A**  
**ADMINISTRATIVE INFORMATION**

**1. Application.**

Application Title: **Charging Up: Bringing Equitable Charging to Los Angeles County**

Application Date: **6/13/2023**

**2. Recipient's Unique Entity Identifier.**

See Page 1, Block 4.

**3. Recipient Contact(s).**

Name  
Title  
Agency  
Mailing Address  
Phone Number  
Email Address

**4. Recipient Key Personnel.**

<b>Name</b>	<b>Title or Position</b>
[ insert name ]	[ insert title ]

**5. FHWA Project Contact(s).**

Sarah Tarpgaard, Agreement Officer (AO)  
US DOT / FHWA Office of Acquisition and Grants Management  
HCFA-43, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(202) 493-3225; sarah.tarpgaard@dot.gov

Agreement Officer Representative (AOR):  
FHWA Division Administrator  
**FHWA California Division Office**  
**650 Capitol Mall, Suite 4-100**  
**Sacramento, CA 95814**  
**(916) 498-5001; California.FHWA@dot.gov**

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FHWA's CFI Grant Point of Contact (POC):

**Abigail Jackson**

**FHWA California Division Office**

**650 Capitol Mall, Suite 4-100**

**Sacramento, CA 95814**

**Abigail.jackson@dot.gov**

**6. Payment System.**

USDOT Payment System: DELPHI eInvoicing

**7. Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

**8. Federal Award Identification Number.**

See Page 1, Block 1.

**9. Designated Subrecipient.**

Designated Subrecipient: None

**10. Subawards and Contracts.**

Note: See 2 CFR 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

- (a) Unless described in the application and funded in the approved award, or otherwise exempted by the AO in writing, the Recipient must obtain prior written approval from the Agreement Officer (the "AO") for the subaward, transfer, or contracting out of any non-construction CFI Grant work under this agreement above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
- (b) Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

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- (c) The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

The recipient's proposed subawards and contracts included in the recipient's application as cited in schedule A, section 1, as amended by schedule E, are hereby considered approved.

[Recipient list each planned subaward and/or contract here (name, estimated amount if known).]

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**SCHEDULE B**  
**PROJECT ACTIVITIES**

**1. General Project Description.**

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

*[Recipient, do not add further text here. Leave as is.]*

**2. Statement of Work.**

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

*[Recipient, do not add further text here. Leave as is.]*

**Schedules H, I and J. (Delete if not applicable.)**

*[Note to recipient: See tables in Schedules H, I and J of this grant agreement. FHWA anticipates most recipients will be able to check at least one row(s) to indicate an action taken within each of the tables in Schedules H, I and J. If at least one action row is checked by the recipient, the paragraphs a, b and c below should be DELETED as not applicable. If recipient does not check at least one row to indicate an action taken within each of the tables in Schedules H, I and J, then, as applicable, recipient must provide the following:]*

- a. Schedule H: Climate Change and Environmental Justice Impacts Planned Actions:** *[If no actions taken, describe each planned action.]*
- b. Schedule I: Racial Equity and Barriers to Opportunity Planned Actions:** *[If no actions taken, describe each planned action.]*
- c. Schedule J: Labor and Work Planned Actions:** *[If no actions taken, describe each planned action.]*

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**SCHEDULE C**  
**AWARD DATES AND PROJECT SCHEDULE**

**1. Award Dates.**

Budget Period End Date: See Page 1, Block 6.

Period of Performance End Date: See Page 1, Block 6.

**2. Estimated Project Schedule.**

Milestone	Estimated Date
Planned Construction Substantial Completion and Open to Traffic Date:	[insert a duration (years/months) after effective date of the award]

**3. Special Milestone Deadlines.**

[ Choose the appropriate one of these two alternatives.

*FHWA anticipates most CFI awards to use Alternative #1, "None". Addition of critical milestones is generally not necessary.*

[ **Alternative #1:** If the only critical dates are completion dates, then use the following:]

None.

[ **Alternative #2:** If there are additional critical milestones that are not already included in the recipient’s original application, use this table and insert a row for each. The milestone must be described in enough detail that there is no ambiguity about when it is met. Each of these milestones is intended to establish a clear trigger for FHWA to terminate the award or amend the terms of this agreement.

If railroad coordination agreements need to be executed, add a milestone for each, prefixed with “Railroad Coordination Agreement:” See section 24.6 of the General Terms and Conditions. If additional activities are required under schedules H, I, or J, milestones are required here for those activities.]

Milestone <i>(Delete table if not used)</i>	Deadline Date
[ insert milestone]	[ insert date]

**CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT**  
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**SCHEDULE D**  
**AWARD AND PROJECT FINANCIAL INFORMATION**

**1. Federal Award Amount.**

**CFI Grant Amount:**     **[\$15,000,000.00] Federal Share**

**2. Federal Obligation Information.**

[ Choose the appropriate one of these two alternatives. ]

[**Alternative #1 Single:** Use if funds are to be obligated in full at award because NEPA approval has occurred prior to award. Delete Obligation Condition Table under this Alternative #1.]

Federal Obligation Type:     Single

[**Alternative #2 Multiple:** Use if funds are to be obligated in project phases as follows:  
(1) Phase 1 Pre-Construction: This includes pre-NEPA activities (planning, applying for NEPA approval, preliminary design, project administration, outreach, any tasks that do not require NEPA approval); and  
(2) Phase 2 Construction & Operations: Post-NEPA activities (final design, construction, operations).

Recipient to complete Obligation Condition Table with Amounts of Federal funds needed to perform Phase 1 and Phase 2.]

Federal Obligation Type:     Multiple

<b>Obligation Condition Table</b> (for use in awards with Multiple Phases to be obligated separately)		
	<b>Federal Share Amount of CFI Grant</b>	<b>Obligation Condition</b>
Phase 1: Pre-Construction	[ \$XXX ]	N/A – funded upon award
Phase 2: Construction and Operations	[ \$XXX ]	FHWA Division Office confirms the Recipient has met all the applicable Federal, and local requirements including NEPA approval.
Total Federal Share	[ \$XXX ]	

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**3. Approved Project Budget.**

**Eligible Project Costs**

	[Phase 1]	Phase 2	Total
Federal Share:	[ \$XXX ]	[ \$XXX ]	[ \$XXX ]
Non-Federal Share:	[ \$XXX ]	[ \$XXX ]	[ \$XXX ]
Total:	[ \$XXX ]	[ \$XXX ]	[ \$XXX ]

**4. Approved Pre-award Costs**

[ Choose the appropriate one of these two alternatives. *FHWA anticipates most CFI awards to use Alternative #1.* ]

[ Alternate #1: Pre-Award Costs are not approved.]

**None.** The FHWA has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

[ Alternate #2: Pre-Award Costs are approved.]

The recipient requested FHWA approval of pre-award costs under 2 C.F.R. 200.458 to complete the following tasks: [ insert description ]. The recipient requested pre-award approval for \$XXX against the Federal share and/or \$XXX against the Non-Federal share.

The FHWA Office of Acquisition and Grants Management determined that the pre-award costs were incurred directly pursuant to the negotiation and in anticipation of the Federal award and were necessary for efficient and timely performance of the scope of work. That office issued a notice to proceed with pre-award costs on [insert date].



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**SCHEDULE E**  
**CHANGES FROM APPLICATION**

**Scope:**

[ If the activities described in schedule B materially differ from the scope presented in the application, describe the changes here and explain the need for those changes. If there are no changes, input “No Changes.”]

**Schedule:**

[ If any dates listed in sections 2–3 of schedule C differ from the estimated schedule presented in the application by more than six months, describe the changes here and provide an explanation of the cause of those changes. If there are no changes, input “No Changes” and remove the milestone table below.]

The table below compares the Project milestone dates.

<b>Milestone</b>	<b>Application</b>	<b>Agreement</b>
Planned Construction Substantial Completion and Open to Traffic Date:	[insert date]	[insert date]

**Budget:**

[ If any amounts listed in sections 3–4 of schedule D differ from the budget presented in the application, describe the changes here and provide an explanation of the cause of those changes. If there are no changes, input “No Changes” and remove the budget table below.]

The table below provides a summary comparison of the Project budget.

<b>Fund Source</b>	<b>Application</b>		<b>Schedule D</b>	
	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>%</b>
<b>Previously Incurred Costs</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
CFI Funds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

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**Other:**

[ If there are notable changes in aspects of the Project other than scope, schedule, and budget (e.g., recipient changes), then describe those changes here. If there are not, input “No Changes.”]

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**SCHEDULE F**  
**CFI PROGRAM DESIGNATIONS**

**1. Corridor or Community Designation.**

Corridor-Community Designation: [ Community ]

**2. Funding Source.**

Funding Source: Highway Trust Funds (Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11101(b)(1)(A) November 15, 2021)

**3. Security Risk Designation.**

Security Risk Designation: Low

**4. Funding Act.**

Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11401 and Title VIII of Division J, November 15, 2021).

**5. Funds Obligation.**

Base Award: The amount of Federal funds obligated to the base award are listed on Page 1, Block 11. These funds are considered obligated upon FHWA signature on Page 1.

Amendments: If not fully funded by the base award, additional funding may be obligated to the award by FHWA’s execution of an agreement amendment. Each amendment will list the amount of Federal funds obligated by the amendment. These funds are considered obligated upon FHWA signature on the amendment.

All awards of FY 2024 CFI Program funding are available for obligation through September 30, 2027. Once funds are obligated, CFI Program funds are available until expended. NEVI 10 funds are available until expended.

\*For phased awards using multiple obligations as described in Schedule D, the Recipient must satisfy the Phase 2 Obligation Condition listed in Schedule D, Obligation Condition Table, by August 1, 2027, to allow FHWA sufficient time to obligate CFI FY 2024 funds prior to the obligation deadline of September 30, 2027.

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**SCHEDULE G**  
**CFI PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Charging Up: Bringing Equitable Charging to Los Angeles County

**Baseline Measurement Date:** 3 months after the effective date of award

**Baseline Report Date:** To be submitted with the recipient’s first Quarterly Project Progress Report.

NOTE: FHWA anticipates the CFI baseline measurement to be zero operational EV charging ports and/or hydrogen dispensers. The recipient may note the baseline measurement of “zero operational” in their first Quarterly Project Progress Report in order to satisfy the Baseline Report.

**Quarterly Project Progress Report:** The recipient must submit Quarterly Project Progress Reports to FHWA per Article 7 of the General Terms & Conditions, and in accordance with the format and content listed in Exhibit C, Quarterly Project Progress Reports.

After the CFI grant-funded EV charging ports and/or hydrogen dispensers become operational, the recipient must include the following performance measure in their Quarterly Project Progress Reports: “Number of EV charging ports and/or Hydrogen dispenser (operational).” Submittal of the EV ChART information will satisfy the quarterly measurement required below for the performance standard.

**Table 1: Performance Measure Table**

Measure	Category and Description	Measurement Frequency
Number of CFI grant-funded EV charging ports and/or Hydrogen dispenser (operational)	Number of EV charging ports and/or Hydrogen dispenser that are operational (open for use by the public) as part of the grant project. For EV chargers, report by type, e.g., DCFC and level 2.	Quarterly – submit with Quarterly Project Performance Report
23 CFR 680.112 Reporting (EV Charging only)	Data reporting after each EV charging port is operational, as required by 23 CFR 680.112. Reporting using EV-ChART is required. <a href="#">Electric Vehicle Charging Analytics and Reporting Tool (EV-ChART) · Joint Office of Energy and Transportation (driveelectric.gov)</a>	One Time, Quarterly, and Annually  Refer to EV ChART Guidance.

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**SCHEDULE H**  
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>

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	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

**Supporting Narrative.**

[ Insert a **short** supporting text, as described in the table above. This short narrative should **only briefly** address the prompts for the check rows in the preceding table. FHWA anticipates this narrative may be a **brief excerpt** copied from the recipient's application. ]

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**SCHEDULE I**  
**EQUITY AND BARRIERS TO OPPORTUNITY**

**Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

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	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.
--	--

**Supporting Narrative.**

[ Insert a **short** supporting text, as described in the table above. This short narrative should **only briefly** address the prompts for the check rows in the preceding table. FHWA anticipates this narrative may be a **brief excerpt** copied from the recipient's application.]



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**SCHEDULE J**  
**LABOR AND WORK**

**Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table are accurate:

	<p>The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i></p>

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	<p>The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i></p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

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**Supporting Narrative.**

[ Insert a **short** supporting text, as described in the table above. This short narrative should **only** **briefly** address the prompts for the check rows in the preceding table. FHWA anticipates this narrative may be a **brief excerpt** copied from the recipient's application. ]

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**SCHEDULE K**  
**CIVIL RIGHTS AND TITLE VI**

**1. Recipient Type Designation.**

[Choose the appropriate one of these two alternatives.]

[**Alternative #1**, if either

(1) the Recipient has an award with same operating administration that makes the Recipient subject to the operating administration’s Title VI requirements; or

(2) the Recipient had an award with same operating administration as a result of which the Recipient is already in compliance with the operating administration’s Title VI requirements:]

Recipient Type Designation: Existing

Existing Award Program: [ Assistance Listing Number or Name for grant program ]

[**Alternative #2**:]

Recipient Type Designation: **New**

**2. Title VI Assessment Information.**

[Choose the appropriate one of these two alternatives.]

[**Alternative #1**, if the Recipient Type Designation is Existing:]

This section is not applicable because the Recipient Type Designation is “Existing.”

[**Alternative #2**, if the Recipient Type Designation is New:]

Title VI Assessment Completion Date: See date of execution of this agreement and Exhibit B, Term B.1.

**Attachment 1  
Exhibit A  
SCOPE OF WORK**

**TECHNICAL TASK LIST**

Task #	CPR	Task Name
1		Administration
2		Project Pre-Work: Site Design and Engineering
3		Installation and Commissioning
4		Operations and Reliability
5		Semi-Annual Electric Vehicle Charger Inventory Reports
6		Data Collection and Analysis
7		Project Fact Sheet

**KEY NAME LIST**

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena		County Fleet Departments: ISD, DPW, DBH, Fire
2	County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena	TBD through competitive solicitation	County Fleet Departments: ISD, DPW, DBH, Fire
3	County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena	TBD through competitive solicitation	County Fleet Departments: ISD, DPW, DBH, Fire
4	County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena	TBD through competitive solicitation	County Fleet Departments: ISD, DPW, DBH, Fire
5	County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena		County Fleet Departments: ISD, DPW, DBH, Fire

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
6	County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena		County Fleet Departments: ISD, DPW, DBH, Fire
7	County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena		County Fleet Departments: ISD, DPW, DBH, Fire

## GLOSSARY

*Specific terms and acronyms used throughout this scope of work are defined as follows:*

Term/ Acronym	Definition
AC Level 2	A charger that operates on a circuit from 208 volts to 240 volts and transfers alternating-current (AC) electricity to a device in an electric vehicle (EV) that converts AC to direct current to charge an EV battery.
API	Application programming interface. A type of software interface that offers service to other pieces of software. An API allows two or more computer programs to communicate with each other.
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
Charge attempt	Any instance of an EV driver taking action to initiate a charging session by taking one or all of the following steps in any order: 1) attaching the connector to the EV appropriately or 2) attempting to authorize a charging session by use of radio frequency identification (RFID) technology, credit card, charging network provider smartphone application (app), screen input, or calling the charging network provider's customer service number.
Charger	A device with one or more charging ports and connectors for charging EVs. Also referred to as electric vehicle supply equipment (EVSE). This definition excludes any charger used solely for private use at a single-family residence or a multifamily dwelling with four or fewer dwelling units.
Charging network	A collection of chargers located on one or more property(ies) that are connected via digital communications to manage the facilitation of payment, the facilitation of electrical charging, and any related data requests.
Charging network provider	The entity that provides the digital communication network that remotely manages the chargers. Charging network providers may also serve as charging station operators and/or manufacture chargers.
Charging port	The system within a charger that charges one EV. A charging port may have multiple connectors, but it can provide power to charge only one EV through one connector at a time.
Charging session	The period after a charge attempt during which the EV is allowed to request energy. Charging sessions can be terminated by the customer, the EV, the charger, the charging station operator, or the charging network provider.

<b>Term/ Acronym</b>	<b>Definition</b>
Charging station	The area in the immediate vicinity of one or more chargers includes the chargers, supporting equipment, parking areas adjacent to the chargers, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located.
Charging station management system	A system that may be used to operate a charger, to authorize use of the charger, or to record or report charger data, such as by using OCPP.
Charging station operator	The entity that owns the chargers and supporting equipment and facilities at one or more charging stations. Although this entity may delegate responsibility for certain aspects of charging station operation and maintenance to subcontractors, this entity retains responsibility for operation and maintenance of chargers and supporting equipment and facilities. In some cases, the charging station operator and the charging network provider are the same entity.
Connector	The device that attaches an EV to a charging port in order to transfer electricity.
Corrective maintenance	Maintenance that is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function.
CPR	Critical Project Review
CTP	Clean Transportation Program
Depot	Type of “home base” behind-the-fence location where a vehicle is typically kept when not in use (usually parked on a nightly basis).
DCFC	Direct current fast charger. A charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery.
Downtime	A period of time that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed. Downtime is calculated pursuant to Task <Fourth to Last>.4.
EV	Electric vehicle. A vehicle that is either partially or fully powered by electric power received from an external power source. For the purposes of this Agreement, this definition does not include golf carts, electric bicycles, or other micromobility devices
EVSE	Electric vehicle supply equipment. A charger as defined.
Excluded downtime	Downtime that is caused by events pursuant to Task <Fourth to Last>.4.
Failed charging session	Following a charge attempt, the criteria for a successful charging session were not met.
FTD	Fuels and Transportation Division
Hardware	The machines, wiring, and other physical components of an electronic system including onboard computers and controllers.
Inoperative state	The charger or charging port is not operational.
Installed	Attached or placed at a location and available for use for a charging session. The date a charger is installed is the date it is first available for use for a charging session.
Interoperability	Successful communication between the software, such as the software controlling charging on the EV and the software controlling the charger. Interoperability failures are communication failures between the EV and charger that occur while the software of each device is operating as designed. Interoperability failure leads to failed charging sessions.

<b>Term/ Acronym</b>	<b>Definition</b>
Maintenance	Any instance in which preventive or corrective maintenance is carried out on equipment.
Networked	A charger can receive or send commands or messages remotely from or to a charging network provider or is otherwise connected to a central management system, such as by using OCPP 2.0.1, for the purposes of charger management and data reporting.
Nonnetworked charger	A charger that is not networked.
OCPP	Open Charge Point Protocol. An open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.
Operational	Or “up.” A charging port’s hardware and software are both online and available for use, or in use, and the charging port is capable of successfully dispensing electricity.
Operative state	The charger is operational.
Preventative maintenance	Maintenance that is performed on physical assets to reduce the chances of equipment failure and unplanned machine downtime.
Private	Charging ports located at parking space(s) that are privately owned and operated, often dedicated to a specific driver or vehicle (for example, a charging port installed in a garage of a single-family home).
Public	Charging ports located at parking space(s) designated by the property owner or lessee to be available to and accessible by the public.
Recipient	An applicant awarded a grant under a CEC solicitation.
Shared Private	Charging ports located at parking space(s) designated by a property owner or lessee to be available to, and accessible by, employees, tenants, visitors, and residents. Examples include workplaces and shared parking at multifamily residences.
Software	A set of instructions, data, or programs used to operate computers and execute specific tasks.
Successful charging session	Following a charge attempt, a customer’s EV battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV’s onboard software system terminating the charging session, without an additional charge attempt.
Uptime	The time that a charger is installed during a reporting period excluding downtime pursuant to Task <Fourth to Last>.4.
ISD	Internal Services Department
DBH	Department of Beaches and Harbors
DPW	Department of Public Works
ZEV	Zero Emissions Vehicle
LDV	Light Duty Vehicles

### **Background**

The Budget Act of 2022 (Senate Bill (SB) 154, Skinner, Chapter 43, Statutes of 2022, as amended by Assembly Bill (AB) 178, Ting, Chapter 45, Statutes of 2022 and AB 179, Ting, Chapter 249, Statutes of 2022) and AB 211 (Committee on Budget, Chapter 574, Statutes of 2022) provided \$754 million from the



General Fund to support infrastructure deployments, emerging opportunities, and manufacturing projects for zero-emission light-duty and medium- and heavy-duty vehicles.

AB 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change and clean air goals. AB 126 (Reyes, Chapter 319, Statutes of 2023) reauthorized the funding program through July 1, 2035, and focused the program on zero-emission transportation.

The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Develop and deploy zero-emission technology and fuels in the marketplace where feasible and near-zero-emission technology and fuels elsewhere.
- Produce alternative and renewable low-carbon fuels in California.
- Deploy zero-emission fuel infrastructure, fueling stations, and equipment where feasible and near-zero-emission fuel infrastructure, fueling stations, and equipment elsewhere.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On December 21<sup>st</sup>, 2023, the CEC released a Grant Funding Opportunity (GFO) entitled "Charging Infrastructure for Government Fleets." This competitive grant solicitation was to fund projects that provide electric vehicle charging infrastructure for light-duty government fleets. In response to GFO-23-606, the Recipient submitted application #XX which was proposed for funding in the CEC's Notice of Proposed Awards on April 30<sup>th</sup>, 2024. GFO-23-606 and the Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of this Agreement, this Agreement shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Solicitation, the terms of this Agreement shall control.

**Problem Statement:**

The County currently has over 1,300 charging stations at 70 parking lots, but only 75 L2 charging stations at five (5) locations are reserved solely for County fleet vehicles, which encompasses ZEVs owned and operated by all County departments. In 2023, 2,900 fleet charging sessions occurred at these five (5) lots, enabling 206,800 miles to be traveled. Many County fleet drivers had no choice but to rely on charging stations intended for the public, charging at 44 non-fleet reserved lots in 2023. The charging sessions that occurred at non-fleet reserved charging stations enabled an additional 214,100 miles to be traveled, but this likely reduced access for the public to charge their own ZEVs. This utilization of non-reserved lots for fleet charging highlights the inadequacy of designated facilities and underscores missed opportunities for private county vehicle charging. The County of Los Angeles' status as a leader in electric vehicle adoption amplifies the urgency of addressing this infrastructure shortfall.

**Goals of the Agreement:**

The goals of this Agreement are to address critical gaps in the county's EV fleet infrastructure, supporting both county ZEV procurement and statewide objectives. In addition to enhancing efficiency in public service delivery, Drive LA aims to significantly reduce greenhouse gas emissions and cut fuel costs for the county. The installation of sufficient charging infrastructure, tailored to current and projected demand, ensures seamless operation and maintenance of the County's fleet. With backing from the California Energy Commission's Infrastructure Charging for Government Fleets program, the County can smoothly transition its fleet to EVs without competing for charging resources with other drivers.

**Objectives of the Agreement:**

This Agreement aims to develop site plans with contracted engineers and install 220 Level 2 (L2) and 10 direct current fast chargers (DCFC) stations at 18 county site locations. This supports the addition of 772 ZEVs by 2029 while maintaining public EV access. Drive LA enhances service efficiency, slashes emissions, and reduces fuel costs. With support from the California Energy Commission, the County ensures seamless EV transition without compromising charging access.

**TASK 1 ADMINISTRATION****Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

**The Recipient shall:**

- Attend a "Kick-Off" meeting that includes the CAM and may include the Commission Agreement Officer (CAO) and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that occurred after the notice of proposed awards but before the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds before the agreement's execution. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

- Discuss the following administrative and technical aspects of this Agreement:
  - Agreement Terms and Conditions
  - Critical Project Review (Task 1.2)
  - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
  - Permit documentation (Task 1.8)
  - Subawards needed to carry out project (Task 1.9)
  - The CAM's expectations for accomplishing tasks described in the Scope of Work
  - An updated Schedule of Products and Due Dates
  - Monthly Calls (Task 1.4)
  - Quarterly Progress Reports (Task 1.5)
  - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
  - Final Report (Task 1.6)

**Recipient Products:**

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits
- Written Statement of Match Share Activities

**Commission Agreement Manager Product:**

- Kick-Off Meeting Agenda

**Task 1.2 Critical Project Review (CPR) Meetings**

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule, or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

**The CAM shall:**

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.

- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

**The Recipient shall:**

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding the continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

**CAM Products:**

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

**Recipient Product:**

- CPR Report(s)

**Task 1.3 Final Meeting**

The goal of this task is to closeout this Agreement.

**The Recipient shall:**

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
- This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.
- The technical portion of the meeting shall assess the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:
  - What to do with any equipment purchased with CEC funds (Options)
  - CEC request for specific “generated” data (not already provided in Agreement products)
  - Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement, if applicable
  - “Surviving” Agreement provisions
  - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

**Products:**

- Written documentation of meeting agreements
- Schedule for completing closeout activities

#### **Task 1.4 Monthly Calls**

The goal of this task is to have calls at least monthly between CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held during those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

##### **The CAM shall:**

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

##### **The Recipient shall:**

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call.

##### **Product:**

- Email to CAM concurring with call summary notes.

#### **Task 1.5 Quarterly Progress Reports**

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

##### **The Recipient shall:**

- Prepare a Quarterly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM on the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <https://www.energy.ca.gov/media/4691>.

##### **Product:**

- Quarterly Progress Reports

### **Task 1.6 Final Report**

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document and is limited to 25 pages. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

In addition to any other applicable requirements, the Final Report must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability; all applicable regulations and guidelines issued pursuant to the ADA; Cal. Gov. Code sects. 7405 and 11135; and Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

#### **The Recipient shall:**

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Draft Final Report complying with ADA requirements and following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit Final Report in Microsoft Word format or similar electronic format as approved by the CAM.

#### **Products:**

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

### **Task 1.7 Identify and Obtain Matching Funds widen**

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

**The Recipient shall:**

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
  - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
  - The amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant, a copy of the executed grant shall be submitted instead of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the Agreement additional match funds are received.
- Notify the CAM within 10 days if existing match funds are reduced during the Agreement. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

**Products:**

- A letter regarding match funds or stating that no match funds are provided.
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that matches funds were reduced (if applicable)

**Task 1.8 Identify and Obtain Required Permits**

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

**The Recipient shall:**

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies
  - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule, and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger additional CPR.

**Products:**

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

**Task 1.9 Obtain and Execute Subawards**

The goal of this task is to ensure quality products and to procure subrecipients required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures.

**The Recipient shall:**

- Manage and coordinate subrecipient activities.
- Submit a letter to the CAM describing the subawards needed or stating that no subawards are required.
- If requested by the CAM, submit a draft of each subaward required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of each executed subaward.
- If the Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.



**Products:**

- Letter describing the subawards needed, or stating that no subawards are required
- Draft subaward (if requested)
- Final subaward (if requested)

**TECHNICAL TASKS****TASK 2 PROJECT PRE-WORK: SITE DESIGN AND ENGINEERING**

The goal of this task is to complete all necessary pre-work to prepare for the 18 sites for installation. This includes site designs, assessing power capacity, and engineering analysis.

**The Recipient shall:**

- Complete walkthrough with each site owner including observations of geographic challenges, entrances and exit locations, placement of charging stations, timeline of installation, and other site-specific challenges.
- Gather site requirements for each site, assess power capacity, verify power capacity with utility, and submit final site requirements to CAM.
- Gather charging station specifications and integrate into engineering calculations/analyses
- Produce engineering drawings for the installation of chargers at each site and submit stamped engineering drawings to CAM.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the Recipient's authorized representative.
- Submit EVITP (Electric Vehicle Infrastructure Training Program) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

**Products:**

- Final site requirements for each site.
- Stamped engineering design drawings for each site.

**Task 3 Installation and Commissioning**

The goal of this task is to obtain all equipment, including charging hardware and any required equipment to complete preparation and installation at each site. Additionally, the goal of this task is to complete all required engineering and construction work, then install and commission all charging equipment at the 18 sites.

### **Task 3.1 Procurement**

#### **The Recipient shall:**

- Procure 230 charging units and all ancillary charger equipment and *provide proof of purchase* to CAM.
- Finalize schedule for charging units delivery.
- Execute purchase order and schedule delivery of the chargers.

#### **Products:**

- Purchase Orders for charging units and ancillary equipment.

### **Task 3.2 Site Design and Installation**

#### **The Recipient Shall:**

- Prepare Request for Proposals for installation contractor and select contractor for installation.
- Finalize sites designs and engineering.
- Install at 220 Level 2 and 10 DCFC charging ports.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the Recipient's authorized representative.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

#### **Products:**

- AB 841 Certification
- EVITP Certification Numbers of each EVITP certified electrician.

### **Task 3.3 Commissioning**

#### **The Recipient Shall:**

- Commissioning and provision of 220 Level 2 chargers and 10 single-port DC fast chargers for county charging ports, along with associated Load Management Controllers, to be operated by the County of Los Angeles' charging network.
- Run final diagnostics on chargers for each site.
- Confirm charger network activated for each site.
- Finalize data collection and analytics procedures with the network provider for each site.
- Finalize operations and maintenance plans with network provider and enforcement agencies for each site.
- Finalize payment system activation for each site.
- Finalize system handoff
- Activate chargers for regular use for each site.
- Develop and submit to CAM a Commissioning Report

#### **Products:**

- Commissioning Report

#### **TASK 4 OPERATIONS AND RELIABILITY**

Recipients shall comply with the reliability performance standards, recordkeeping, reporting, and maintenance requirements (henceforth, REQUIREMENTS) in this Scope of Work (SOW) for electric vehicles chargers installed as part of this Agreement. In the event the CEC adopts regulations that include REQUIREMENTS, for example as required by Assembly Bill 2061 (Ting, Chapter 345, Statutes of 2022) and/or Assembly Bill 126 (Reyes, Chapter 319, Statutes of 2023), those REQUIREMENTS shall supersede the REQUIREMENTS contained in this SOW for this Agreement wherever they are redundant or conflicting.

##### **Task 4.1 Operations**

###### **The Recipient Shall:**

- Operate the installed charging ports during the term of this agreement.
- Ensure that the charging port uptime for each charging port installed in the project is at least 97 percent of each year for six years after the beginning of operation.

###### **No products in this task.**

Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, this requirement to ensure operability for six years after the beginning of operation shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.

##### **Task 4.2 Recordkeeping**

The goal of this task is to collect, maintain, and transmit records of charging port operation and reliability to the CEC. The Recipient shall collect and retain the maintenance records specified in this section. The Recipient shall retain the services of a charging network provider that meets the criteria below. The recipient shall record, retain, and transmit the remote monitoring data for networked chargers specified in this section.

- The charging network provider must have an API of the CEC's choosing to permit the charging network provider to transfer the data required in this section directly to the CEC or the CEC's designee within 60 minutes of the record's generation.
- The charging network provider must have Subset Certification of the Charging Station Management System in the Open Charge Alliance OCPP Certification Program for OCPP version 2.0.1, published May 24, 2023, or a subsequent version of OCPP for Core, Advanced Security, and ISO 15118 Support functionalities.
- For networked chargers, the charging network provider's central system must have connection to the chargers using OCPP version 2.0.1 or a subsequent version of OCPP. This does not preclude the additional use of other communication protocols.
- For networked chargers, the charging network provider and chargers must transmit the following protocol data units between the Central Management System and the charger(s) as specified in OCPP version 2.0.1 or a subsequent version of OCPP:

- HeartbeatRequest shall be transmitted to the Central Management System by the charger on a set interval.
- HeartbeatResponse shall be transmitted to the charger by the Central Management System in response to any received HeartbeatResponse.
- Status Notification Request shall be transmitted by the charger to the Central Management System any time the charger or an associated charging port's operative status change.
- Boot Notification Request shall be transmitted by the charger to the Central Management System any time the charger is powered on.
- Boot Notification Response shall be transmitted by the Central Management System to the charger in response to any received Boot Notification Request.

**The Recipient Shall:**

- For networked chargers, ensure the charging network provider collects and retains the Remote Monitoring data below from each charging port installed and operated as part of this Agreement.
- For networked chargers, ensure the charging network provider automatically transmits the Remote Monitoring data below to the CEC, via API, within 60 minutes of the Remote Monitoring data's generation.
- For networked chargers, ensure the charging network provider retains the Remote Monitoring data below for 2 years from the date of each record's generation. Provide Remote Monitoring records to the CEC within 10 business days of request.
  - Provide digital records in a comma separated values (CSV) file unless another file format is approved by the CEC for the request.
  - Provide a clear and understandable data dictionary that describes each data element and any associated units with all digital records.
- For all chargers, collect and retain the maintenance records specified below for each charging port installed and operated as part of this agreement for 6 years from the date the charging port begins operation. Provide *maintenance records* to the CEC within 10 business days of request.

**Remote Monitoring Data for Networked Chargers**

- All instances of the following Protocol Data Units (PDUs), specified in OCPP 2.0.1, are transmitted between the charger and the central system.
  - Heartbeat Response
  - Status Notification Request
  - Boot Notification Request
- The total number of charge attempts for the reporting period.
- The total number of successful charging sessions for the reporting period.
- The total number of failed charging sessions for the reporting period.
- The percentage of successful charging sessions for the reporting period relative to the total number of charge attempts for the reporting period.

**Maintenance Records**

- Reports of inoperative charging ports or charging port failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
- For all chargers, records of any maintenance conducted on charging ports installed and operated as part of the agreement. Records should specify the following:

- Date and time of the maintenance event
- Whether maintenance was corrective or preventive in nature
- Whether and for how long the charging port was in an inoperative state prior to maintenance.
- Whether the charging port was in an operative state following maintenance

**Products:**

- Remote Monitoring Records
- Maintenance Records
- Data Dictionary

**Task 4.3 Maintenance Requirements**

The goal of this task is to increase reliability through timely and effective preventive and corrective maintenance. The Recipient shall conduct maintenance on each charger installed and operated as part of the Agreement as specified in this section.

**The Recipient Shall:**

- Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
- Complete corrective maintenance within 5 business days of the beginning of a time when the charger or charging port is inoperative or exhibiting failures that result in an inability to charge.
- Report on preventive and corrective maintenance in each Quarterly Report on Charger and Charging Port Reliability and Maintenance described in Task 4.4

**Products:**

- Maintenance section of Quarterly Report on Charger and Charging Port Reliability and Maintenance described in Task 4.4

**Task 4.4 Reporting**

The goal of this task is to provide reports on charger reliability and maintenance.

**The Recipient shall:**

- Write and submit to the CEC Quarterly Reports on Charger and Charging Port Reliability and Maintenance. Each report shall include:
  - A summary of charging port downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime shall be determined on a per charging port basis by summing the durations of all downtime events during the reporting period. The duration of a downtime event shall be the longest of the following periods:
  - For networked charging ports, the time after the charger has transmitted a Status Notification Request indicating that the charging port associated with that charger is in a “faulted” or “unavailable” state until a subsequent Status Notification Request is transmitted by that charger indicating that the charging port has transitioned to an “available,” “occupied,” or “reserved” state. The timestamps in each Status Notification Request shall be used to quantify downtime.
  - For networked chargers, the time between a Boot Notification Response transmitted by the Central Management System and the last Heartbeat Response transmitted by the

Central Management System prior to the Boot Notification Response. The timestamps in the relevant Boot Notification Response and Heartbeat Response shall be used to quantify downtime.

- For all charging ports, the time between the earliest record that a charging port is not capable of successfully dispensing electricity or otherwise not functioning as designed and the time it is available to deliver a charge. First record that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed includes, but is not limited to, consumer notification, internal diagnostics, or inspection, whichever is earliest.
- A summary of Excluded Downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events and include in each Quarterly Report on Charger and Charging Port Reliability and Maintenance. 'Excluded Downtime' includes:
  - Before Initial Installation: Downtime before the charging port was initially installed.
  - **Grid Power Loss:** Downtime during which power supplied by a third-party provider is not supplied at levels required for minimum function of the charging port. This may include service outages due to utility equipment malfunctioning or public safety power shutoffs. This does not include power generation or storage equipment installed to serve the charger(s) exclusively. Documentation from power provider detailing outage is required to claim this as excluded downtime.
  - **Vehicle Fault:** Any failure to charge or failure to meet the EV charging customer's expectation for power delivery due to the fault of the vehicle.
  - Outage for Preventative Maintenance or Upgrade: Downtime caused by any preventative maintenance or upgrade work that takes the charging port offline. This must be scheduled at least two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for preventative maintenance or upgrade work is 24 hours for any 12-month period.
  - Vandalism **and/or** Theft: Downtime caused by any physical damage to the charger or station committed by a third party. This may include theft of charging cables, damage to connectors from mishandling, or damage to screens. A maximum of 5 days may be claimed as excluded downtime for each Vandalism or Theft event. A police report or similar third-party documentation is required to claim this as excluded time.
  - Natural Disasters: Downtime caused by any disruption of the charging port due to a natural event such as a flood, earthquake, or wildfire that causes great damage. Third party documentation such as news reporting must be provided along with a narrative of the direct impacts to the chargers(s) to claim this as excluded downtime.
  - Communication Network Outages: Downtime caused by loss of communication due to cellular or internet service provider system outages. A Communication Network Outage can be claimed as excluded downtime provided the chargers default to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy free of charge to any consumer.
  - Operating Hours: Hours in which the charging port is in an operative state but that are outside of the identified hours of operation of the charging station.
- A summary and calculation of uptime and include it in each Quarterly Report on Charger and Charging Port Reliability and Maintenance. Each report shall include the uptime percentage of each charging port (Uptime) installed and operated as part of this Agreement for the reporting period. Charging port uptime shall be calculated as:

$$U = \frac{T - D + E}{T} * 100\%$$

U = Charging Port Uptime

T = Total charger minutes in the reporting period

1. Q1 reporting period = 129,600 minutes, except for a leap year, which is 131,040 minutes.
2. Q2 reporting period = 131,040 minutes.
3. Q3 and Q4 reporting periods = 132,480 minutes.

D = Total charging port downtime for the reporting period, in minutes.

E = Total charging port excluded downtime in the reporting period, in minutes.

- For networked charging ports, a summary of charge data and include in each Quarterly Report on Charger and Charging Port Reliability. The data will include:
  - Total number of charge attempts in the reporting period
  - Total number of successful charge attempts in the reporting period
  - Total number of failed charges in the reporting period
  - The percentage of successful charging sessions for the reporting period relative to the total number of charge attempts for the reporting period
  - A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps
- A summary of the total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Include details of all excluded downtime and a narrative description of events that caused the excluded downtime. Include the summary in each Quarterly Report on Charger and Charging Port Reliability.

**Products:**

- Quarterly Report on Charger and Charging Port Reliability and Maintenance, submitted in a manner specified by the CEC

**TASK 5 SEMI-ANNUAL ELECTRIC VEHICLE CHARGER INVENTORY REPORTS**

The goal of this task is to provide information on the number of chargers in the Recipient’s charging network in California, including both public and shared private, serving all vehicle sectors (light-, medium-, and heavy duty) excluding any charger used solely for private use at a single-family residence or a multifamily housing unit with four or fewer units.

**The Recipient shall:**

- Prepare an Electric Vehicle Charger Inventory Report, in a template provided by the CAM, that includes:
  - For chargers serving light-duty electric vehicles:
    - Number of public AC charging ports aggregated at the county level by charging network provider
    - Number of shared private AC charging ports aggregated at the county level by charging network provider
    - Number of public DC fast charging ports aggregated at the county level by charging network provider

- Number of shared private DC fast charging ports aggregated at the county level by charging network provider
  - For chargers serving medium- and/or heavy-duty vehicles:
    - Number of public AC charging ports aggregated at the county level by charging network provider
    - Number of shared private AC charging ports aggregated at the county level by charging network provider
    - Number of public DC fast charging ports aggregated at the county level by charging network provider
    - Number of shared private DC fast charging ports aggregated at the county level by charging network provider
    - Number of other publicly available charging ports at the county level by charging network provider
    - Number of other depots charging ports by power output (less than 50 kilowatts (kW), between 50 – 150 kW, 150 kW – 350 kW, 350 kW and above) at the county level by charging network provider (if applicable)
- Submit the *Electric Vehicle Charger Inventory Report* to the CAM no later than 30 calendar days after the Agreement is executed and then each calendar half-year thereafter. Reports are due at the end of July and end of January.

**Recipient Product:**

- Electric Vehicle Charger Inventory Report

**TASK 6 DATA COLLECTION AND ANALYSIS**

The goal of this task is to collect operational data from the project and to analyze that data for economic and environmental impacts.

**The Recipient shall:**

- For all electric vehicle chargers and charging stations installed on or after January 1, 2024:
  - Comply with recordkeeping and reporting standards as described in CEC’s regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
  - Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC’s regulations.
  - Without limitation to other requirements in this Agreement, Recipient shall comply with any other regulatory requirements, including uptime and operation and maintenance requirements. Such regulatory requirements may be enacted after execution of this Agreement. Once regulations are final, they will apply to work under this Agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under this Agreement.
  - If the Recipient is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host’s right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Recipient shall verify receipt by signing the disclosure.
- Collect and provide the following data:
  - Number, type, date, and location of chargers installed.



- The nameplate capacity of the installed equipment, in kW for chargers.
- Number and type of outlets per charger.
- Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
- Total cost per charger, the subsidy from the CEC per charger, federal subsidy per charger, utility subsidy per charger, and privately funded share per charger.
- Collect and provide 12 months of throughput, usage, and operations data from the project including, but not limited to:
  - Number of charging sessions
  - Average charger downtime
  - Peak power delivered (kW)
  - Duration of active charging, hourly
  - Duration of charging session, hourly (e.g., vehicle parked but not actively charging)
  - Average session duration
  - Energy delivered (kWh)
  - Average kWh dispensed
  - Types of vehicles using the charging equipment
  - Applicable price for charging, including but not limited to electric utility tariff, EVSP (Electric Vehicle Service Provider) service contract, or public charger price
  - Payment method for public charging
  - Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
  - Maximum capacity of the new fueling system
  - Normal operating hours, up time, downtime, and explanations of variations
  - Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
  - Expected air emissions reduction, for example:
    - Non-methane hydrocarbons
    - Oxides of nitrogen
    - Particulate Matter
    - Formaldehyde
  - Duty cycle of the current fleet and the expected duty cycle of future vehicle acquisitions
- Identify any current and planned use of renewable energy at the facility.
- Identify the source of the alternative fuel.
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations.
- Provide data on potential job creation, economic development, and increased state revenue from expected expansion.
- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments.
- Provide a Data Collection and Information Analysis Report that lists and analyzes all the data and information described above.

**Products:**

- Data Collection and Information Analysis Report

**TASK 7 PROJECT FACT SHEET**

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

**The Recipient shall:**

- Prepare an Initial Project Fact Sheet at the start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a Final Project Fact Sheet at the project's conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

**Products:**

- Initial Project Fact Sheet
- Final Project Fact Sheet
- High Quality Digital Photographs

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	12/4/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Registrar-Recorder/County Clerk	
<b>SUBJECT</b>	REQUEST APPROVAL OF CONTRACT #24-005 WITH K&H INTEGRATED PRINT SOLUTIONS FOR OUTGOING VOTE BY MAIL SERVICES	
<b>PROGRAM</b>	Election Vote By Mail Ballot Packet Printing and Mailing Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<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 <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$113,888,239	Funding source: The Department has ongoing and one-time funding for outgoing vote by mail services in the Fiscal Year 2024-25 Budget. Any additional funding required will be requested in future budget cycles, as necessary..
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	<p>The purpose of the recommended Contract with K&amp;H Integrated Print Solutions (K&amp;H) is to provide rapid and accurate Vote by Mail (VBM) election outgoing mailing services on an intermittent basis to prepare and send VBM ballots to all registered Los Angeles County voters prior to scheduled elections and on an as-needed basis for special elections. Scheduled elections include the Uniform District Election Law (UDEL), Primary and General Elections. Special Elections are unscheduled elections that are conducted on as-needed basis (Elections Code section 10002). K&amp;H will print and mail VBM ballots, as part of the outgoing election mailing process to all County voters before each election. These services are necessary for all regularly scheduled elections and, on an as-needed basis, for special elections or special election-related projects.</p>	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The California Voter's Choice Act (VCA) (codified in Elections Code section 4005 et. seq.) was fully implemented in Los Angeles County in 2020, four years ahead of schedule (originally 2024), and in response to the COVID-19 pandemic. The early adoption of the VCA by your Board ensures that all voters receive a VBM ballot and have an additional safe and accessible voting option. Under the VCA, all registered, active voters are mailed a VBM ballot 29 days before election day. Prior to the enactment and implementation of the VCA, voters were required to request a VBM ballot if they desired one.</p> <p>The previous process resulted in approximately 2 million voters requesting VBM ballots during major countywide elections. With the full implementation of the VCA in Los Angeles County, the RR/CC is now required to automatically mail a VBM ballot to approximately all 5.7 million registered voters in every Countywide election. Since 2020, the RR/CC has mailed approximately 5.7 million VBM ballots during each Countywide election. The RR/CC works closely with K&amp;H to provide full-service outgoing VBM Election Mailing Services using state of the art equipment at K&amp;H's mailing facility. The new contract with K&amp;H will assist the RR/CC to prepare and send Vote by Mail ballots to all registered voters in Los Angeles County prior to all future scheduled and special elections.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Jerome Jordan Assistant RR/CC, Administrative Services (562) 462-2652 <a href="mailto:jjordan@rrcc.lacounty.gov">jjordan@rrcc.lacounty.gov</a> Monica Flores Assistant RR/CC, Candidate and Voter Services (562) 462-2697 <a href="mailto:mflores@rrcc.lacounty.gov">mflores@rrcc.lacounty.gov</a>	



## LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN

Registrar-Recorder/County Clerk

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:

### **REQUEST APPROVAL OF CONTRACT #24-005 WITH K&H INTEGRATED PRINT SOLUTIONS FOR OUTGOING VOTE BY MAIL SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Department of Registrar-Recorder/County Clerk (Department) requests approval to execute Contract #24-005 with K&H Integrated Print Solutions (Contractor) to provide Outgoing Vote by Mail Services to assist with the preparation and delivery of Vote by Mail ballots to voters before elections.

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

1. Approve a Contract with Contractor substantially similar to Attachment 1, to provide Outgoing Vote by Mail Services, for an initial period of five (5) years, with two (2) additional one-year periods and six (6) month-to-month extensions, for a total maximum Contract term of seven (7) years and six (6) months and a total Contract sum of \$113,888,239 which includes both the initial term and all optional and extension terms.
2. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC) or designee to prepare and execute future amendments to extend the initial five (5) year Contract for two (2) one-year options and six (6) month-to-month extensions.
3. Delegate authority to the RR/CC or designee to prepare and execute future amendments to the Contract as needed to: (1) reflect changes resulting from changes in federal, state and County legislation; (2) reflect changes resulting from changes in County Policy Terms and Conditions; or (3) modify the Statement of Work to meet operational needs based on County Counsel advisement.

4. Delegate authority to the RR/CC or designee to execute changes to the total Contract sum up to an additional ten percent (10%), or \$11,388,824, to account for any unforeseen increases provided County Counsel approval is obtained.
5. Delegate authority to the RR/CC or designee to terminate the Contract provided County Counsel approval is obtained.

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

The purpose of the recommended Contract with the Contractor is to assist the Department with preparing and sending Vote By Mail (VBM) ballots to all registered voters in Los Angeles County (County) prior to scheduled elections and on an as-needed basis for special elections, and providing rapid and accurate VBM election outgoing mailing services on an intermittent basis. Scheduled elections include elections to be administered pursuant to the Uniform District Election Law (UDEL), primary elections, and general elections. Special Elections are unscheduled elections that are requested or needed basis, as authorized by the County Board of Supervisors (BOS) or by the Governor of the State of California (e.g., Elections Code section 362, 8026, 10002, 10406, and 10700). Contractor will print and mail VBM ballots, as part of the outgoing election mailing process to all County voters before each election. These services are necessary for all regularly scheduled elections and, on an as-needed basis, for special elections or special election-related projects.

Specifically, Contractor will be responsible for printing and producing VBM packets, which are mailed to voters ahead of each election. VBM packets contain various election materials, such as voter instructions, vote center and consolidated drop box locations, the "I Voted" sticker, inserts, the VBM ballot, and a return envelope. Contractor will provide all of the following applicable services during the outgoing election mailing process: (1) print VBM ballots and related generic election materials; (2) prepare and insert materials into envelopes; (3) provide inkjet equipment and staff to print election information onto envelopes and other election materials; (4) provide insertion equipment and staff to insert materials into VBM packets and other election materials; and (5) provide other mailing services (i.e., presort, storage, verification, transport of VBM ballot envelope packets to the U.S. Postal Service (USPS) to meet their specifications, and the formatting of USPS Address Correction Service data, if made available, from all eligible mailings).

The Department will begin planning and working with Contractor as early as one hundred twenty (120) days before any election.

### **California Voter's Choice Act**

The California Voter's Choice Act (VCA) (codified in Elections Code section 4005 et. seq.) was fully implemented in Los Angeles County in 2020, four years ahead of schedule (originally 2024), and in response to the COVID-19 pandemic. The early adoption of the VCA by the BOS ensures that all voters receive a VBM ballot and have an additional safe and accessible voting option.

Under the VCA, all registered, active voters are mailed a VBM ballot twenty-nine (29) days before election day. Prior to the enactment and implementation of the VCA, voters

were required to request a VBM ballot if they desired one. The previous process resulted in approximately two million (2,000,000) voters requesting VBM ballots during major Countywide elections. With the full implementation of the VCA, the Department is now required to mail a VBM ballot to every registered voter in the County, totaling approximately 5.7 million VBM ballots for every Countywide election. Since 2020, the Department has mailed approximately 5.7 million VBM ballots for each Countywide election. The Department also mails VBM ballots to absent military service members and overseas voters in each election, and to eligible voters in local elections.

### Upcoming Elections

During the base Contract term, the Department anticipates having to conduct approximately twenty-five elections, including five Countywide elections. In addition to the scheduled elections, the Contract provides the Department with flexibility to provide voters with outgoing VBM Election Mailing services in the event of any unscheduled elections.

### Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

**Goal No. III, Realize Tomorrow's Government Today:** Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. The Department strives to be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

### FISCAL IMPACT / FINANCING

The total Contract sum is \$113,888,239, which includes the initial term and all option terms. The maximum Contract sum is \$125,277,063, which includes an additional ten (10) percent, or \$11,388,824, to account for unforeseen increases provided that approval to do so is obtained from County Counsel.

- [Five Year] Base Term: \$71,542,064
- Option Year 1: \$14,308,413
- Option Year 2: \$14,308,413
- Option 6 months: \$13,729,349

The Department has ongoing and one-time funding for Outgoing Vote By Mail services in the Fiscal Year 2024-25 Budget. Any additional funding required will be requested in future budget cycles, as necessary.

### FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The BOS is authorized to approve this Contract pursuant to Government Code section 23004.

The Department has determined that this is not a Proposition A Contract because the services are provided on a part-time or intermittent basis, and therefore, provisions of the County's Living Wage Program do not apply.

Pursuant to the Elections Code, the RR/CC is the County elections official responsible for and required to conduct federal, State and local elections, including to ensure the availability of VBM ballots to voters for such elections (Elections Code section 3000 et seq.).

The Contract contains County standard provisions regarding Contractor obligations and compliance with all Board of Supervisors and Chief Executive Office (CEO) requirements.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) was consulted with regard to the information technology (IT) components of this request. The OCIO determined this recommended action does not necessitate a formal CIO Analysis.

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

Under the VCA, the County is currently responsible for mailing VBM ballots to approximately 5.7 million registered voters for every Countywide election. In addition, the Department is responsible for providing election support services to conduct city, district and special elections upon request by the local jurisdictions and approval by the BOS. Pursuant to California Elections Code section 3114, VBM ballots must also be mailed to eligible military and overseas voters by no later than 45 days before an election, and all other registered voters must be mailed a ballot no later than twenty-nine (29) days before the day of election (Cal. Elec. Code § 3000.5).

This Contract ensures continuation of outgoing VBM Election Mailing Services for approximately 5.7 million registered voters in the County in upcoming elections through the expiration of the Contract. These services are necessary to meet functional, business, and legal requirements mandated by federal and state law.

County Counsel has reviewed this Board letter and attached Contract and has approved the Contract as to form. The Contract contains County standard provisions and is in compliance with all BOS, CEO, and County Counsel requirements.

### **CONTRACTING PROCESS**

The Department issued Request for Proposals (RFP) #23-002 on November 8, 2023, on the County's "Doing Business with the County" website for proposals from firms that provide Election Mailing Services. Additionally, solicitation letters were sent to all vendors certified by the California Secretary of State to print ballots within the State of California.

The Proposers' Conference was held virtually online on November 29, 2023, and attended by two (2) vendors.

Advertisements were published with the following newspapers that cover all five Board Districts: Los Angeles Times, Los Angeles Daily News, and Whittier Daily News. The RFP was also placed on social media via the Department's Facebook and Twitter accounts. The Department received submissions from two proposers. One submission was disqualified as a result of an incomplete submission and inability to meet the minimum requirements set forth within the RFP, which were material enough to deem the proposal non-responsive. Disqualification review was requested by the Proposer, which was conducted by the Department. The Department found no merit in the request for review.

The three-phase evaluation process analyzed each proposer's ability to meet the minimum requirements, their business and cost proposals, and their respective finalist presentations, resulting in the Contractor's proposal being chosen as the top ranked, highest scored proposal. Therefore, this proposer is now recommended as the Contractor for this Contract.

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

### **IMPACT ON CURRENT SERVICES**

Approval of Contract #24-005 with the Contractor will ensure the County's registered voters receive VBM ballots accurately and timely prior to each election. The Department works closely with The Contractor to provide full-service Outgoing VBM Election Mailing Services using state of the art equipment at Contractor's mailing facility. The new Contract with The Contractor will assist the Department to prepare and send VBM ballots to all registered voters in Los Angeles County prior to all future scheduled and special elections. Approval of the recommended action will ensure that VBM ballots are mailed to approximately all 5.7 million active, registered voters in Los Angeles County during major elections during the contract term.

Respectfully submitted,

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

DCL:JG:MF  
JJ:JS:jw

Attachments

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





**CONTRACT #24-005**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**K&H INTEGRATED PRINT SOLUTIONS**

**FOR**

**OUTGOING VOTE BY MAIL SERVICES**

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## **EXHIBITS**

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
  - F1** Contractor Acknowledgement and Confidentiality Agreement
  - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
  - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Forms Required at the Completion of The Contract Involving Intellectual Property Developed-Designed By Contractor
  - H1** Intentionally Omitted
  - H2** Intentionally Omitted
  - H3** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Intentionally Omitted
- L** Debarment Certification
- M** Background Check Attestation Form

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
K&H INTEGRATED PRINT SOLUTIONS  
FOR  
OUTGOING VOTE BY MAIL SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and K&H Integrated Print Solutions (K&H), hereinafter referred to as "Contractor". K&H is located at 7720 Hardeson Road, Suite A, Everett, Washington 98203.

**RECITALS**

WHEREAS, the County may contract with private businesses for Outgoing Vote by Mail Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Outgoing Vote by Mail Services; and

WHEREAS, the Board of Supervisors has authorized the Department Head of the Registrar-Recorder/County Clerk to enter into this Contract with the Contractor for Outgoing Vote by Mail services pursuant to Government Code Sections 23005 and 31000.

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A through M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Exhibits:**

- Exhibit A      Statement of Work and Attachments
- Exhibit B      Pricing Schedule
- Exhibit C      Intentionally Omitted

- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution
  - F1** Contractor Acknowledgement and Confidentiality Agreement
  - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
  - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit G Safely Surrendered Baby Law
- Exhibit H Intentionally Omitted
  - H1** Intentionally Omitted
  - H2** Intentionally Omitted
  - H3** Intentionally Omitted
- Exhibit I Intentionally Omitted
- Exhibit J Intentionally Omitted
- Exhibit K Intentionally Omitted
- Exhibit L Debarment Certification
- Exhibit M Background Check Attestation Form

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

## **2.0 DEFINITIONS**

### **2.1 Standard Definitions**

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



- 2.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.2 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.
- 2.1.3 County Information:** Any County information, data, records, and information to which Contractor has access or possession or that have otherwise been provided to Contractor, whether or not intended under or for the purposes of the Contract, and includes any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular voter, consumer or household including name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data. For the avoidance of doubt, County Information shall include (a) all “nonpublic information,” as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.), (b) personal information as defined by California Civil Code §§ 1798.29, 1798.8082, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) as amended and supplemented by the California Privacy Rights Act of 2020 (effective December 16, 2020; operative January 1, 2023), (c) protected health information or individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103), (d) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679), and/or (e) affidavits of voter registration, voter registration information, and voter registration records as set forth in California Elections Code section 2194, California Government Code section 7924.000 and California Code of Regulations section 19001 et seq. For the further avoidance of doubt, County Information is not limited to proprietary or confidential information, and need not constitute trade secret information.
- 2.1.5 Contractor’s Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

- 2.1.6 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Registrar-Recorder/County Clerk, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Department Head:** The Registrar-Recorder/County Clerk.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

### **3.0 WORK**

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

### **4.0 TERM OF CONTRACT**

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

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

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

### **5.0 CONTRACT SUM**

#### **5.1 Total Contract Sum**

The maximum total Contract Sum is \$113,888,239. All costs should be charged in accordance with Exhibit B (Pricing Schedule). The maximum Contract Sum for the Base Term is \$71,542,064. The maximum Contract Sum for each Option Year is \$14,308,413 and the maximum Contract Sum for the six month-to-month extensions is \$13,729,349.

The Contract allows the RR/CC, or designee, to execute amendments increasing the contract sum up to 10% of the original Contract Sum if approved by County Counsel. If the option to increase the Contract Sum is exercised, the maximum contract amount for the Contract will not exceed \$125,277,063.

## **5.2 Written Approval for Reimbursement**

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

## **5.3 Notification of 75% of Total Contract Sum**

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

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

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

## **5.5 Invoices and Payments**

**5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

**5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks,

deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

- 5.5.3** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.4** All invoices under this Contract must be submitted via hard copy and email to the following address:

Registrar-Recorder/County Clerk  
ATTN: Accounts Payable  
12400 Imperial Highway, Room 7211  
Norwalk, CA 90650  
[accountspayable@rrcc.lacounty.gov](mailto:accountspayable@rrcc.lacounty.gov)

**5.5.5 County Approval of Invoices**

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

**5.5.6 Preference Program Enterprises - Prompt Payment Program (if applicable)**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

**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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 County's Project Director**

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

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

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

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

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### **6.4 County's Project Monitor**

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

### **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

#### **7.2 Contractor's Project Manager**

**7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

#### **7.3 Approval of Contractor's Staff**

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

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

- 7.5.1** Background and security investigations of Contractor staff are required as a condition of beginning and continuing work under this Contract. Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.9.
- 7.5.2** For purposes of background and security investigations, all of the positions assigned to Contractor's staff performing services under this Contract are designated sensitive positions. As such, Contractor staff shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of if the member of Contractor staff passes or fails the background investigation.
- 7.5.3** No staff employed by the Contractor or Subcontractor for this service having access to Departmental information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the staff for this service is approved in writing by the County.
- 7.5.4** If a member of Contractor staff does not pass the background investigation, County may request that the member of Contractor staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor staff any information obtained through the County's background investigation.
- 7.5.5** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.



- 7.5.6** Disqualification of any member of Contractor staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.7** No Contractor or Subcontractor staff providing services under this Master Agreement shall be on active probation or parole.
- 7.5.8** Contractor or Subcontractor staff performing services under this Master Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.9** Contractor shall sign, attest, and adhere to Exhibit M (Background Check Attestation Form).

## **7.6 Confidentiality**

- 7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

- Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- Contractor will cause each employee performing services covered by this Contract and receiving County Information to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- Contractor will cause each non-employee and each Subcontractor and their respective employees performing services covered by this Contract and receiving County Information to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

**8.1.1** For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Department Head or their 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 must be prepared and executed by the contractor and the Department Head or their designee.

**8.1.3** For any change which is clerical or administrative in nature and/or does not affect any material term or condition of this Contract, a written change order ("Change Notice") may be prepared and executed by the Department Head or their designee.

**8.1.4** The Department Head or his/her 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 will not change any other term or condition of this Contract during the period of

such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Department Head or their designee.

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

**8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

## **8.3 Authorization Warranty**

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

## **8.4 Budget Reductions**

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

## **8.5 Complaints**

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

### **8.5.1 Complaint Procedures**

- Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- Copies of all written responses must be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

## **8.7 Compliance with Civil Rights Laws**

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

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

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

### **8.8.2 Written Employee Jury Service Policy**

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its "Employees" as defined in Section 2.203.020 of the County Code will receive from the Contractor, on an annual basis, no less than five (5) 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.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor.

“Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

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

## **8.9 Conflict of Interest**

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

hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.9.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

**8.11 Consideration of Hiring GAIN/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](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

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



## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

Contractor must certify that they are not suspended, excluded or debarred (Debarment Certification, Exhibit L) from the list Federal Suspended and Debarred Vendors ([https://sam.gov/content/home\\_](https://sam.gov/content/home_)) or the State of California Debarred Vendors (<https://www.dir.ca.gov/dlse/debar.html>).

County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

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

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

The County may debar a contractor if the Board 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**

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is

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

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

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

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

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

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

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

**8.14.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **8.15 County's Quality Assurance Plan**

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

### **8.16 Damage to County Facilities, Buildings or Grounds**

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

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

### **8.17 Employment Eligibility Verification**

**8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the

citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.18 Counterparts and Electronic Signatures and Representations**

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

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

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). For avoidance of doubt, force majeure events shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the coronavirus COVID-19 pandemic.
- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as

between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

**8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

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

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Registrar-Recorder/County Clerk  
Contracts and Grants Section  
Attention: Contract Monitor  
[contracts@rrcc.lacounty.gov](mailto:contracts@rrcc.lacounty.gov)



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

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

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

### **8.24.4 Cancellation of or Changes in Insurance**

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

### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its

sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Must Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as

respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

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

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

## 8.25 Insurance Coverage

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

General Aggregate: \$5 million

Products/Completed Operations Aggregate: \$5 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### 8.25.4 Unique Insurance Coverage

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it

must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

## **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Director, or their designee, in a written notice describing the reasons for said action.

**8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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 Director, or their 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 two thousand dollars (\$2,000) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

**8.28.2** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

**8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination

provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

### **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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



### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if

disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director.

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

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

**8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements,

cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

**8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

**8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Registrar-Recorder/County Clerk  
Contracts and Grants Section  
Attention: Contract Monitor  
[contracts@rrcc.lacounty.gov](mailto:contracts@rrcc.lacounty.gov)

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

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

**8.42 Termination for Convenience**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as would not have been terminated by such notice.

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

## **8.43 Termination for Default**

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

**8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the 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.

#### **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:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

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



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

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the

term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

#### **8.53 Time Off for Voting**

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material

breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.57 Compliance with the County Policy of Equity**

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

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

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

#### **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.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

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

**9.2.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

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

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

**9.2.4** The County will use reasonable means to ensure that the Contractor's specifically identified proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

**9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are

not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

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

**9.3.1** The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

**9.3.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

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

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

### **9.4 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County's data and/or information, including any County Information as defined herein, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National

Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>.

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

Contractor(s) must certify that any County data or County Information stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data and County Information was destroyed and is unusable, unreadable, and/or indecipherable.

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Intentionally Omitted**

## **10.0 Survival**

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments and Change Notices
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.36	Public Records Act
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver

Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Registrar-Recorder/County Clerk, the day and year first above written.

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
DEAN C. LOGAN

Registrar-Recorder/County Clerk

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TAX IDENTIFICATION NUMBER

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By

\_\_\_\_\_  
EVA W. CHU

Senior Deputy County Counsel

## **EXHIBITS**

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE
- C INTENTIONALLY OMITTED
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
  - F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
  - F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
  - F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H FORMS REQUIRED AT THE COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR
  - H1 INTENTIONALLY OMITTED
  - H2 INTENTIONALLY OMITTED
  - H3 INTENTIONALLY OMITTED
- I INTENTIONALLY OMITTED
- J INTENTIONALLY OMITTED
- K INTENTIONALLY OMITTED
- L DEBARMENT CERTIFICATION
- M BACKGROUND CHECK ATTESTATION FORM

# STATEMENT OF WORK AND ATTACHMENTS

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**SOW ATTACHMENTS**

- 1** Contract Discrepancy Report (CDR)
- 2** Performance Requirements Summary (PRS) Chart
- 3** Sample Election Timeline

# STATEMENT OF WORK (SOW)

## 1 SCOPE OF WORK

### 1.1 Objective

Pursuant to this Contract entered into between Los Angeles County (County) and the Contractor (Contractor) for outgoing vote by mail services (Contract) and this SOW, the Contractor is responsible for printing and producing Vote By Mail (VBM) packets, which are mailed to voters ahead of each election. VBM packets contain various election materials, such as voter instructions, vote center and consolidated drop box locations, the "I Voted" sticker, inserts, the VBM ballot, and a return envelope. Under the California Voter's Choice Act (Cal. Elec. Code § 4005 et seq.), the County is responsible for mailing ballots to almost 5.7 million registered voters during Countywide elections. In addition, the County Registrar-Recorder/County Clerk (RR/CC) is responsible for providing election support services to conduct city, district and special elections upon request or on an as-needed basis by the local jurisdictions and as authorized by the County Board of Supervisors or by the Governor of the State of California. Pursuant to California Elections Code section 3114, VBM ballots must be mailed to eligible military and overseas voters by no later than 45 days before an election, and all other registered voters must be mailed a ballot no later than 29 days before the day of election (Cal. Elec. Code § 3000.5).

Contractor will print and mail VBM ballots, as part of the outgoing election mailing process to all County voters before each election. These services are necessary for all regularly scheduled elections and, on an as-needed basis, for special elections or special election-related projects.

Specifically, Contractor will provide all of the following applicable services during the outgoing election mailing process: (1) print VBM ballots and related generic election materials (2) prepare and insert materials into envelopes; (3) provide inkjet equipment and staff to print election information onto envelopes and other election material; (4) provide insertion equipment and staff to insert materials into VBM packets and other election material (5) provide other mailing services (i.e., presort, storage, verification, transport of VBM ballot envelope packets to the U.S. Postal Service (USPS) to meet their specifications, and the formatting of USPS Address Correction Service data, if made available, from all eligible mailings).

The RR/CC will begin planning and working with Contractor as early as 120 days before any election.

A sample timeline of services is provided in Attachment 3 (Sample Election Timeline) of this Exhibit A.

### 1.2 Confidential Voter Information

Under applicable State law and regulations, including but not limited to California Elections Code section 2194, California Government Code section 7924.000, and Title 2, Division 7, Chapter 1, Section 19003 of the California Code of Regulations, a voter's home address, telephone number, email address, prior registration information shown on affidavit of registration, signature, California driver's license number, California identification card

number, social security number or any other unique identified use by the State of California for purposes of voter identification (collectively, Confidential Voter Information, defined below), shall constitute confidential information that may not be disclosed or used in any manner except as authorized under applicable laws and regulations.

Contractor acknowledges the confidentiality of such Confidential Voter Information and agrees to use any and all Confidential Voter Information it receives in the performance of this Contract and SOW for authorized purposes only, pursuant to California Elections Code Section 2194 and Section 19003 of the California code of Regulations, as those may be amended from time to time. Contractor agrees to maintain the confidentiality of all Confidential Voter Information it receives. Contractor acknowledges that any failure to maintain the confidentiality of Confidential Voter Information received in the performance of this Contract and SOW, or any unauthorized disclosure of Confidential Voter Information received in the performance of this Contract and SOW, shall be cause for termination of the Contract.

Contractor understands and acknowledges it is a misdemeanor for any person in possession of Confidential Voter Information to knowingly use or permit the use of all or any part of that information for any purpose other than as permitted by law, and that violations of applicable laws and regulations could subject responsible parties to penalties.

## **2 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

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

## **3 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

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

## **4 QUALITY ASSURANCE PLAN**

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

#### **4.1 Periodic Meetings**

Contractor is required to attend scheduled meetings and meetings as needed or requested by the County.

#### **4.2 Contract Discrepancy Report (Attachment 1)**

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within one (1) business day, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within two (2) business days.

#### **4.3 County Observations**

In addition to RR/CC 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 DEFINITIONS**

**5.1 Ballot Drop Box or VBM Ballot Drop Box:** An official receptacle established by the County elections official at designated locations whereby a VBM ballot may be returned to the County elections official, consistent with California Elections Code Sections 3025 and 4005.

**5.2 Ballot on Demand:** Ballots that are printed as necessary for voters who want to vote in person at RR/CC, voters currently incarcerated, or voters currently hospitalized and have given authorization to have a ballot picked up by a proxy.

**5.3 Ballot Packets:** Fully assembled VBM packets, including all election specific materials (e.g., return identification envelope, "I Voted" sticker, ballot wraps, instructions, etc.).

**5.4 Ballot Return Envelopes:** Envelopes to be used by voters for the return of VBM ballots to election officials.

**5.5 Ballot Roundtrip Tracking:** A service by which voters can subscribe to receive automated alerts via text message or email to track their outgoing and returned VBM Ballot.

- 5.6 Ballot Wrap:** Paper included with the ballot containing voter information such as mailing instructions, how to track the ballot, and the "I Voted" sticker.
- 5.7 California Voter's Choice Act:** A state law established by Senate Bill 450 and approved by the California legislature in 2016 that provides requirements and conditions for the vote center model of conducting elections using vote centers and VBM ballot drop boxes, as codified in Division 4 of the California Elections Code, Section 4005 et seq. The vote center model of conducting elections features expansion of VBM voting including mailing every registered voter a VBM ballot, multiple days of in-person voting, and allowing voters to cast a ballot at any vote center within their county.
- 5.8 CASS (Coding Accuracy Support System):** A system used by the USPS to evaluate the accuracy of software that corrects and matches street addresses. The CASS software will correct and standardize addresses, add missing address information, such as ZIP codes, cities, and states, to ensure the address is complete. The CASS software also performs delivery point validation to verify whether an address is a deliverable address and check against the USPS Locatable Address Conversion System to update addresses that have been renamed or renumbered.
- 5.9 Confidential Voter Information:** A voter's home address, telephone number, email address, prior registration information shown on affidavit of registration, signature, California driver's license number, California identification card number, social security number or any other unique identified use by the State of California for purposes of voter identification (California Elections Code section 2194, California Government Code section 7924.000, and Title 2, Division 7, Chapter 1, Section 19003 of the California Code of Regulations.)
- 5.10 Contract or Agreement:** The entire Contract executed between the County and Contractor for the provision of outgoing VBM services, including, but not limited to the terms and conditions in the Contract, this SOW, and all appendices, exhibits and attachments. The terms Contract and Agreement are used interchangeably.
- 5.11 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 5.12 Election Plan:** A plan completed by the Contractor which accounts for each and every election task as described in specific work requirements. The plan will be used as a management tool to ensure the successful completion of all tasks and deliverables set forth in the SOW, according to legally mandated and time sensitive timeframes.
- 5.13 "E" dates (e.g., E-, E or E+):** "E" Refers the day of the election; "E-" refers to the number of days before the date of an election; and "E+" refers to the numbers of day after an election (E+).
- 5.14 Elections (i.e., Federal, Statewide, and local):** A formal and organized process by which registered voters in a jurisdiction elect a candidate(s) and/or vote on ballot measure(s).



- 5.15 Election Management System (EMS):** A system that defines, develops, and maintains election databases, manages and maintains voter registration data, performs election definitions and setup functions, formats ballots, acquires the tabulation results, consolidates the aggregate election results, produce report results, and maintains its audit trails.
- 5.16 Federal Election:** A primary, general, or special election conducted to elect a candidate for federal office, including the office of the President, Vice President, Member of the United States Senate, or Member of the United States House of Representatives.
- 5.17 General Election:** A statewide general election that occurs in November of even-numbered years (e.g., 2022, 2024, 2026.).
- 5.18 Generic Materials:** Materials other than the ballot that is related to an election, which includes, but is not limited to, ballot wrap, "I Voted" sticker, flyers, notices, postcards, paper write-in ballots, envelopes, and informational voting signage.
- 5.19 Indicia:** A design on the mail piece which indicates the type of postage.
- 5.20 Insertion Materials:** Refers to the materials inserted in the Outgoing Envelope (defined below). Insertion materials include one of each of the following: Ballot Return Envelope, official VBM ballot, ballot wrap, and other election materials, if applicable.
- 5.21 Interface:** The point of interaction with software, or computer hardware, or with peripheral devices such as a computer monitor or a keyboard.
- 5.22 Local Election:** A municipal, county, or district election.
- 5.23 Mass File:** A data set (which includes Confidential Voter Information) of all voters who receive a VBM ballot.
- 5.24 Military or Overseas Voter:** Refers to a voter who is permanently or temporarily residing out of the County during an election.
- 5.25 Outgoing Envelope:** Envelope containing all VBM voting materials mailed to the voter.
- 5.26 Precinct:** A geographical area within a county that is made up of voters and is formed pursuant to Chapter 3 (commencing with Section 12200) of Division 12 of the California Elections Code.
- 5.27 Primary Election:** An election that occurs in March or June of even-numbered years (e.g., 2022, 2024, 2026) as determined by law.
- 5.28 Presorting:** Mail sorted by zip codes for 3rd class (nonprofit) mailing rate.
- 5.29 Remake Paper Stock:** Ballot paper used to remake a ballot that cannot be read by the ballot tally machines.

- 5.30 Department of Registrar-Recorder/County Clerk (RR/CC):** The County of Los Angeles Department of Registrar-Recorder/County Clerk and staff responsible for the update and file maintenance of voter registration records and the conduct of elections in the County.
- 5.31 RR/CC Headquarters:** The office where RR/CC headquarters is located, at the address commonly known as 12400 Imperial Highway, Norwalk, CA 90650.
- 5.32 Sectional Center Facility (SCF):** A postal facility that serves as the processing and distribution center (P&DC) for USPS post offices in a designated geographic area, as defined by the first three digits of the ZIP Codes of those offices. Some SCFs serve more than one 3–digit ZIP Code range.
- 5.33 Scheduled Election:** An election that is regularly scheduled to take place on an established election date as set forth in State or federal law.
- 5.34 Special Election:** An unscheduled election conducted as requested or needed, as authorized by the County Board of Supervisors or by the Governor of the State of California.
- 5.35 Statewide Election:** An election held throughout the State of California.
- 5.36 USPS:** The United States Postal Service. For more information, visit <https://www.usps.com/>.
- 5.37 Vote By Mail Ballot (VBM Ballot or Ballot):** Ballot used by a voter to cast their vote by mail in an election. The RR/CC utilizes a variable size marked sense paper ballot. A ballot can consist of multiple 2-sided ballot cards which varies by election.
- 5.38 Vote Center:** A designated voting location in the County where a voter can register to vote, cast their in-person ballot or drop off their VBM Ballot during the voting period in an election.
- 5.39 Voter Registration File** (also known as Voter File): Refers to a file of all voter registration records in the County. The files will include a variety of voter types, including, without limitation, military, overseas, and foreign language voters. The Voter Registration File contains Confidential Voter Information.

## 6 RESPONSIBILITIES

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

### COUNTY

#### 6.1 Personnel

The County will administer the Contract according with Paragraph 6 (Administration of Contract – County) of the Contract. 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 8.1 (Amendments).

## **CONTRACTOR**

### **6.2 Contractor Project Manager**

- 6.2.1 Contractor shall provide at least three (3) Contractor Project Managers (two (2) primary and one (1) backup) responsible for the production and mailing of VBM ballots. The County reserves the right to request a new Project Manager, should operational performance not meet established expectations. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.2.2 Contractor Project Manager shall act as a central point of contact with the County.
- 6.2.3 Contractor Project Manager shall have four (4) years of experience within the last six (6) years providing outgoing election mailing services for a jurisdiction with greater than 3,000,000 registered voters, preferably processing Official Election Mail.
- 6.2.4 Contractor Project Manager or their designee shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor Project Manager or their designee shall be able to effectively communicate in English, both orally and in writing. Within 24 hours of any change in Project Manager(s), Contractor must provide all relevant information including name, address, phone number and email of the new project manager, replacement or designee.

### **6.3 Personnel**

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work under the Contract and SOW. At least one employee on site shall be authorized to act for Contractor in every detail.
- 6.3.2 Contractor shall be required to perform background investigation of their employees as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract. RR/CC has assessed and determined, based on the specific duties and services to be performed under the SOW,

that each of Contractor's Staff is required to undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this SOW and Contract.

#### **6.4 Uniforms/Identification Badges**

**6.4.1** Contractor shall ensure their employees are appropriately identified and wearing a badge displaying detailed information, as required by the County, at all times while visiting or working at a County facility.

#### **6.5 Materials and Equipment**

**6.5.1** Contractor is responsible for purchasing all materials/equipment to provide the services under this Contract and SOW. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

**6.5.2** Contractor shall be responsible for manufacturing or procuring envelopes, ballot wraps, "I Voted" stickers and any additional miscellaneous generic materials as required by RR/CC under this Contract and SOW, in accordance with the designs provided by the RR/CC, and in the languages required by law for each election. The quantity and artwork for generic materials will vary from election to election and will be included with the Request for Election Plan that is provided by the County to the Contractor. Contractor shall assist in finalizing the design of Outgoing VBM Ballot Envelopes. This process shall begin after the Election Plan is approved:

1. For all scheduled elections, the manufacturing and procurement of aforementioned materials will begin after the Election Plan is approved, approximately 120 days before the day of the election (**E-120**).
2. For all special elections, the manufacturing and procurement of aforementioned materials will begin after the Election Plan is approved, a minimum of 61 days before (**E-61**).

**6.5.3** Contractor will provide County Project Manager with access to all areas where RR/CC materials are being securely stored.

#### **6.6 Training**

**6.6.1** Contractor shall provide training including, but not limited to a website that tracks mailed ballots for all new County employees and continuing in-service training for all employees. In addition, Contractor shall provide training in the use of any production management systems to designated County Project Manager(s) no later than 180 days before each election (**E-180**).

**6.6.2** All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

**6.6.3** Contractor will provide all County Project Manager(s) and designated staff with access and training to a Mail Tracking and Reporting oversight system to ensure the RR/CC can oversee production and run reports.

## **6.7 Contractor's Office**

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

## **7 HOURS/DAY OF WORK**

**7.1** The County will provide a list of County-recognized holidays. The Contractor must be able to work on weekends and County-recognized holidays, as needed by the County, dependent upon election schedules and volume, in order to meet legally mandated deadlines under applicable law including the California Elections Code and operational timelines.

## **8 INTENTIONALLY OMITTED**

## **9 UNSCHEDULED WORK**

**9.1** The County Project Manager or their designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.

**9.2** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact the County Project Manager for approval before beginning the work. A written estimate must be sent within twenty-four (24) hours for approval. Contractor must submit an invoice to County Project Manager within seven (7) working business days after completion of the work.

County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

- 9.3** All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

## **10 SPECIFIC WORK REQUIREMENTS, TASKS AND DELIVERABLES**

- 10.1** The Contractor will provide an overview of its ballot printing, material preparation and mailing operation. The RR/CC will introduce Contractor to RR/CC staff, respond to questions/answers, and discuss the Tasks, Deliverables, and associated timeframes.

Any delay in execution of any task that may materially or substantially delay legally mandated processing deadlines shall be immediately reported to the County Project Manager.

### **10.1.1 Task 1: Election Plan**

With input from RR/CC, Contractor will submit a comprehensive and detailed “Election Plan” for each election the Contractor will provide services for under this Contract and SOW, and each such Election Plan must be approved by the RR/CC. Contractor’s Election Plan will be prepared and contain the information required as described below:

- A. Ahead of each Election, the RR/CC will email Contractor a “Request for Election Plan” which sets forth the services required for scheduled elections and on an as-needed basis for special elections.
- B. RR/CC will send the “Request for Election Plan”:
  - 1. Approximately 120 days before (**E-120**) the date of all regularly scheduled elections; or
  - 2. A minimum of 60 days before (**E-60**) the date of any special elections.
  - 3. Request for Election Plan will include:
    - i. Name, date, and type of election,
    - ii. Start and end dates of services,
    - iii. Election Plan due date.
- C. The following will be included in the “Request for Election Plan”:
  - 1. VBM Ballot Information including:
    - i. Size of the ballot card and an estimate of the ballot length;
    - ii. Estimated total number of VBM ballots to be produced;
    - iii. Specifications and requirements for Ballot On Demand stock; and
    - iv. Specifications and requirements for remake ballot stock.

2. Date and method for transferring ballot files and generic material artwork to Contractor;
  3. Estimated total number of VBM ballots to be processed and mailed to voters;
  4. Ballot order requests for ballot on demand stock, remake stock and ballot test decks. The requests will include quantity and delivery dates required;
  5. Generic Materials order requests for packets to be produced by Contractor and materials to be delivered to RR/CC, including, but not limited to:
    - i. Any additional miscellaneous Generic Materials that may be requested for a specific election; and
    - ii. Any artwork, order quantity and timeline for these miscellaneous Generic Materials.
  6. VBM ballot specifications and/or category separations based on County EMS;
  7. VBM Ballot Test Deck files;
  8. Delivery dates of VBM packets to USPS;
  9. Specifications for variable data to be printed on Ballot Return Envelopes;
  10. RR/CC's plan for onsite or remote oversight of the printing and insertion process including, but not limited to, the oversight calendar, project managers, roles, responsibilities and contact information; and
  11. RR/CC's administrative, operational, and technical contact information.
- D. Upon receiving the Request for Election Plan from RR/CC, the Contractor shall submit an Election Plan (in Microsoft Word or PDF) to include, but not limited to the following information (1-8):
1. A proposed timeline (start and end dates) for all twelve (12) tasks and deliverables listed in Exhibit A, Statement of Work, Section 10, Specific Work Requirements, Tasks and Deliverables;
  2. A proposed schedule of meetings with the RR/CC personnel, USPS and any approved subcontractor(s), if applicable, including the title and purpose of the meetings;

3. A list of proposed subcontractor(s) that will be used during an election and the specific services the subcontractor(s) will be providing, including the name of the company, address, website, main contact person (email and phone number). For more specific details of subcontracting requirements, refer to the Contract 8.40, Subcontracting;
  4. A schedule for the Voter Registration File to be populated and transferred to the Contractor;
  5. A plan detailing where completed VBM packets will be stored until the **E-29** drop date. Plan shall also detail the security efforts that will be implemented to ensure the secure storage of completed VBM packets;
  6. A list of USPS Sectional Center Facilities and Network Distribution Centers (NDCs) where the assembled VBM packets will be transported by **E-45** and **E-29** or any other date specified by the County;
  7. A copy of the QCP to ensure a high level of uninterrupted service during each election. Refer to Paragraph 3 (Quality Control Plan) of this SOW for more details; and
  8. A written cost estimate for all materials to be used in a specific election, and estimated delivery date(s).
  9. The manner and details by which the Contractor will facilitate the file transfer of sample VBM ballot images through a secure File Transfer Protocol (FTP) or other means.
- E. RR/CC will review the Contractor's "Election Plan" and provide any changes or feedback to Contractor in track changes within 48 hours of receipt, unless otherwise approved by the RR/CC.
  - F. If RR/CC provides changes or feedback to the Contractor on the Election Plan, Contractor shall review the changes requested by RR/CC and provide a revised draft within 48 hours.
  - G. RR/CC shall be responsible for the final review and provide written approval of the "Election Plan." RR/CC will monitor the Contractor's progress based on the approved Election Plan.
  - H. The approved Election Plan may be updated and revised with RR/CC's review and final approval.



*Deliverable: The Contractor will provide the Election Plan. The Election Plan will not be deemed complete until the County Project Manager approves the Election Plan in writing.*

**The deliverable in this Task 10.1.1 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.**

## **10.1.2 Task 2: Providing Envelopes**

Contractor shall manufacture election specific envelopes approved by the County Project Manager and detailed in the Election Plan.

*Deliverable: The Contractor will provide a written cost estimate and sample stock paper to the RR/CC for testing prior to production of envelopes.*

### **10.1.2.1 Designing USPS Approved Envelopes**

The Contractor is responsible for assisting the RR/CC in finalizing election specific envelopes.

- A. Contractor will work with the RR/CC and USPS Mailpiece Design Analysts (MDA) to finalize the design of both the outgoing envelopes and return ballot envelopes for every election, as design specifications are subject to change for each election. The design (artwork, election logo, layout, dimensions weight) must meet the USPS Standards.
- B. RR/CC shall have final review and approval of the envelope design and layout.

*Deliverable: The Contractor will assist in finalizing envelope design according to RR/CC and USPS specifications.*

### **10.1.2.2 Additional Generic Materials**

At RR/CC's request, Contractor shall manufacture additional Generic Materials, which may be separate mailings.

- A. Upon receiving the artwork and quantity from RR/CC, the Contractor must provide RR/CC with a written cost estimate for manufacturing Generic Materials.
- B. Prior to the manufacturing of any additional Generic Materials, Contractor must provide RR/CC with sample paper stock used to manufacture the generic materials for RR/CC to test and approve prior to full production.

*Deliverable: At RR/CC's request, the Contractor will provide a written cost estimate and samples of any additional Generic Materials to the RR/CC.*

### **10.1.2.3 Generic Material RR/CC Stock**

A portion of the ordered Generic Materials will be shipped to the RR/CC's VBM Division at a County-designated facility. The quantity and schedule for the Generic Materials ordered will be included in the Request for Election Plan. Contractor shall provide RR/CC with the shipping company's information, tracking number for the delivery order and estimated date of delivery.

*Deliverable: The Contractor will deliver Generic Materials on or before the designated delivery due dates.*

***The deliverables in this Task 10.1.2 will not be deemed complete until the County Project Manager receives and/or approves the deliverables, as applicable. Approval of deliverables will be in the sole discretion of RR/CC.***

### **10.1.3 Task 3: VBM Ballot Production**

Contractor shall be responsible for producing VBM ballots, blank ballot stock, test ballots, and paper for remakes of VBM ballots. VBM Ballots will be produced according to the VBM ballot files provided by the RR/CC and the specifications in the Election Plan.

#### **10.1.3.1 VBM Ballot Images File Transfer and Proofing**

The Contractor shall produce VBM ballots according to the VBM ballot files provided by the RR/CC and the specifications detailed in the Election Plan.

- A. Files will be in PDF format and will be generated according to precinct, language, and political party for primary elections.
- B. Contractor will facilitate the file transfer of sample VBM ballot images (templates based on precincts with no voter information) through a secure File Transfer Protocol (FTP) or other means as detailed in the Election Plan.
- C. Within 48 hours of receiving the sample VBM ballot images, Contractor will provide ballot proofs for every VBM ballot file via secure electronic transfer. Proofs will include original VBM ballot image as well as any additional features added to the VBM ballot by the Contractor.
- D. RR/CC will review proofs for accuracy and provide written approval within 48 hours of receiving proofs.

- E. If proofs are not approved, Contractor will resubmit revised proofs within one (1) calendar day of receiving notice from the RR/CC.
- F. Ballot manufacturing will not begin until RR/CC provides final written approval of proofs for printing.

*Deliverable: The Contractor will facilitate the transfer of VBM ballot files and provide VBM ballot proofs for RR/CC review and approval.*

### **10.1.3.2 VBM Ballot Production**

Contractor shall produce official VBM ballots which will be included in VBM packets. Contractor shall produce VBM ballots according to the requirements below .

- A. Contractor shall meet certification standards set forth by the California Secretary of State to produce VBM ballots from VBM ballot images generated by the RR/CC. Any discrepancies in production standards will be immediately reported by Contractor to RR/CC.
- B. Contractor shall produce VBM ballots using 80# stock or an alternative stock as requested by the RR/CC in the Request for Election Plan.
- C. Contractor shall produce VBM ballots in either an 8.5” or 10.5” width and a length between 11” and 22” as requested by the RR/CC in the Request for Election Plan. Only one ballot size will be used for a specific election.
- D. Contractor shall produce the correct VBM ballot for each voter according to their precinct, political party, and language preference as indicated in the Voter Registration File provided by the RR/CC.

*Deliverable: The Contractor will produce official VBM ballots.*

### **10.1.3.3 Ballot Test Decks**

Contractor shall produce VBM Ballot Test Decks as requested by the RR/CC in the Request for Election Plan. Contractor shall produce VBM Ballot Test Decks according to the below requirements.

- A. Contractor shall meet certification standards set forth by the California Secretary of State to produce VBM ballots from VBM ballot images generated by the RR/CC. Any discrepancies in production standards will be immediately reported by Contractor to RR/CC.
- B. VBM Ballot Test Decks shall be of the same size, weight and physical specification as the official VBM ballots produced for a particular election.

- C. VBM Ballot Test Decks shall be printed with “Test” and a page count on the top center of the VBM ballot. The print shall not cover the voting marks or ballot timing marks located on the edges of the VBM ballot.
- D. Contractor shall produce the VBM Ballot Test Decks from Ballot Test Deck PDFs provided by the RR/CC.
- E. VBM Ballot Test Deck shall be delivered to RR/CC within ten (10) calendar days of receiving the VBM Ballot Test Deck files.
- F. The quantity of VBM ballots in the VBM Ballot Test Deck and the delivery date of the VBM Ballot Test Deck Files shall be included in the Request for Election Plan provided by the RR/CC.
- G. RR/CC shall be responsible for the shipping costs of test VBM ballots.

*Deliverable: The Contractor will produce a Ballot Test Deck.*

#### **10.1.3.4 Produce Ballot on Demand Stock**

Contractor shall produce official ballot stock to be used by the RR/CC’s Ballot on Demand system according to the below requirements.

- A. Contractor shall meet certification standards set forth by the California Secretary of State for the production of Ballot on Demand stock.
- B. Ballot on Demand stock shall be of the same size, weight and physical specification as the official VBM ballots produced for a particular election.
- C. Images and requirements for Ballot on Demand stock will be provided in the Request for Election Plan provided by the RR/CC.
- D. The quantity of Ballot on Demand stock required for each election and the delivery date will be included in the Request for Election Plan provided by the RR/CC.
- E. RR/CC shall be responsible for shipping costs for ballot on demand stock.

*Deliverable: The Contractor will produce Ballot on Demand stock.*

#### **10.1.3.5 Remake Paper Stock**

Contractor shall produce paper stock to be used by the RR/CC in the reproduction of VBM ballots according to the below requirements.

- A. Remake Paper Stock shall be of the same size, weight and physical specification as the official VBM ballots produced for a particular election.

- B. Images and requirements for Remake Paper Stock will be provided in the Request for Election Plan provided by the RR/CC.
- C. The quantity of Remake Paper Stock and the delivery date will be included in the Request for Election Plan provided by the RR/CC.
- D. RR/CC shall be responsible for shipping costs for Remake Paper Stock.

*Deliverable: The Contractor will produce Remake Paper Stock.*

***The deliverables in this Task 10.1.3 will not be deemed complete until the County Project Manager receives and/or approves the deliverables, as applicable. Approval of deliverables will be in the sole discretion of RR/CC.***

#### **10.1.4 TASK 4- INKJET PRINTING**

Contractor must provide inkjet printing services for Ballot Return Envelopes, Outgoing Envelopes, Ballot Wraps, and Generic Materials as described below.

##### **10.1.4.1 PROCESSING THE VOTER REGISTRATION FILE**

Contractor will process the County's electronic Voter Registration File which will be provided to the Contractor in an electronic media in a fixed field format. The information contains voter specific variable information for each registered voter in the County. The data will be used to print barcodes and voter specific data on the Ballot Return envelopes.

- A. Initial Mass File: The RR/CC will provide the initial electronic Voter Registration File in accordance with the following timeline:
  - 1. For regularly scheduled elections, the VBM Voter Registration File may be sent to the Contractor up to approximately 78 days **(E-78)** before the date of the election or as specified by the RR/CC.
  - 2. For special elections, the VBM Voter Registration File may be sent up to approximately 78 **(E-78)** before the date of an election, or as specified by the RR/CC.
  - 3. For military and overseas voters, the Voter Registration File will be provided to the CONTRACTOR at least 60 days **(E-60)** before the date of an election, unless specified by the RR/CC.
- B. *Daily file(s)*: The RR/CC will provide subsequent file(s) on a daily basis by 3:00 PM PST from 45 through 5 days **(E-45 to E-5)** before the date of an election.

- C. Contractor will compare the extracted data from the Mass File or daily file(s) and verify the address information of each record against the USPS National Change of Address (NCOA)/ Coding Accuracy Support System (CASS) database. The purpose of this data comparison is to ensure that the voter's address is complete and correct.
1. Each time, a Mass File or daily file(s) is/are provided to the Contractor, the Contractor shall provide the RR/CC (Project Director/ Manager/Monitor) with a report within three calendar days for review and resolution, consisting of records with address changes, undeliverable addresses, and duplicate addresses via e-mail in a Microsoft-excel, csv and/or pdf format, as specified by the RR/CC.
  2. RR/CC will identify which records are approved for printing and records which will require further research. RR/CC will research records and provide the Contractor with an approved Mass File or daily file(s) for printing, as soon as the review is completed.
- D. When the Contractor processes the Mass File or daily file(s), the Contractor must provide the RR/CC with an electronic report (i.e., pdf, Microsoft-Excel, csv, or Microsoft word) and shall break down the VBM file quantity into designated categories (e.g., party, ballot group, language), etc. in a format as specified by the RR/CC. Upon processing of the VBM file, a complete list of categories will be provided by the RR/CC to the Contractor in the RR/CC designated format.
- E. Contractor shall be responsible for immediately notifying the County Project Manager of all problems (hardware and software). Contractor shall ensure that any technical issues with inserter machines are addressed and repaired, even if they occur after regular business hours, or on weekends.

*Deliverable: Extraction of the Mass File and/or daily file(s) that will be used to print on the back of the Ballot Return Envelopes.*

#### **10.1.4.2 VARIABLE DATA SPECIFICATIONS FOR RETURN BALLOT ENVELOPES**

Contractor will print variable data onto Ballot Return Envelopes. The specifications for this data will be included in the Request for Election Plan. This data includes the voter's name and address which will be printed on the envelope.

*Deliverable: The Contractor will complete printing of variable data onto Ballot Return Envelopes.*

#### **10.1.4.3 VARIABLE DATA FOR BALLOT WRAPS AND GENERIC MATERIALS**

Contractor will add variable data on ballot wraps and other generic materials that is specific to each voter based on their assigned precinct, such as the nearest vote centers and VBM Ballot Drop Box locations.

*Deliverable:* The Contractor will complete printing of variable data onto ballot wraps and general materials.

#### **10.1.4.4 ROUNDTRIP TRACKING DATA ON ENVELOPES**

Contractor will be required to provide the necessary information and files to the ballot tracking vendor. This will allow voters to track their outgoing and return envelopes.

*Deliverable:* Contractor will provide inkjet printing for tracking purposes in accordance with printing specifications.

***The deliverables in this Task 10.1.4 will not be deemed complete until the County Project Manager receives and/or approves the deliverables, as applicable. Approval of deliverables will be in the sole discretion of RR/CC.***

#### **10.1.5 TASK 5 – PRESORTING SERVICES FOR VBM BALLOT PACKETS**

The Contractor will provide presorting services for the completed VBM Ballot Packets.

- A. The Contractor will produce VBM Ballot Packets in USPS postal presort order. Completed packets will be produced according to zip code for Standard A non-profit mailing and postage savings.
- B. Contractor will organize completed “Mass File” VBM Ballot Packets and place them in mailer trays to accommodate postal processing delivery and obtain the lowest available postage rate.
- C. Daily requests: Contractor will mail the VBM Ballot Packets at a 1<sup>st</sup> class rate. Ballots will be post marked with a Los Angeles County source. In cases where County determines the volume is large enough, daily requests will be produced to be mailed via Standard A non-profit rate.
- D. RR/CC will use indicia printed on the VBM Ballot packet as a postage stamp for the mailing of VBM Ballot packets. Therefore, Contractor shall not be responsible for applying any postage stamp (metering) on VBM Ballot packets, as RR/CC is responsible for the postage costs.

*Deliverable:* Contractor will produce completed VBM Ballot Packets in mailing order according to zip code.

***The deliverable in this Task 10.1.5 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.***

#### **10.1.6 TASK 6 - INSERTION SERVICES**

The Contractor will provide insertion services to assemble VBM packets as described below.

- A. Contractor may begin inserting services only after County Project Manager's final written approval to begin inserter services and after testing is completed.
- B. The inserting services will begin up to 78 days before the date of an election through Election Day (**E-78 until E-0**), as specified by the RR/CC in the Election Plan.
  1. **Military and Overseas File:** Insertion of the military and overseas file may begin up to 78 days (**E-78**) before the date of an election.
  2. **Mass VBM file:** Insertion of the Mass File may begin up to 78 days (**E-78**) before the date of an election.
  3. **Daily file(s):** Insertion of the daily file(s) will begin on a daily basis from 45 days before an election up to five (5) days before Election Day (**E-45 to E-5**). Insertion must be completed within 24 hours from the time the RR/CC gives the file to the Contractor.
- C. Contractor shall implement quality control measures to ensure that they have the correct quantity and types of election materials for insertion.
- D. Contractor shall ensure there will be no shortage of VBM materials and provide ample notice to RR/CC to order more materials as needed.
- E. Contractor will provide insertion services for all VBM voters, including military and overseas voters.
- F. On completion of the insertion of election materials into the outgoing envelope, the outgoing envelope will be sealed and be referred to as the VBM Ballot packet.
- G. Spoiled Election Materials: During the manufacturing process, some materials including VBM Ballots, envelopes and inserts may be spoiled and need to be replaced. The vendor will track every spoil, record it to the database, shred the spoiled product and replace it. This will be done at no cost to the County, other than the consumption of generic materials such as envelopes and inserts.



- H. RR/CC will monitor operations and will raise observed issues with Contractor Project Managers. Issues must be addressed within 24 hours to minimize interruptions. Unresolved issues will be escalated appropriately and may result in a pause in operations as determined by RR/CC and Contractor. See Exhibit 1 (Contract Discrepancy Report (CDR) & Exhibit 2 Performance Requirement Summary (PRS) Chart).
- I. Contractor shall be responsible for immediately notifying the County Project Manager of all problems (hardware and software). Contractor shall ensure that any technical issues with inserter machines are addressed and repaired, even if it is after business hours, or on weekends.
- J. In the event additional inserter(s) are required to ensure uninterrupted service for the County's operations and administration of an election, the Contractor may utilize available equipment and capacity within the Contractor's equipment fleet. The Contractor must immediately notify the County Project Manager of any issue with inserters or interrupted service, and the cause and outcomes of any issue in these instances.

*Deliverable:* Contractor to provide insertion services for election materials into outgoing envelopes.

***The deliverable in this Task 10.1.6 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.***

#### **10.1.7 TASK 7 - MAIL VERIFICATION SERVICES FOR VBM BALLOT PACKETS**

The Contractor will provide mail verification services for the completed VBM Ballot packets according USPS standards (i.e., address layout, weight and size of packet), with local USPS representatives at the production facility no later than **E-29**.

- A. The Contractor will be required to contact the USPS and set an appointment for the mail verification of VBM Ballot packets on-site at the production facility where VBM ballot printing and VBM packet assembly services are provided prior to delivery of VBM mail to the USPS Sectional Center Facilities in preparation for mailing, as agreed upon in the Election Plan.

*Deliverable:* Contractor will provide mail verification services for all completed "Mass Files" and military and overseas VBM Ballot Packets.

***The deliverable in this Task 10.1.12 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as***

***applicable. Approval of deliverable will be in the sole discretion of RR/CC.***

#### **10.1.8 TASK 8 - STORAGE OF COMPLETED VBM BALLOT PACKETS**

The Contractor shall be required to arrange for the secure storage of completed VBM Ballot Packets as detailed in the Election Plan.

A. Storage of VBM ballots is primarily required for those created from the initial Mass File.

1. Storage of completed VBM Ballot Packets is not required for those created from the “daily files(s)” that are produced between **E-29** to **E-5**. The daily VBM Ballot Packets shall be mailed to voters first class within 24 hours of receiving the file.

B. Temporary storage of Surplus Election Materials

1. At RR/CC’s request, Contractor shall store any surplus of election materials per pallet per month, as needed. Contractor will work with RR/CC to determine the item type, quantity of pallets requiring storage, and an estimated duration/timeframe when storage is required. Note that election materials stored may be used in a special/unscheduled special election. If a special election occurs, and there are election materials leftover that require storage, the RR/CC shall only be charged for remaining pallets that require storage. Contractor shall provide location of storage facility. Typically, there are approximately 20 pallets of surplus election materials following a Countywide election, but this quantity could vary from election to election.

The Contractor shall provide the RR/CC with the ability to access, monitor, and track completed VBM ballot packets.

***Deliverable:*** Contractor will arrange for the storage of completed VBM Ballot packets and as-needed temporary storage, if requested by the RR/CC.

***The deliverable in this Task 10.1.8 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.***

#### **10.1.9 TASK 9 - TRANSPORT OF MASS FILE TO U.S. POSTAL SERVICE**

A. The Contractor is required to contact the USPS and set an appointment for the mail delivery of VBM Ballot packets to designated USPS Sectional Center Facilities (SCFs) and Network Distribution Centers (NDCs) as detailed in the Election Plan.

- B. The mailing of VBM Ballot packets for the military and overseas file must be completed by 45 days (**E-45**) before the date of the election and VBM Ballot packets created from the “Mass File” must be completed by 29 days (**E-29**) before the election, in order to meet statutory requirements for the delivery of VBM ballots to voters (Nonprofit or Third-Class Mail).
- C. The Contractor shall transport and load completed VBM Ballot packets from the storage area of the mailing facility into delivery vehicles designated to transport the VBM Ballot packets to the USPS to ensure that **all** completed “Mass File” VBM Ballot packets are delivered to the USPS SCFs by **12:00 p.m. PST on E-29**. All “Mass File” mailings for Countywide Elections must be transported to the Los Angeles USPS NDC locations.
- D. Contractor will lock and secure trucks after loading. Contractor will monitor and track trucks throughout the route, including at all destinations. County personnel will meet trucks at designated USPS SCF. Trucks are only to be unlocked and opened at the USPS SCF with County personnel present.
- E. Once the delivery driver arrives at the USPS SCF, County personnel will unlock the delivery vehicle’s door for the delivery driver to unload the VBM Ballot packets out of the vehicle. Representatives at the USPS SCF will confirm and provide a receipt that they’ve received VBM Ballot packets.
- F. After **E-29** transportation services may not be required by the Contractor. At this point, the VBM Ballot Packages are mailed at a 1<sup>st</sup> class rate. However, if needed, the RR/CC has the option to request Contractor to provide the above-described transportation services between 28 days before the date of an election through Election Day (**E-28 to E-0**), as designated by the RR/CC.
- G. Contractor shall notify the RR/CC of any changes of transport services at least 30 days prior to the date of transport.

***Deliverable:** Contractor shall transport the military and overseas VBM Ballot packets to the USPS by E-45 and the Mass File VBM Ballot packets by E-29.*

***The deliverable in this Task 10.1.12 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.***

#### **10.1.10 TASK 10 - CRITIQUE SESSION**

On the last day services are provided for each election, the RR/CC will schedule a critique session to discuss the overall election, production levels, issues/concerns and suggestions/recommendations to enhance the current process.

*Deliverable: Contractor participation in the critique session.*

***The deliverable in this Task 10.1.10 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.***

#### **10.1.11 TASK 11 - REPORTS AND RECORDS**

- A. Once production has concluded each day, the Contractor is responsible for providing various daily production reports as specified by the RR/CC, including, but not limited to, the exception report, upload summary report, envelope print log, file delivery log, daily envelope spoilage report, daily presorting production reports (by zip code, quantity, and number of pallets), as well as the ballot tracking report (Ballots Mailed/Processed). A sample of requested reports will be provided and discussed among County Project Manager(s) or their designee and Contractor's Project Manager(s).
- B. As needed, the RR/CC will provide a "yank" file (a file containing voters to be removed from the extract) to the Contractor consisting of VBM Ballot records to be omitted/removed from the mailing list. In return, the Contractor is responsible for providing a "yank" file disposition report in the format specified by the County, which will consist of the VBM Ballot records that were successfully removed from the mailing list.
- C. The Contractor is responsible for providing an application that provides the RR/CC with near-real-time tracking and enhanced visibility of mail pieces as they move through the USPS mail stream.

*Deliverable: Contractor to provide various reports as specified by the RR/CC, and an application for near real-time tracking and enhanced visibility of mail pieces moving through the USPS mail stream.*

***The deliverable in this Task 10.1.11 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.***

#### **10.1.12 TASK 12 - ENSURING CONFIDENTIALITY OF CONFIDENTIAL VOTER INFORMATION**

Contractor will be required to:

- A. Ensure its system(s) does not save or store any Confidential Voter Information after the information is used to perform the Tasks and provide the Deliverables under this Contract and SOW in each Election.

- B. Restrict its use of Confidential Voter Information solely to the performance of Contract and SOW.
- C. Limit the access to Confidential Voter Information to specific personnel with the need to know in order to perform the services required under this Contract and SOW, maintain a log of all persons who have access to Confidential Voter Information, and make that log available to the County within one day of any request.
- D. Require every user with access to Confidential Voter Information to have a unique username, password and any other authentication requirements that would be appropriate.
- E. Prohibit third party access to any Confidential Voter Information.
- F. Inform all individuals having access to Confidential Voter Information of the confidential nature of the information and the obligation to maintain the confidentiality of this information as required under this Contract, SOW, and applicable law.
- G. Notify the County immediately but in any event within no less than 24 hours of any unauthorized access or use of Confidential Voter Information, or violation of confidentiality provisions and protocols.
- H. Provide written confirmation of deletion of Confidential Voter Information following each Election.

*Deliverable: Contractor will ensure confidentiality of Confidential Voter Information received by Contractor.*

***The deliverable in this Task 10.1.12 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.***

### **10.1.13 TASK 13 - RR/CC TECHNICAL SYSTEMS AND INTERFACE REQUIREMENTS**

The RR/CC currently operates a Microsoft Windows 2016 domain server environment using TCP/IP and Ethernet as the primary network protocol. The RR/CC utilizes software from Microsoft, including Microsoft Office, Microsoft Project, Microsoft Visio, Microsoft Windows 10 for desktops, Microsoft Windows Server 2016 and above for servers, and Microsoft SQL Server 2016 and above for database applications. The RR/CC reserves the right to upgrade to the most current version of Microsoft software listed above and shall notify Contractor of planned upgrades six months from commencement of such upgrades.

Any custom software and associated hardware software drivers identified by Contractor as not compatible with any planned upgrades shall be modified at Contractor's expense in order to become compatible. Contractor shall provide all deliverables and other work hereunder so as to remain compatible with RR/CC's existing information technology infrastructure. Since the VBM processing interfaces with the RR/CC's election management system, the Contractor will be required to work with the RR/CC to create the necessary interface, if required. The Contractor shall have the ability for an application programming interface to receive the mail extract(s).

***The deliverable in this Task 10.1.13 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.***

## **11 GREEN INITIATIVES**

**11.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

**11.2** Contractor shall notify the County Project Manager of Contractor's new green initiatives prior to the contract commencement.

## **12 PERFORMANCE REQUIREMENTS SUMMARY**

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

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

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by CONTRACTOR:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

\_\_\_\_\_

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Signature of CONTRACTOR Representative

\_\_\_\_\_

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Signature of CONTRACTOR Representative

\_\_\_\_\_

Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

CONTRACTOR Representative's Signature and Date \_\_\_\_\_

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

**VOTE BY MAIL OUTGOING ELECTION MAILING SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Task 1 (Election Plan)	CONTRACTOR shall submit a comprehensive and detailed Election Plan upon request from the RR/CC by to the request date.	Submittal of Plan	\$2,000 per occurrence
SOW: Task 2 (Envelopes & Generic Materials)	CONTRACTOR shall manufacture election specific materials and envelopes and receive approval from RR/CC. Envelopes must meet USPS standards and be approved by the Mailpiece Design Analyst (USPS employees) (MDA). The RR/CC must be notified of any problems or delays in the design and/or approval of envelopes. Materials must be delivered on or before the request date.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 3 (Ballot Production)	CONTRACTOR will facilitate the transfer of VBM ballot files, produce official VBM ballots and any requested ballots by the RR/CC (test, blank, remake, etc.). All ballots must be delivered on or before the request date.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 4 (Inkjet Printing)	CONTRACTOR shall extract the Mass File or daily file(s) that will be used to print on the Ballot Return Envelopes and produce inkjet printing in accordance with printing specifications.	Inspection & Observation	\$2,000 per occurrence



SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Task 5 (Presorting Services)	CONTRACTOR shall produce completed VBM Ballot packets in mailing order according to zip code.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 6 (Insertion Services)	CONTRACTOR shall provide insertion services for election materials into outgoing envelopes.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 7 (Mail Verification Services)	CONTRACTOR will provide mail verification services for all completed "Mass File" and military and overseas VBM packets.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 8 (Storage of Completed VBM Packets)	CONTRACTOR shall arrange for the storage of completed VBM Ballot packets and surplus election materials as detailed in the Election Plan.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 9 (Transport of Mass File to USPS)	CONTRACTOR shall transport military and overseas VBM packages to the USPS by E-45 and the Mass File VBM packages by E-29.	Inspection & Observation	\$10 per mail piece delayed
SOW: Task 10 (Critique Session)	CONTRACTOR shall participate in the Critique Session per request by RR/CC.	Inspection & Observation	\$2,000 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Task 11 (Reports & Records)	CONTRACTOR shall provide reports specified by the RR/CC.	Inspection & Observation	\$2,000 per occurrence
Pricing/Invoicing	CONTRACTOR shall provide the RR/CC with a detailed line-item invoice of services conducted in accordance with the Contract. Quantity and price of each line item must be correct.	Submittal of Invoicing	\$2,000 per occurrence

**SAMPLE ELECTION TIMELINE  
OUTGOING VOTE BY MAIL MAILING SERVICES**

**1 REQUEST FOR ELECTION PLAN IS GIVEN TO CONTRACTOR**

- A. Approximately 120 days before **(E-120)** the date of all regularly scheduled elections.
- B. A minimum of 61 days before **(E-61)** the date of all special elections.

**2. ENVELOPE ORDER GIVEN TO CONTRACTOR**

- A. Approximately 120 days before **(E-120)** the date of all regularly scheduled elections.
- B. A minimum of 61 days before **(E-61)** the date of all special elections.

**3. CONTRACTOR INSERTING/INKJETTING SERVICES**

- A. CONTRACTOR must test inkjet and inserter equipment between **E-120 and E-78**.
- B. CONTRACTOR shall report to RR/CC *up to* 78 days before the date of an election through election day **(E-78 until E-0)**, as specified by the RR/CC in the Election Plan.
- C. CONTRACTOR will print/insert daily files provided by the RR/CC from 45 through 5 days **(E-45 to E-5)** before the date of an election.

**4. CONTRACTOR PRESORTING SERVICES**

- A. Presorting services may occur up to 57 days through 30 days before the date of an election **(E-57 to E-30)**, as designated by the RR/CC.

**5. CONTRACTOR STORAGE SERVICES**

- A. Storage takes place 57 days to 30 days **(E-57 to E-30)** before the date of an election, unless otherwise specified by the RR/CC.

**6. CONTRACTOR TRANSPORT OF MASS MAIL PACKAGES**

- A. Transport of Mass File takes place no later than 29 days before **(E-29)** the date of all elections.

# PRICING SCHEDULE

**PRICING SCHEDULE**

Item	Notes	Paper Size					Other	Taxable (Y/N)
		8.5 x 11	8.5 x 14	10.5 x 17	10.5 x 19	10.5 x 22		
<b>Outer Envelope (9.5x6)</b> Current size: 6.125x9.75 for 8.5 ballot width 6.125x11.5 for 10.5 ballot width	Outgoing envelope that contains the return envelope, sticker, ballot wrap, ballot and any additional inserts. Inkjet data includes: Voter's name, Address, Election Date and Voter ID. Also includes County contact and general information.	.104	.104	0.150	0.150	0.150		Y
<b>Return Envelope (9x5.75)</b> Current size: 5.875x9 w/1.25 flap for 8.5 ballot width 5.875x 10.75 w/1.25 flap for 10.5 ballot width	Envelope to return ballot with inkjet data	0.097	0.097	0.170	0.170	0.170		Y
<b>I Voted Sticker</b>	Placed on all Ballot Wraps	0.054	0.054	0.054	0.054	0.054		Y
<b>Ballot Wrap</b>	VBM Voting Information wrapped around the ballot card(s) with sticker attached. During Countywide Elections contains variable information that is specific to the voter's address.							Y
	1 card	0.15	0.15	0.21	0.29	0.44		Y
	2 card	0.16	0.16	0.22	0.30	0.45		Y
	3 card	0.18	0.18	0.23	0.31	0.46		Y
	4 or 5 card	0.20	0.20	0.24	0.32	0.47		Y
	6 or more card	0.22	0.22	0.25	0.34	0.49		Y
<b>Military Insert</b>	Ballot Oath for voters in the Military or Overseas 8.5x11 1-sided, folds to 8.5x5.5	0.10	0.10	0.10	0.10	0.10		Y
<b>HAVA Insert (4.25x8.25)</b>	Full color - 2 sided postcard requesting proof of voter's identification 4.25x8.25 full color, 2-sided	0.10	0.10	0.10	0.10	0.10		Y
<b>Ballot Cards - Including facsimile ballots</b>	80# stock containing all contests of the election. Facsimile ballots are duplicate English "Do Not Vote" ballots that go into all Multilingual ballot packets							Y
		<b>Per Card</b>	<b>Per Card</b>	<b>Per Card</b>	<b>Per Card</b>	<b>Per Card</b>		
	1 Card	0.22	0.22	0.27	0.44	0.69		Y
	2 Cards	0.22	0.22	0.27	0.44	0.69		Y
	3 Cards	0.22	0.22	0.27	0.44	0.69		Y
	4 Cards	0.22	0.22	0.27	0.44	0.69		Y
	5 Cards	0.22	0.22	0.27	0.44	0.69		Y
	6 Cards	0.22	0.22	0.27	0.44	0.69		Y
	7 Cards	0.22	0.22	0.27	0.44	0.69		Y
	8 Cards	0.22	0.22	0.27	0.44	0.69		Y
	9 Cards	0.22	0.22	0.27	0.44	0.69		Y
	10 Cards	0.22	0.22	0.27	0.44	0.69		Y



## PRICING SCHEDULE

Item	Notes	8.5 x 11	8.5 x 14	10.5 x 17	10.5 x 19	10.5 x 22	Other	Taxable (Y/N)
Roundtrip Envelope Tracking (English)	Variable IMB, data collection, and upload	0.03	0.03	0.03	0.03	0.03		Y
Roundtrip Envelope Tracking (Multilingual)	Variable IMB, data collection, and upload	0.06	0.06	0.06	0.06	0.06		Y
Mailer (4.25 x 6") - 9Pt		0.09	/each					Y
Mailer (8.5 x 11") - 9Pt		0.15	/each	Prep and data work for English and 12 ML versions - \$4,000. Add \$2500 for Prep for the 6 additional languages.				Y
Mailer (8.5 x 17") - 80#		0.17	/each					Y
Mailer (8.5 x 17") - 9Pt		0.19	/each					Y
Mailer (5.5 x 8.5") - 100#		0.15	/each					Y
<b>Other:</b>								
Subsequent Assembly Surcharge	Additional per packet - Occurs after E-29	0.10	0.10	0.10	0.10	0.10		Y
Storage Fee (for envelope storage)	Per Pallet per each month (includes logistics/handling)	\$24 per pallet	one time pallet / handling fee \$1,100					N
Sample Ballot Books (provided to us)	insertion of book into VBM packet	0.10	0.10	0.10	0.10	0.10		N
Sample Ballot Books (provided to us)	per booklet "version" provided	100.00	100.00	100.00	100.00	100.00		N
Ballot Face/Website PDF created for county		0.08	/each					N

**County is responsible for use/sales tax and freight**

\* Cost for Ballot Wrap is tiered based on the number of ballot cards.

\*\*Unless otherwise noted on the invoice, pricing will always be based on 8.5x11 or 8.5x14 ballot size.

Pricing above should be based on an election of any size. If interested, please include a discount for larger elections as detailed below (and indicate whether discount will be a percentage or dollar amount).

A minimum of:

5 million voters  
1 million voters  
300,000 voters

N/A
N/A
N/A

**K&H pricing is based on an 'each' price and is presented based on the best pricing for the size of county. We do not upcharge for smaller elections, the same unit cost is applied regardless of election size.**

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

INTENTIONALLY OMITTED



## COUNTY'S ADMINISTRATION

CONTRACT NO.

**COUNTY'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S CONTRACT ANALYST:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S PROJECT MANAGER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S PROJECT MONITOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:

CONTRACT NO.

**CONTRACTOR'S PROJECT MANAGER:**

Name:

Title:

Address:

Telephone:

E-mail Address:

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name:

Title:

Address:

Telephone:

E-mail Address:

Name:

Title:

Address:

Telephone:

E-mail Address:

**NOTICES TO CONTRACTOR:**

Name:

Title:

Address:

Telephone:

E-mail Address:

## FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**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's Staff's performance of work under the above-referenced contract.

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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 will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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 will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

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

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

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

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



No shame | No blame | No names







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

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

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

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

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

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

### What information needs to be provided?

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

### What happens to the baby?

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

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

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

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

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

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

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

INTENTIONALLY OMITTED

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### DEBARMENT CERTIFICATION

I, \_\_\_\_\_, on behalf of K&H Integrated Print Solutions, (“Contractor”), certify that on County Contract #24-005 for Outgoing Vote By Mail Services:

By checking the boxes, the contractor is certifying that it is not on the following lists below:

- Federal Suspended and Debarred Vendors List  
<https://sam.gov/content/home>  
Contractor certifies that they are not suspended, excluded or debarred.
- State of California Debarred Vendors List  
<https://www.dir.ca.gov/dlse/debar.html>  
Contractor certifies that they are not suspended, excluded or debarred.

County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

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

Contractor Personnel includes subcontractors (If applicable).

---

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Name (Print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Company/Contractor Name: \_\_\_\_\_

*Confidential*

**Background Check Attestation Form**

This letter is to acknowledge and attest that all Contractor and approved Subcontractor principals, officers, employees, staff, agents, and contractors (collectively, "Staff") working under Contract #24-005 (*Outgoing Vote By Mail Services*) will have completed a background check as required under Paragraph 7.5 Background and Security Investigations of the Outgoing Vote By Mail Contract.

- Under no circumstance may any Staff perform work under the Contract until they have completed and passed the required background check.
- All fees associated with the background check shall be at the expense of the Contractor.
- Contractor must maintain background check records for all Staff and must provide such records to the County for audit purposes, as requested by the County.
- No Staff shall perform services under this Contract if the Staff member is on active probation or parole.
- No Staff having access to Los Angeles County ("County") information or records shall have a criminal conviction record or pending criminal charges unless such information has been fully disclosed to the County and utilization of that Staff for this service is approved in writing by the County.
- If a criminal conviction record or pending criminal charge is found, the County will determine, in its sole discretion, whether Staff is unsuitable for the position or work duties required under this Contract (such as certain kinds of criminal activity or a history that has a direct or adverse relationship with specific work duties).
- Contractor must monitor all Staff during the duration of the Contract/work order term, even after the initial background check has been completed. All subsequent arrests or noncompliance with background check requirements for any Staff must be disclosed to the County Project Manager immediately which will be reviewed by the County to determine if there is a job nexus and to take appropriate action as needed.
- If identified by County as being required for certain Services, additional background investigations(s) may be required.

All information collected on Staff has been and will be managed and retained in accordance with all applicable laws and regulations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to represent this Contractor.

<b>Contractor Name</b>	
<b>Contractor Address</b>	
<b>Name and Title</b>	
<b>Signature</b>	
<b>Date</b>	