Board of Supervisors

Operations Cluster Agenda Review Meeting

DATE: May 28, 2025
TIME: 2:00 p.m. – 4:00 p.m.
MEETING CHAIR: Michelle Vega, 5th Supervisorial District
CEO MEETING FACILITATOR: Dardy Chen

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.

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. BOARD MOTION ITEM(S):

SD-3

- Establishing the Measure A Labor Council

4. DISCUSSION ITEM(S):

A) Board Letter:
APPROVE AMENDMENT NO. 8 TO AGREEMENT NO. 78227 FOR THE ELECTRONIC PERMITTING AND INSPECTIONS COUNTY OF LOS ANGELES SYSTEM
DRP/CIO – Dennis Slavin, Chief Deputy Director

B) Board Memo:
NOTICE OF INTENT TO EXTEND THE ON-GOING SUPPORT OF THE AMERICAN STANDARD CODE FOR INFORMATION INTERCHANGE DAILY DOWNLOAD CONTRACT
DCFS/CIO – Leticia Torres-Ibarra, Administrative Services Division Manager,
Jina Song, Administrative Services Manager,
Patrick Delaney, Senior Information Systems Analyst and
Jerry Fong, Information Technology Manager

C) Board Letter:
REQUEST APPROVAL OF CONTRACT NUMBER 25-002 WITH KOFILE TECHNOLOGIES, INC. FOR RESTORATION, REPAIR, AND SCANNING OF MICROFILM, RECORDS, AND INDEX BOOKS
RR/CC – Jerome Jordan, Chief Deputy and
Monique Blakely, Assistant Registrar-Recorder/County Clerk, Recorder Bureau

D) Board Letter:
APPROVAL OF CONTRACT FOR NEW GRANTS MANAGEMENT SYSTEM
RPOSD/CIO – Mark Glassock, Assistant District Administrator

E) Board Letter:
FIFTEEN-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
1500 HUGHES WAY, LONG BEACH
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing

F) Board Letter:
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
SOUTH EL MONTE ASSESSOR OFFICE
1190 ROOF REPLACEMENT PROJECT
APPROVE PROJECT, SCOPE, AND BUDGET
AUTHORIZE USE OF JOB ORDER CONTRACT
SPECS. 7983; CAPITAL PROJECT NO. 8A077
FISCAL YEAR 2024-25
DPW/CEO-CP – Vincent Yu, Deputy Director

G) Board Letter:
REQUEST FOR APPROVAL AND AWARD OF INSURANCE BROKERS PROGRAM MASTER AGREEMENTS
CEO/RM - Roberto Chavez, Acting CEO Manager

5. PRESENTATION ITEM(S):

None.

6. ADJOURNMENT

UPCOMING ITEMS FOR JUNE 4, 2025:

A) CEO/RE - TEN-YEAR AMENDMENT
CHIEF EXECUTIVE OFFICE
LEGISLATIVE AFFAIRS & INTERGOVERNMENTAL RELATIONS
660 NORTH CAPITOL STREET, WASHINGTON, D.C.

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

AGN. NO.

MOTION BY SUPERVISOR LINDSEY P. HORVATH June 10, 2025

Establishing the Measure A Labor Council

In November 2024, Los Angeles County (County) voters approved Measure A, the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance. A successor to the expiring Measure H, Measure A is a dedicated funding source to address the County's homelessness crisis by reducing homelessness, expanding affordable housing, and increasing access to mental health and substance use recovery services.

Amongst the number of provisions ensuring accountability, definable metrics, and robust oversight is Section 27: Improving Recruitment and Retention of Homelessness Service and Prevention Workers. Those employed by the nonprofit homelessness service provider sector, especially those who perform street outreach and other frontline services, work in difficult conditions. According to a 2023 RAND study, those workers earn an average of $40,000 to $60,000 annually, well below the minimum salary for a living wage to afford to live in Los Angeles County. Many frontline workers face homelessness or housing instability themselves. Low wages and limited resources have

MOTION

SOLIS	_____
MITCHELL	_____
HORVATH	_____
HAHN	_____
BARGER	_____

led to burnout and high staff turnover, which impacts the quality and continuity of client care, and the effectiveness of our homelessness response system.

Section 27A of Measure A mandates that contracted homelessness services and eviction prevention workers funded by the measure must be paid a wage “aligned with public and private market conditions,” provide for wage increases and incentives, include cost of living adjustments to align these workers' pay with County and/or the Los Angeles Homeless Services Authority (LAHSA) staff wages, and not result in the displacement of public employees. Section 27B mandates the County to establish a labor council comprised of an equal number of representatives from organized labor and nonprofit social service provider leadership by June 30, 2025, to discuss pay equity, and career development at contracted service providers. This labor council will make initial recommendations to the Board of Supervisors (Board) by June 30, 2026, on a variety of compensation issues including, but not limited to, wages, benefits, pay equity, and cost of living adjustments. To fulfill the will of the voters and to address the wide-ranging challenges faced by non-profit workers in the homeless services sector, it is imperative that the labor council mandated by Measure A is properly empowered to recommend heightened standards that confront wage and benefit inconsistencies, a lack of career development opportunities, and inequitable contracting processes. This Board must initiate Section 27B of Measure A by establishing the Measure A Labor Council to ensure frontline workers in the nonprofit homelessness service provider sectors are not left behind.

I, THEREFORE, MOVE that the Board of Supervisors direct the Executive Office, in coordination with the Chief Executive Office-Homeless Initiative, to:

1. Establish the Measure A Labor Council on or before June 30, 2025, to make recommendations to the Board of Supervisors on compensation issues for contracted nonprofit social service providers including, but not limited to, wages, benefits, pay equity, career development, and cost of living adjustments.
    a. The Measure A Labor Council shall be comprised of no more than eight (8) individuals with an equal number of organized labor and nonprofit social service provider leadership representatives including:
        i. Representatives from SEIU Local 721, the Los Angeles County Federation of Labor as well as leadership from other organized labor that represents County employees or contracted service providers serving people experiencing homelessness.
        ii. Representatives from nonprofit social service providers serving people experiencing or at risk of homelessness that includes geographic, agency size, and program portfolio diversity. At least one representative shall be nominated by a unionized nonprofit organization serving people experiencing homelessness.
        iii. The Measure A Labor Council shall have the ability to consult with advisors from academia and other sectors to inform their recommendations.

b. A representative from organized labor leadership and a representative from the nonprofit service provider leadership shall serve as co-chairs for the duration of the Measure A Labor Council.
c. Nonprofit service providers with a documented history of wage theft or other labor law violations shall be prohibited from serving on the Measure A Labor Council.
d. In the event of a vacancy, the Measure A Labor Council shall recommend by majority vote a replacement for Board approval.
e. The Measure A Labor Council's initial recommendations to the Board shall be submitted on or before June 30, 2026. The Measure A Labor Council shall strive for consensus in all decisions and note recommendations when a consensus has not been reached.

2. Provide staffing and support for the Measure A Labor Council including, but not limited to:
    a. A proposed scope of work, including but not limited to the consideration of recruitment and retention strategies for the homeless services and prevention sector related to pay, benefits, working conditions, career advancement and skills development, health and safety issues, security in the workplace, collective representation, and partnership models (such as labor-management cooperation committees or high road training partnerships).
    b. Coordination of the Measure A Labor Council member application, screening and selection process.

c. Meeting agendas, scheduling, public noticing and other meeting support and administration.

d. Coordination and consultation with LAHSA and all relevant County departments, as needed.

3. Provide a written report back within 60 days from June 30, 2025, on the establishment of the Measure A Labor Council.

# # #

LH:cc/cl

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025
BOARD MEETING DATE	6/17/2025
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Regional Planning
SUBJECT	AMENDMENT NO. 8 TO AGREEMENT NUMBER 78227 FOR THE ELECTRONIC PERMITTING AND INSPECTIONS COUNTY OF LOS ANGELES SYSTEM
PROGRAM	EPIC-LA Amendment No. 8 for a one-year extension
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: On December 17, 2024, the DRP notified the Board of its intent to enter into sole source negotiations with Tyler.
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	Current contract expires 6/23/2025.
COST & FUNDING	Total cost: $948,760 | Funding source: Various Operating Budgets TERMS (if applicable): One year extension Explanation: Ongoing costs will be included in various operating budgets for subsequent years.
PURPOSE OF REQUEST	Due to Fire Recovery activities, the negotiations with Tyler for a new contract were put on hold.
BACKGROUND (include internal/external issues that may exist including any related motions)	The negotiations with Tyler have resumed and should be completed within 3-4 months.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No III.2, Embrace Digital Government for the Benefit of Our Internal Customers and Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.
DEPARTMENTAL CONTACTS	**ELIZABETH GINSBERG** Assistant Treasurer and Tax Collector eginsberg@ttc.lacounty.gov (213) 974-2077 **DENNIS SLAVIN** Chief Deputy Director, Regional Planning dslavin@planning.lacounty.gov (213) 974-6405

LOS ANGELES COUNTY
DEPARTMENT OF
REGIONAL PLANNING

AMY J. BODEK, AICP
Director,
Regional Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

CONNIE CHUNG, AICP
Deputy Director,
Advance Planning

DAVID DE GRAZIA
Deputy Director,
Current Planning

SHARON GUIDRY
Deputy Director,
Land Use Regulation

JOSEPH HORVATH
Administrative Deputy,
Administration

June 17, 2025

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

Dear Supervisors:

**APPROVE AMENDMENT NO. 8 TO AGREEMENT NO. 78227
FOR THE ELECTRONIC PERMITTING AND INSPECTIONS
COUNTY OF LOS ANGELES SYSTEM
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

CIO RECOMMENDATION: APPROVE [X]

SUBJECT

Joint recommendation by the Department of Regional Planning (DRP), Department of Public Works (DPW), the Consolidated Fire Protection District of Los Angeles County (Fire District), Department of Parks and Recreation (DPR), and Treasurer-Tax Collector (TTC), that the Board of Supervisors (Board) approve Amendment No. 8 (Amendment) to the Electronic Permitting and Inspections County of Los Angeles (EPIC-LA) System Agreement No. 78227 (Agreement) with Tyler Technologies, Inc. (Contractor), to extend the existing EPIC-LA system contract for one year to June 23, 2026.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the attached Amendment is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

2. Approve and instruct the Chair to execute the attached Amendment to the Agreement to extend the current term of the Agreement by an additional one year to June 23, 2026.

3. Delegate authority to the Director of Regional Planning (Director), or her designee, to approve and execute Amendments or Change Notices to incorporate changes to the Agreement within the scope-of-work and the MCS of $18,660,172.

4. Delegate authority to the Director, or her designee, to terminate the Agreement if, in the opinion of the Director, it is in the best interest of the Los Angeles County (County).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

EPIC-LA is the single-most critical component of the County's rebuild strategy in response to the January 7, 2025, wildfires. All permits needed to rebuild homes and businesses lost due to the wildfires will utilize EPIC-LA. Aside from the wildfire response, applications for all land entitlements needed to satisfy various State and local regulations are administered by County departments, including DRP, DPW, DPR, Fire District, TTC and others.

The County's existing contract with Tyler Technologies is set to expire on June 23, 2025. On December 17, 2024, the EPIC-LA departments named above notified your Board of our intent to enter negotiations with Tyler Technologies to establish a new contract that would include a number of critical enhancements to EPIC-LA, notably migration of the existing on-premise solution to Software as a service (SAAS). Due to the January 7 wildfires and each department's necessary response to this disaster, the contract negotiation process was temporarily paused. When negotiations commenced in earnest during the month of March 2025, inadequate time remained to fully integrate all the necessary components into new contract language. While this request would grant a one-year extension, it is the departments' intent to complete the negotiation process, draft the new contract and return to your Board by September 2025.

Tyler Technologies has agreed to extend the County's existing terms for the duration of this contract, with a 5% increase. As an incentive to complete the contract negotiations timely, the existing pricing offer for the County's SaaS migration will expire at the end of this calendar year.

In 2014, the Board approved the original Agreement to assist DRP in the implementation of its portion of the EPIC-LA system, which supports a comprehensive approach to the County's land entitlement, inspections, and code enforcement. In 2015, the County retained an independent third-party consultant, Gartner, Inc., to assess EPIC-LA and determine whether it was the appropriate technology to comprehensively support other County departments involved in the land entitlement process. The amendments to the Agreement to expand EPIC-LA for DPW in 2015, DPR in 2017, FIRE in 2018 and TTC in 2023 are supported by Gartner's report as they provide a seamless and cost-effective process for the benefit of our customers and communities.

The Agreement and its Amendments are summarized below:

Agreement	Dept. Added	MCS	Increased Amount
Original	DRP	$2,335,308	-
Amend. No.1	N/A	$2,335,308	$0
Amend. No.2	DPW	$11,268,109	$8,932,801
Amend. No.3	DPR	$11,559,509	$291,400
Amend. No.4	Fire District	$14,292,265	$2,732,756

Amend. No. 5	TTC	$17,857,627	$3,565,362
Amend. No. 6	Voluntary Reduction (COVID)	$17,711,412	($146,215)
Amend. No. 7	Reallocate Budget (TTC) Based on Project Needs		
Amend. No. 8	**Contract Extension**	**$18,660,172**	**$948,760**

The new pricing schedule is outlined in Exhibit C-5.

Implementation of Strategic Plan Goals

The recommended action aligns with the County's 2024-2030 Strategic Plan North Star 2 – Foster vibrant and resilient communities, Focus Area Goal – C. Public Safety, strategy ii Operational enhancement; and North Star 3 – Realize tomorrow's government today, Focus Area Goal – F. Flexible and Efficient Infrastructure, Strategy iii. Technological Advancement/Digital Divide.

FISCAL IMPACT/FINANCING

This Amendment will increase the MCS of the Agreement to $18,660,172. The costs of EPIC-LA for DRP and DPR are funded by Net County Cost, while DPW and the Fire District fully funded with building permit revenue and fire prevention fees respectively, and TTC is funded through its business license program fees.

Dept.	Total
DRP	$238,567
DPW	$533,973
DPR	$ 9,301
Fire Dist.	$102,148
TTC	$ 64,771
Total	$948,760

DRP will return to the Board with a proposed new contract with Tyler Technologies by 2nd quarter FY25-26.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment is consistent with all applicable Board mandated provisions, including those pertaining to hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support program, GAIN/GROW participants, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for Contractor employees.

County Counsel has approved the proposed Amendment as to form.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Chief Information Office has reviewed the information technology (IT) components of this request and recommends approval. The CIO determined this recommended action does not include any additional IT items or services that would necessitate a formal written CIO analysis.

ENVIRONMENTAL DOCUMENTATION

The services provided through this Agreement and its Amendments will not influence the environment and, therefore, this Amendment is exempt from CEQA, pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Amendment for EPIC-LA will enhance our customers' experience by providing a more streamlined and transparent land entitlement application process.

CONCLUSION

Upon approval of this Amendment, this will allow the County to continue to complete its contract negotiations with Tyler Technologies for implementation of new contract, which will greatly enhance the County's land entitlement process by providing an improved customer experience, reducing costs, and promoting greater government accountability and transparency.

Respectfully submitted,

Amy J. Bodek, AICP
Director

Reviewed by:

Peter Loo
Chief Information Officer

AJB:JH:EY:ia

Attachments

c: Chief Executive Office
Chief Information Office

County Counsel
Executive Office, Board of Supervisors
Fire District
Parks and Recreation
Public Health
Public Works
Treasurer and Tax Collector

S_IFS_0617/2025_BL_EPICLA NO8

AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND TYLER TECHNOLOGIES, INC. FOR THE ELECTRONIC PERMITTING AND INSPECTION SYSTEM FOR THE COUNTY OF LOS ANGELES CONTRACT NO. 78227

AMENDMENT NO. 8

THIS AMENDMENT is made and entered into this_____day of June 2025,

by and between COUNTY OF LOS ANGELES (hereafter "County").

and TYLER TECHNOLOGIES, INC. (hereafter "Contractor")

WHEREAS, reference is made to Contract No. 78227 entitled, "Agreement by and between County of Los Angeles and Tyler Technologies, Inc. for the Electronic Permitting and Inspection System for the County of Los Angeles" (hereinafter known as the "Agreement"), dated June 24, 2014; and

WHEREAS, the Agreement was amended on November 24, 2014, to clarify and update provisions allowing for the scope of the Agreement to be extended to other County Departments ("Amendment No. 1"); and

WHEREAS, the Agreement was amended on August 4, 2015, to expand the County's license of the Application Software to new Users from the County's Department of Public Works ("DPW"), and to purchase Services for the benefit of DPW ("Amendment No. 2"); and

WHEREAS, the Agreement was amended on November 22, 2016, to expand the County's license of the Application Software to new Users from the County's Department of Parks and Recreation ("DPR"), and to purchase Services for the benefit of DPR ("Amendment No. 3"); and

WHEREAS, the Agreement was amended on June 19, 2018, to expand the County's license of the Application Software to new Users from the County's Consolidated Fire Protection District ("District"), and to purchase Services for the benefit of the District ("Amendment No. 4"); and

WHEREAS, the Agreement was amended on February 11, 2020, to expand the County's license of the Application Software to new Users from the Department of

Treasurer & Tax Collector ("TTC") and to purchase Services for the benefit of the TTC (“Amendment No. 5”); and

WHEREAS, the Agreement was amended on October 22, 2020 that Contractor voluntary to reduce the rates for DRP, DPW, DPR, FIRE & TTC due to the economic crisis brought on by the 2019 novel coronavirus (COVID-19)(“Amendment No. 6”); and

WHEREAS, the Agreement was amended on August 31, 2023 to adjust TTC budget allocation in response to project needs (Amendment No. 7”); and

WHEREAS, the County and the Contractor mutually agree to extend the EPIC-LA system contract for one (1) year to ensure continued system application software maintenance and support.

WHEREAS, it is also the intent of the parties hereto to amend the Agreement to add and amend other definitions and provisions to the Agreement, and

WHEREAS, the Agreement provides a process for Amendments.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment No. 8 shall become effective upon date of execution by all parties (“Amendment No. 8 Effective Date”).

2. All defined terms set forth herein shall have the meaning set forth in the Agreement, unless specifically defined otherwise.

3. Exhibit C-4, Pricing and Payment Schedule shall be replaced in its entirety by Exhibit C-5, Pricing and Payment Schedule, attached hereto and incorporated herein by reference. All references to Exhibit C-4 shall hereafter be replaced by Exhibit C-5.

4. The Maximum Contract Sum shall increase by $948,760 to $18,660,172 from $17,711,412 to support the one-year period extension fees outlined in Exhibit C-5.

5. The term of this Contract shall commence by the date of execution of COUNTY and shall expire on June 23, 2026, unless sooner terminated or extended, in whole or in part, as provided is this Contract.

6. Except for the changes set forth herein above, Agreement shall not be

changed in any respect by this Amendment No. 8.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Director for the Department of Regional Planning, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By_____
Director of Regional Planning

TYLER TECHNOLOGIES, INC.
Contractor

_____
Signature

By_____
Printed Name

Title_____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Michael Owens
Senior Deputy County Counsel

Electronic Permitting and Inspections County of Los Angeles
Contract 78227
Amendment No. 8 - One Year Extension 06/24/25 to 06/23/26
Exhibit C-5 Pricing Schedule

Consolidated Fee Schedule for DRP, DPW, DPR, Fire, and TTC

			Base Term Year									Optional Year		Amendment - Extension	
DRP:	Fee Component	One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Year 12 6/24/25 to 6/23/26	Total
	License	$ 709,999	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 709,999
	Implementation Services	$ 656,472	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 656,472
	Training Certifications	$ 3,998	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,998
	Maintenance & Support Services	$ -	$ -	$ 132,000	$ 135,960	$ 140,039	$ 145,641	$ 151,467	$ 159,040	$ 163,811	$ 168,726	$ 173,787	$ 179,001	$ 188,567	$ 1,738,039
	Annual Subscriptions	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 600,000
	Estimated Travel Expense	$ 78,540	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 78,540
	Pool Dollars/Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 212,300
DRP Contract Total		$ 1,449,009	$ 50,000	$ 182,000	$ 185,960	$ 190,039	$ 195,641	$ 201,467	$ 209,040	$ 213,811	$ 218,726	$ 223,787	$ 229,001	$ 238,567	$ 3,999,347

DPW:	Fee Component	One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Year 12 6/24/25 to 6/23/26	Total
	License	$ 1,944,991	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,944,991
	Implementation Services	$ 3,755,280	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,755,280
	Training Certifications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Maintenance & Support Services	$ -	$ -	$ -	$ 350,098	$ 360,601	$ 375,025	$ 390,026	$ 409,527	$ 421,813	$ 434,468	$ 447,502	$ 460,927	$ 483,973	$ 4,133,960
	Annual Subscriptions	$ -	$ -	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 500,000
	Estimated Travel Expense	$ 443,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 443,700
	Pool Dollars/Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 781,972
DPW Contract Total		$ 6,143,971	$ -	$ -	$ 400,098	$ 410,601	$ 425,025	$ 440,026	$ 459,527	$ 471,813	$ 484,468	$ 497,502	$ 510,927	$ 533,973	$ 11,559,902

DPR:	Fee Component	One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Year 12 6/24/25 to 6/23/26	Total
	License	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,000
	Implementation Services	$ 175,876	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175,876
	Training Certifications	$ 20,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,400
	Maintenance & Support Services	$ -	$ -	$ -	$ -	$ 6,930	$ 7,207	$ 7,495	$ 7,870	$ 8,106	$ 8,350	$ 8,600	$ 8,858	$ 9,301	$ 72,718
	Annual Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Estimated Travel Expense	$ 17,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,000
	Pool Dollars/Contingency		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,491
DPR Contract Total		$ 243,276	$ -	$ -	$ -	$ 6,930	$ 7,207	$ 7,495	$ 7,870	$ 8,106	$ 8,350	$ 8,600	$ 8,858	$ 9,301	$ 342,484

Fire:	Fee Component	One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Year 12 6/24/25 to 6/23/26	Total
	License	$ 224,492	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 224,492
	Implementation Services	$ 550,150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 550,150
	Training Certifications	$ 64,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 64,600
	Maintenance & Support Services	$ -	$ -	$ -	$ -	$ -	$ 40,409	$ 42,025	$ 44,127	$ 45,450	$ 46,814	$ 48,218	$ 49,665	$ 52,148	$ 368,856
	Annual Subscriptions	$ -	$ -	$ -	$ -	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 400,000
	Estimated Travel Expense	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000
	Pool Dollars/Contingency		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 88,924
Fire Contract Total		$ 889,242	$ -	$ -	$ -	$ -	$ 90,409	$ 92,025	$ 94,127	$ 95,450	$ 96,814	$ 98,218	$ 99,665	$ 102,148	$ 1,747,023

Combined DRP, DPW,DPR and Fire Totals		$ 8,725,498	$ 50,000	$ 182,000	$ 586,058	$ 607,570	$ 718,282	$ 741,013	$ 770,564	$ 789,180	$ 808,358	$ 828,107	$ 848,451	$ 883,989	$ 17,648,756

TTC	Fee Component	One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Year 7 6/24/20 to 6/23/21	Year 8 6/24/21 to 6/23/22	Year 9 6/24/22 to 6/23/23	Year 10 6/24/23 to 6/23/24	Year 11 6/24/24 to 6/23/25	Year 12 6/24/25 to 6/23/26	Total
	License	$ 254,990	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 254,990
	Implementation Services	$ 222,140	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 283,340
	Training Certifications	$ 61,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Maintenance & Support Services	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,099	54808	$ 56,452	$ 58,146	$ 59,890	$ 61,687	$ 64,771	$ 381,853
	Annual Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Estimated Travel Expense	$ 34,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 34,000
	Pool Dollars/Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 57,233
TTC Contract Total		$ 572,330	$ -	$ -	$ -	$ -	$ -	$ 26,099	$ 54,808	$ 56,452	$ 58,146	$ 59,890	$ 61,687	$ 64,771	$ 1,011,416

Combined DRP, DPW,DPR, Fire, and TTC Totals		$ 9,297,828	$ 50,000	$ 182,000	$ 586,058	$ 607,570	$ 718,282	$ 767,112	$ 825,372	$ 845,633	$ 866,502	$ 887,997	$ 910,137	$ 948,760	$ 18,660,172

3% increase 4% increase 5% increase

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☐ Board Letter ☒ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025
BOARD MEETING DATE	Not applicable
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Department of Children and Family Services (DCFS)
SUBJECT	Notice of Intent to Extend the On-Going Support of the American Standard Code for Information Interchange (ASCII) Daily Download Contract
PROGRAM	Child Welfare Services/Case Management System (CWS/CMS)
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: International Business Machines Corporation (IBM) is the only vendor who is permitted by the State and Federal governments to provide required services for the Statewide CWS/SMS system.
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	The current contract expires on November 30, 2025.
COST & FUNDING	Total cost: $130,000 (Annually) / Funding source: 25 percent Federal funds and 75 percent Local funds. TERMS (if applicable): December 1, 2025 through November 30, 2026, with two optional one-year extension periods through November 30, 2028. Explanation: Sufficient funding is included in the Department's Fiscal Year 2025-2026 Final Adopted Budget.
PURPOSE OF REQUEST	To extend the IBM contract to ensure continuous support for CWS/CMS data and database changes, network infrastructure, error resolution, and to maintain essential services for children and families.
BACKGROUND (include internal/external issues that may exist including any related motions)	IBM is the sole vendor authorized to provide ongoing services of the transfer data process, troubleshoot, resolve deficiencies, test, and validate changes for the mandated CWS/CMS system. Previous amendments were approved in 2010, 2014, 2017, and 2019, extending IBM's contract through November 30, 2025.
The EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Child Protection – CWS/CMS allows social workers to document child abuse and neglect referrals, track investigations, and log services for families. Keeping this data current is vital to ensure social workers have the latest information for informed decision-making for the children and families they serve.
DEPARTMENTAL CONTACTS	Rae Hahn, CIO II 213-394-8274 / HahnRa@dcfs.lacounty.gov

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020

(213) 351-5602

BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

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

May 28, 2025

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

From: Brandon T. Nichols
Director

NOTICE OF INTENT TO EXTEND THE ON-GOING SUPPORT OF THE AMERICAN STANDARD CODE FOR INFORMATION INTERCHANGE DAILY DOWNLOAD CONTRACT

In compliance with Board Policy 5.100, Sole Source Contract and Amendments, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to submit a Board letter to request delegated authority to execute Amendment Four to extend the current On-Going Support of the American Standard Code for Information Interchange (ASCII) Daily Download contract with International Business Machines Corporation (IBM), Contract Number 77253 effective, December 1, 2025 through November 30, 2026, with two optional one-year extension periods through November 30, 2028.

In accordance with Board Policy 5.100, Sole Source Contract and Amendments, County departments must provide advance written notice and justification to the Board when the departments do not have delegated authority to extend the term of the current contract.

BACKGROUND

Under the California Welfare Institutions Code (WIC) Section 16501, the State was required to develop and use a Statewide system to be used by counties to support child welfare operations. The Statewide California State Child Welfare Services/Case Management System (CWS/CMS) system was made possible through Federal funds (45 CFR 1355.53). IBM is the only vendor authorized by the State and Federal governments to perform services on the mandated Statewide CWS/CMS.

On March 16, 2010, the Board approved a sole source contract with IBM for Moves, Adds and Changes (MAC)/County Access Data (CAD) services.

On July 8, 2014, the Board approved Amendment One to extend the contract term for 14 months, effective October 1, 2014 through November 30, 2015, with an option to extend for up to four one-year renewal periods through November 30, 2019.

On June 13, 2017, the Board approved Amendment Two to reflect three changes made to the Contract: (1) develop an application to process a daily download from the County's Leader Replacement System to CWS/CMS, and add changes to the Los Angeles Automated Provider Payment System (APPS) interface and CWS/CMS Client Services application to accommodate Assembly Bill 403's policy changes to the Continuum of Care Reform, which requires new rate schedules for certain placement facility types and Home Based Family Care placements; (2) increase the current year allocation from $150,000 to $603,169; and (3) inclusion of language in accordance with Board Policy 5.200 Contractor Protection of Electronic County Information.

On October 15, 2019, the Board approved Amendment Three to extend the contract term for three years with three optional one-year periods effective, December 1, 2019 through November 30, 2022, with three optional one-year extension periods through November 30, 2025, provided IBM continues to remain the State and Federal governments' sole provider of the County's access to daily download services from the CSW/CMS.

JUSTIFICATION

The recommended extension will enable IBM the only vendor who is permitted by the State and Federal governments to perform services on the mandated Statewide CWS/CMS to continue to provide services. The CWS/CMS periodically requires changes to the data and database structure due to new software that requires design changes or due to new County Policies and Procedures. These changes must be systematically implemented through a validation process and regression testing, as not to affect other counties' computer applications. IBM provides the staffing to coordinate the CAD solution. In collaboration with DCFS, IBM provides the ongoing service support of the transfer data process, troubleshoots, and resolves deficiencies that could affect the network infrastructure, and tests and validates changes. In addition, IBM provides database changes by furnishing the Data Definition Language (DDL) scripts and associated documentation to ensure the changes made to the CWS/CMS database are properly reflected in the CAD database for data integrity purposes.

Without extending the On-Going Support of the American Standard Code for Information Interchange (ASCII) contract, the County will not have sufficient services to provide continuous, immediate, and complete access to critical case information, provide updates to that information, and perform basic essential tasks to ensure that the well-being of children and families is maintained and recorded in the CWS/CMS.

NOTIFICATION TIMELINE

Consistent with the procedures of Board Policy 5.100, DCFS is informing the Board of its intent to extend the current contact. DCFS will file a Board letter in the near future to request delegated authority to execute contract amendment for extension.

If you have any questions or need additional information, please call me or your staff may contact Aldo Marin, Board Liaison, at (213) 371-6052 or marina@dcfs.lacounty.gov.

BTN:JF:CMM
RW:LTI:JS:as

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

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025
BOARD MEETING DATE	6/17/2025
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Registrar-Recorder/County Clerk
SUBJECT	REQUEST APPROVAL OF CONTRACT #25-002 WITH KOFILE, TECHNOLOGIES, INC. FOR RESTORATION, REPAIR, AND SCANNING OF MICROFILM, RECORDS, AND INDEX BOOKS
PROGRAM	Restoration, Repair, and Scanning of Microfilm, Records, and Index Books
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No
	If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	
COST & FUNDING	Total cost: Contract value: $10,000,000 (5-year base term, two (2) optional 1-year extensions, six (6) optional month-to-month extensions) with up to 10% ($1,000,000) in potential delegated authority increases, for a maximum total of $11,000,000. Funding source: The Department will fund the Contract with available revenues from various Recorder Special Revenue Funds. There will be no impact to the Net County Cost.
	TERMS (if applicable):
	Explanation:
PURPOSE OF REQUEST	The recommended action establishes a Contract for restoring, repairing, scanning and microfilming County legal documents including real property and vital(birth, death and marriage) records. These records will undergo removal of harmful materials, mending, de-acidification, encapsulation, binding, scanning and microfilming to ensure that they can be maintained in perpetuity and continue to provide valuable information to the public
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department maintains an archive of real estate and vital records in various formats including certificates, paper, books, and microfilm. **Vital Records** • **Storage**: Books (bound record binders with canvas covers) and folders • **Volume**: ~1.8 million certificates in folders, ~400 books • **Condition**: Documents show deterioration from acidic paper and decades of use - torn edges, holes, brittleness, tape repairs, and stapled attachments • **Needs Addressed in Contract**: Restoration and scanning to create accessible digital records **Real Property Records** • **Volume**: ~28,000 Official Record books (40 million records/140 million images) • **Condition**: Fair to poor with broken/missing metals, worn coverings, exposed boards, and identification difficulties • **Format**: Mix of photostat and handwritten records • **Additional**: 5,200 microfilm rolls (~10.4 million images) • **Needs Addressed in Contract**: Restoration and digitization according to Department specifications and legal requirements
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jerome Jordan, Chief Deputy (562) 462-2652 jjordan@rrcc.lacounty.gov Monique Blakely, Assistant Registrar-Recorder/County Clerk, Recorder Bureau (562) 462-2073 mblakely@rrcc.lacounty.gov

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

June 17, 2025

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 NUMBER 25-002
WITH KOFILE TECHNOLOGIES, INC.
FOR RESTORATION, REPAIR, AND SCANNING OF
MICROFILM, RECORDS, AND INDEX BOOKS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Registrar-Recorder/County Clerk (RR/CC or Department) requests approval to execute Contract #25-002 (Contract) with Kofile Technologies, Inc. (Kofile) for restoration, repair, and scanning of microfilm, records, and index books.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize RR/CC, or their designee, to execute a substantially similar Contract (Attachment) with Kofile in order to provide restoration, repair, and scanning of microfilm, records, and index books, effective for a period of five (5) base years, with two (2) optional one-year periods and six (6) optional month-to-month extensions, for a maximum term of seven (7) years and six (6) months.

2. Delegate authority to the RR/CC, or their designee, to prepare and execute future amendments to extend the five (5) year base term for two (2) optional one-year periods and six (6) optional month-to-month extensions provided that County Counsel approval is obtained.

3. Delegate authority to the RR/CC, or their designee, to prepare and execute future amendments to the Contract as needed to (1) reflect changes resulting from new legislation or changes to County Policy Terms and Conditions; (2) reflect changes in State and County legislation; (3) modify the Statement of Work to meet operational needs; or (4) make any other necessary changes which do not

materially alter any term or condition of the Contract provided that County Counsel approval is obtained.

4. Delegate authority to the RR/CC, or their designee, to prepare and execute future amendments to increase contract sum up to 10%, or $1,000,000, to account for any unforeseen increases provided RR/CC and County Counsel approval is obtained. The maximum contract amount for this Contract will not exceed $11,000,000 and is the maximum payable to Contractor over the term of the Agreement, including option years.

5. Delegate authority to the RR/CC, or their designee, to terminate the contract in whole or in part as necessary provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The RR/CC provides a variety of services related to real property document recording and vital records custody and maintenance. These services greatly benefit the public and other County departments such as the Assessor, Health Services, Public Social Services, Treasurer and Tax Collector and Regional Planning. Documents on file are vital to the real estate, legal and banking communities, the general economy of the County, and the daily life of our constituents.

The purpose of the recommended action is to establish a contract for the restoration, repair, scanning and microfilming of the County's legal documents pertaining to real property and vital (birth, death and marriage) records. These records provide historical data of vital importance to the County and the public at large. The work involved under the Contract provides for the removal of harmful materials, mending, paper de-acidification, page encapsulation, book binding, scanning and microfilming of said legal documents.

The Department currently maintains an archive which includes four categories of materials for vital and real estate records: certificates, paper, books, and microfilm.

Vital records are currently stored in two categories: books and folders. Most of the older records are housed in folders. Some records are also stored in books. The books are in sewn and bound record binders with canvas hard covers. All records are housed in the Department's headquarters facility basement. The books are stored on roller shelves and the folders containing approximately one hundred (100) corresponding records each are stored on shelves totaling approximately one million eight hundred thousand (1,800,000) certificates. These folders contain original birth, death and marriage records and some records may have amendments attached.

The original documents show signs of acidic paper that has undergone decades of heavy use. The sheets have torn edges and holes, cracks and chips resulting in some lost information and curls and cockles (wrinkles, puckers, or ripples) from page turning. Many sheets have been repaired with tape and many of the index divider tabs are missing. The

original documents are brittle, have been repaired with tape and have attachments with tape and/or staples. These documents need to be restored to make a digitized images that can be accessed through our system thereby eliminating the need to cross reference books and papers to attain the full record. Pursuant to this Contract, Contractor will provide restoration and scanning services for such certificates and folders in accordance with the Department's specifications and requirements under law. There are approximately four hundred (400) books of which some have broken or missing metals, worn and torn coverings or exposed boards. These books need to be repaired and restored as they are required to be maintained in perpetuity. Under this Contract, Contractor will provide refurbishment and restoration services for such books in accordance with the Department's specifications and requirements.

Real property records consist of approximately twenty-eight thousand (28,000) official record books which equates to approximately forty million (40,000,000) records or one hundred forty million (140,000,000) images The books range from fair to poor condition with broken or missing metals, worn and torn coverings, exposed boards and some missing spines causing difficulty in identifying the years and categories. Some books are photostat and some have handwriting. The original pages are brittle and have been repaired with tape. These books need to be repaired and scanned to make a digitized image that can be accessed through our system thereby eliminating the need to cross reference books and papers to attain the full record. There are also approximately 5,200 rolls of microfilm that need to be digitized for a total of approximately 10,400,000 images. Pursuant to this Contract, Contractor will provide restoration and scanning services for such record books and microfilm in accordance with the Department's specifications and requirements under law.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

North Star 3: Realize tomorrow’s government today. **Focus Goal Area A. Communication and Public Access:** Provide increased transparency and accessibility to government services and communication, including information that is easy to understand and available in multiple languages and formats. **Strategy i. Customer Service:** Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.

Implement technological business solutions to enable County departments to meet their core mission, transform how we share information, and protect the privacy rights of individuals while continuing to provide the public with beneficial and responsive vital information services to quality historical information. The services afforded under the recommended Contract will ensure legal documents are available for public use for generations to come while restored and microfilmed records remain essential for the public to research needed information.

FISCAL IMPACT/FINANCING

The Department will fund the Contract with available revenues from various Recorder Special Revenue Funds. There will be no impact to the Net County Cost.

The Contract Sum to perform work required under this Contract is $10,000,000 With your Board's delegated authority, the Contract allows the Department Head, or designee, to execute amendments increasing the contract sum up to 10%, or $1,000,000. If the option to increase the Contract Sum is exercised, the maximum contract amount for this Contract will not exceed $11,000,000 and is the maximum payable to Contractor over the term of the Agreement, including option years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Contract with Kofile for the restoration, repair, and scanning of microfilm, records, and index books will be effective for a period of five (5) years with two (2) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of seven (7) years and six (6) months.

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

All functions of the Department under the terms and conditions of this Contract are conducted under the provisions of the State Constitution as well as State and County Codes.

CONTRACTING PROCESS

The Department's Contracts and Grants Section released a Request for Proposals (RFP) for the restoration, repair, and scanning of microfilm, records, and index books through the County's Open Bids and Solicitations website on April 10, 2023 through seven commodity codes encompassing approximately five hundred potential proposers. The Contracts and Grants Section also emailed solicitation letters to additional vendors believed to specialize in restoration, repair, and scanning of microfilm, records, and index books.

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 the Department's Facebook and X social media accounts.

A mandatory virtual proposers conference was held on April 25, 2023 with nine prospective companies in attendance. The Department received submissions from two proposers. 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 Kofile's proposal being chosen as the top ranked, highest scored proposal. Kofile was found to be responsive and responsible to meet the County's requirements and was selected for award.

A debrief was held with the other proposer on April 16, 2024. The other proposer subsequently filed a Notice of Intent for Proposed Contractor Selection Review on April 22, 2024. After reviewing the estimated Contract sum, the Department conducted a search for similar County contracts involving Kofile to evaluate pricing and explore opportunities to piggyback on or amend existing agreements. Additionally, updates to the County's terms and conditions, non-material provisions, exhibits, and minor edits to the Statement of Work extended the negotiation timeline. As a result, further review by Operations Management and County Counsel was necessary before the Contract could be submitted to Kofile for review and acceptance. The Department responded to the other protestor's Notice of Intent for Proposed Contractor Selection Review on May 7, 2025, shortly after completing negotiations and acceptance of the final contract.

The Chief Executive Office (CEO) has reviewed and approved this Board letter. The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended Contract as to form. County Counsel has reviewed this Board letter and has approved the attached Contract as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended Contract will allow the Department to repair and restore damaged index books and records, which are a critical component of the Department's mission and serve a necessary function for the County's business community and general population.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DCL:MB:PS
JS:DL:VW
jw

Enclosure
c: Executive Office, Board of Supervisors

Chief Executive Office
County Counsel
Chief Information Office



CONTRACT #25-002

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KOFILE TECHNOLOGIES, INC.

FOR

RESTORATION, REPAIR, AND SCANNING OF MICROFILM, RECORDS, AND INDEX BOOKS

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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

G Safely Surrendered Baby Law

H Intentionally Omitted

- **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 #25-002
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
KOFILE TECHNOLOGIES, INC.
FOR
RESTORATION, REPAIR AND SCANNING OF
MICROFILM, RECORDS AND INDEX BOOKS

This Contract ("Contract") made and entered into on _____ ____, 20___ by and between the County of Los Angeles, hereinafter referred to as "County" and Kofile Technologies, Inc., hereinafter referred to as "Contractor". Contractor is located at 6300 Cedar Springs Road, Dallas, Texas 75235.

RECITALS

WHEREAS, the County may contract with private businesses for restoration, repair and scanning of microfilm, records and index books services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing restoration, repair and scanning of microfilm, records and index books services; and

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

WHEREAS, the Contractor has submitted a proposal to the County's Registrar-Recorder/County Clerk ("Department") for Restoration, Repair, and Scanning of Microfilm, Records, and Index Books Services ("Services") based upon the Request For Proposal ("RFP") process, Contractor has been selected for recommendation for award of such Contract; and

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

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

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

2.1.2 **Board of Supervisors or Board or BOS**: The Board of Supervisors of the County acting as governing body.

2.1.3 **Contract**: The legal binding agreement between County and Contractor as a result of the solicitation process for restoration, repair, and scanning for microfilm, records, and index books services. Included are all

supplemental contracts 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.

2.1.4 **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.

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

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

2.1.7 **County:** The County of Los Angeles.

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

2.1.9 **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.

2.1.10 **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.

2.1.11 **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/.

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

2.1.13 **Department of Registrar-Recorder/County Clerk or 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.

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

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

2.1.16 **Registrar-Recorder/County Clerk or RR/CC:** The Department Head of the Department of Registrar-Recorder/County Clerk.

2.1.17 **Statement of Work or SOW**: 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.

2.1.18 **Subcontract**: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.19 **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 approval by County's Board of Supervisors and execution by the Registrar-Recorder/County Clerk (RR/CC), whichever is later, 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 RR/CC or designee as authorized by the Board.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise 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 amount of this Contract for the five (5) year base term, two additional one-year periods and six (6) month-to-month extensions, upon approval by the Board of Supervisors, is ten million dollars and no cents ($10,000,000.00).

In addition to the provisions set forth in this Paragraph 5.0 (Contract Sum), the RR/CC or designee may increase the Contract Sum up to a maximum of ten percent (10%), or one million dollars and no cents ($1,000,000.00).

The pricing under this Contract includes all Contractor fees and all applicable taxes for supplying all tasks, subtasks, deliverables, goods, and services to perform restoration, repair and scanning of microfilm, records and index books in this Contract. Contractor must bill the firm and fixed image, book, certificate, and roll unit prices as stated in Exhibit B (Pricing Schedule) for providing restoration, repair and scanning of microfilm, records and index books services.

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 to the following address:

Department of Registrar-Recorder/County Clerk
Accounts Payable
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

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.

If County provides a County Identification (ID) badge to the Contractor's employee(s), Contractor bears all expense of the badging.

7.4.1 If applicable, Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.

7.5 Background and Security Investigations

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff

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

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

7.5.3 These terms will also apply to subcontractors of County contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5.5 Contractor must 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 reasonably determined by County. 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 to sign and adhere to the provisions of Exhibit F2 (Contractor 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, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the RR/CC or designee.

8.1.2 The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the RR/CC or designee.

8.1.3 The RR/CC or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the RR/CC or designee.

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

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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 ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within three (3) business days for County approval.

- If, at any time, the Contractor wishes to change the Contractor's procedures, 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 three (3) business days 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 three (3) 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 reasonably determined by County. 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 will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 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 and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform 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) 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/safe-surrender/.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

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
  Department of Registrar-Recorder/County Clerk
  Contracts and Grants Section
  Attention: Contracts and Grants Monitor
  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, it's 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:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1

million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **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.

- **Property Coverage**

  Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

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 One Thousand Dollars ($1,000) 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/safe-surrender/.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The 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
Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
Attention: Contracts and Grants Monitor
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 affected 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 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored images or information from County's books, microfilms, images, data, or paper records, have the sole responsibility to certify that the data, images 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 County's books, microfilms, images, data, or paper records , once converted, 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 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 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 Compliance with County's Women in Technology Hiring Initiative

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

10.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
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	Intentionally Omitted
Paragraph 9.3	Intentionally Omitted
Paragraph 10.0	Survival

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

COUNTY OF LOS ANGELES	KOFILE TECHNOLOGIES, INC.
_____	_____
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 _____
ADAM BAUMGARTEN
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK (SOW) AND ATTACHMENTS

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SOW ATTACHMENTS

1 Contract Discrepancy Report
2 Performance Requirements Summary (PRS)

1 SCOPE OF WORK

The County of Los Angeles Department of Registrar-Recorder/County Clerk (Department) is responsible for recording and maintaining legal documents pertaining to real property ownership, and birth, death and marriage records for the County of Los Angeles. These public records provide historical data of vital importance to the County and the public at large. The scope of work provides for the restoration, repair and preservation of records and index books and the data enclosed therein. The work involves the removal of harmful materials, mending, paper de-acidification, page encapsulation, book binding and scanning. Herein provided are the specifications, categories, and performance requirements for the services:

The Department currently maintains an archive which includes four categories of materials for Vital and Real Estate Records; certificates, paper, books, and microfilm.

Vital records are currently stored in two categories: books and folders. Most of the older records are housed in folders. Some records are also stored in books. The books are in sewn and bound record binders with canvas hard covers. All records are housed in the Department's headquarters facility basement. The books are stored on roller shelves and the folders containing approximately one hundred (100) corresponding records each are stored on shelves totaling approximately one million eight hundred thousand (1,800,000) certificates. These folders contain original birth, death and marriage records and some records may have amendments attached. The original documents show signs of acidic paper that has undergone decades of heavy use. The sheets have torn edges and holes, cracks and chips resulting in some lost information and curls and cockles (wrinkles, puckers, or ripples) from page turning. Many sheets have been repaired with tape and many of the index divider tabs are missing. The original documents are brittle, have been repaired with tape and have attachments with tape and/or staples. These documents need to be restored as specified herein at Section 7.3 and scanned as specified herein at Section 7.4 to make a digitized images that can be accessed through our system thereby eliminating the need to cross reference books and papers to attain the full record. Pursuant to this Contract, Contractor will provide restoration and scanning services for such certificates and folders in accordance with the Department's specifications and requirements under law. There are approximately four hundred (400) books of which some have broken or missing metals, worn and torn coverings or exposed boards. These books need to be repaired and restored as specified herein at Section 7.3 as they are required to be maintained in perpetuity. Under this Contract, Contractor will provide refurbishment and restoration services for such books in accordance with the Department's specifications and requirements.

Real property records consist of approximately twenty-eight thousand (28,000) Official Record books which equates to approximately forty million (40,000,000) records (140,000,000 images). The books range from fair to poor condition with broken or missing metals, worn and torn coverings, exposed boards and some missing spines causing difficulty in identifying the years and categories. Some books are photostat and some have handwriting. The original pages are brittle and have been repaired with tape. These books need to be repaired as specified herein at Section 7.3 and scanned as specified herein at Section 7.4 to make a digitized image that can be accessed through our system thereby eliminating the need to cross reference books and papers to attain the full record. There are also approximately 5,200 rolls of microfilm that need to be digitized for total of approximately 10,400.000 images. Pursuant to this Contract, Contractor will provide restoration and scanning services for such record books and microfilm in accordance with the Department's specifications and requirements under law.

All functions of the Department are conducted under the provisions of the State Constitution, State and County Codes. The recording operation in Los Angeles County is large and complex. It serves the public and other County departments such as the Assessor, Health Services, Public Social Services, Treasurer and Tax Collector and Regional Planning. Archived documents are maintained in perpetuity and are on file to provide public notice and are vital to real estate, legal and banking communities, the general economy of the County and the daily life of our constituents. To meet the Department’s mission objectives, a comprehensive records restoration and preservation program is of paramount importance.

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

2.1 The County reserves the right to add/delete specific tasks related to the restoration, repair and scanning project which does not materially affect the scope of work, term, contract sum, or payment under the Contract.

2.2 All changes must be made in accordance with Paragraph 8.1, Amendments and Change Notices, of the Contract.

3 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Project Director and County Project Manager for review. The plan shall include, but may not be limited to the following:

3.1 Quality Control Plan

3.1.1 Monitoring. The Quality Control Plan must include its method for monitoring the number of documents and/or microfilm picked up, the number of documents and/or microfilm prepared for imaging, the number of pages imaged, and the number of documents and/or microfilm returned. All materials are to be returned to the County in the format in which they were received.

3.1.1 Data Integrity, Accuracy and Image Clarity. The Quality Control Plan shall describe its methods for maintaining the integrity and accuracy of the data imaged and assuring the clarity of the scanned images. Any and all images that require rescanning in order to improve quality are to be rescanned at no additional cost to the County. The Quality Control Plan shall also describe its method for maintaining the integrity of older, fragile documents in order to avoid any damages or destruction of the documents.

3.1.2 Exception Report. The Quality Control Plan shall describe and include a sample of its Exception Report that identifies, lists, and explains each document that was not successfully scanned or indexed or otherwise failed the Contractor's internal quality control process.

3.1.3 Problem Correction Report. The Quality Control Plan shall include 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 report shall be provided to the County upon request.

3.1.4 Contact Personnel. The Quality Control Plan shall provide the County with the names of the personnel responsible for resolving corrective actions.

3.2 Security Plan

The Contractor's Security Plan will explain the procedures to be used to prevent loss, theft, or unauthorized access to County data, documents, microfilm, records and other materials provided to the Contractor. The Contractor's Security Plan must also describe how the Contractor will prevent the intermingling of County boxes with the boxes of other customers throughout the storage, document preparation, scanning and indexing, and quality assurance processes. The Security Plan shall also explain what procedures shall be in place should any documents become damaged, lost, and/or stolen.

3.3 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).

3.4 Periodic Meetings

Contractor is required to attend any scheduled meeting. Meetings may be scheduled monthly, quarterly, or at another interval. Failure to attend will cause an assessment of one thousand dollars ($1,000).

3.5 Contract Discrepancy Report (Attachment 1 of Exhibit A SOW)

Verbal notification of a Contract discrepancy will be made by the County Project Director and/or County Project Manager to the County Contracts and Grants Manager 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 Contracts and Grants Manager 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 Contracts and Grants Manager within two (2) workdays, 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 Project Director and County Project Manager within two (2) workdays.

3.6 County Observations

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

Contractor shall cover the costs for up to two County employees to audit their facilities and operations related to the terms of the contract at least twice during the life of this contract.

RESPONSIBILITIES

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

COUNTY

3.7 Personnel

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

3.7.1 Monitoring the Contractor's performance in the daily operation of this Contract.

3.7.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

3.7.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments and Change Notices).

3.8 Furnished Items

County will furnish historical microfilm, index books and records for restoration, repair and scanning.

CONTRACTOR

3.9 Project Manager

3.9.1 Contractor shall provide a full-time Project Manager and designated alternate. County must have access to the Project Manager during all hours, three hundred sixty-five (365) days per year. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour Pacific Standard Time (PST) per day basis.

3.9.2 Project Manager shall act as a central point of contact with the County.

3.9.3 Project Manager shall have five (5) years of experience.

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

3.10 Personnel

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

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

3.11 Uniforms/Identification Badges

3.11.1 Contractor employees assigned to County facilities shall wear appropriate clothing at all times. Attire should be no less than business casual.

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

3.12 Materials and Equipment

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

3.13 Training

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

3.13.2 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 Occupational Safety and Health Administration standards.

3.14 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 Monday through Friday, during the hours of 8:00 A.M. to 5:00 P.M. PST, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

4 HOURS/DAY OF WORK

County will provide a list of County-observed holidays. (https://lacounty.gov/government/about-la-county/about/)

5 WORK SCHEDULES

5.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

5.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within ten (10) working days prior to scheduled time for work.

6 UNSCHEDULED WORK

6.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.

6.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work performed exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

6.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

6.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

6.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

7 SPECIFIC WORK REQUIREMENTS

Contractor shall perform all procedures in accordance with generally accepted standards of conservation and restoration practices and the most current standards set forth in the American National Standards Institute (ANSI), Association for Information and Images Management (AIIM), Association of Records Managers and Administrators (ARMA), National Information Standards Organization (NISO) and Property Records and Property Records Industry Association (PRIA).

7.1 GENERAL REQUIREMENTS

7.1.1 Contractor shall comply with all applicable standards, rules, regulations, ordinances, statutes, and laws pertaining to the operation of restoring paper files, scanning and creating microfilm as may now be in effect or as any of them may be modified or amended from time-to-time or as may be enacted and effective during the Contract term.

7.1.2 Contractor shall provide all personnel, supplies, and equipment required to perform the services specified in this SOW.

7.1.3 Contractor shall have sufficient capacity to handle up to fifty (50) books and/or thirty thousand (30,000) certificates at a time. County makes no promises on the minimum number of index books/certificates to be sent at one time or will not be held to a specific maximum amount.

Contractor shall have sufficient capacity to convert and produce minimum of ten million (10,000,000) document images per year.

7.1.4 Books, microfilm, and records shall be picked up and returned to:

Department of Registrar-Recorder/County Clerk
12400 Imperial Highway
Room 5001A
Norwalk, California 90650
(562) 462-2081
Attention: Portia Sanders

Images will be sent by vendor via Managed File Transfer (MFT).

7.1.5 Contractor shall return the completed repaired index books, and corresponding scanned images within twelve (12) weeks from the pick-up date. Images shall be delivered via MFT within sixteen (16) weeks from the pick- up date.

7.1.6 Contractor shall redo and perform any needed updates to any and all completed books, and images that do not meet SOW specifications at no additional cost to the Department.

7.1.7 Contractor, shall have the ability to return all materials, when requested, within forty-eight (48) hours at no cost to the County.

7.1.7 Contractor shall establish an answering service for all service call/requests from the Department requiring information from index books or records currently in Contractor's possession.

7.1.8 Contractor shall return to County Project Manager, all County property in Contractor's possession upon expiration or termination of the Contract.

7.1.9 Contractor employee or agent, "agent" as used herein shall mean Contractor's third-party representative, shall review and sign transmittal list acknowledging pick up of any Department materials. Transmittal list will also be signed by Departmental staff. One copy of the transmittal list shall be left with the Department and another copy shall be delivered to Contractor with the materials for restoration, scanning or conversion.

7.1.10 Contractor employee or agent shall prepare and sign a transmittal listing of the materials being returned to the Department. The Department will verify and acknowledge receipt of completed materials and sign off.

7.1.11 Contractor employee or agent shall ***NOT*** pick up or deliver records, index books or microfilm without the transmittal list. If Contractor employee or agent cannot obtain signatures for transmittal list, Contractor employee shall call the County Project Manager to resolve the issue.

7.1.12 Contractor's Project Manager or alternative shall call the County Project Manager when a delay of any type is anticipated.

7.1.13 Contractor shall not conduct any alterations, changes or insertions of any new material in any record without written approval from the Department.

7.1.14 Contractor shall conduct quality control checks including a comparison to the Treatment Report as specified in Paragraph 7.8 (Reporting Requirements) to verify page order.

7.1.15 Contractor restoration process/treatment of each paper record shall result in a life expectancy of at least three hundred (300) years and comply with ASDI/ISO standards

7.1.16 Contractor shall be able to retrieve information from any book, certificate, paper or microfilm in Contractor's possession to service the Department's customers. Upon request, Contractor shall transmit requested information and/or images from documents/books to the Department within twenty-four (24) hours from request.

7.2 SHIPPING AND RECEIVING

7.2.1 Contractor shall provide all packing materials, instructions, and mailing labels.

7.2.2 Contractor shall track all shipments while in transit to ensure receipt and return of all materials. All shipments shall be tracked and fully insured.

7.2.3 Contractor shall provide shipping/courier services. Shipping charges will be billed “at cost” to County with no additional charge for handling.

7.2.4 Contractor shall notify the Department when microfilm, records and other materials are received at their facility.

7.2.5 Contractor shall provide to County Project Manager shipping and receiving receipt.

7.2.6 Contractor shall verify book titles with transmittal list. Stamping sheet for books shall be printed and faxed to the Department for approval.

7.3 RESTORATION AND REPAIR PROCESS

Contractor shall have the capability to convert fifty (50) books consisting of approximately one hundred (100) pages or fifty thousand (50,000) records within twelve (12) weeks.

7.3.1 Treatment Report:

Contractor shall document all restoration and repair work for records and index books on the Treatment Report as specified in Paragraph 7.8 (Reporting Requirements) in this SOW.

7.3.2 Dismantle Bindings:

Contractor shall completely dismantle the index book. Index book spine and folds of the sections shall not be cut in any way off the backs of the documents. The text block shall be well cleaned and carefully disassembled. Dismantling shall include:

- Removal of all original binding materials and adhesive residues.
- Removal of any staples, paper clips, brads, etc.
- Removal of any pressure sensitive tape and old glue.
- Removal of any sheets that are blank on both sides.
- If necessary, manual separation of folios into single sheets.

7.3.3 Repair/Restore:

7.3.3.1 Contractor shall flatten, mend, reinforce and de-acidify original documents (individual pages).

7.3.3.2 Contractor shall mend and guard paper tears using lightweight Japanese tissue matched closely in color and flexibility to the page being repaired. All tear repairs and guarding of folios are to be ethyl cellulose pasted or equivalent. Sufficient press time shall be allowed after mending to ensure paper will not cockle and that text block lies flat with no external pressure.

7.3.3.3 Contractor shall reinforce weak or tattered sheets to maintain mechanical integrity of document.

7.3.3.4 Contractor shall repair or replace index tabs as necessary.

7.3.4 Trim/Flatten:

Contractor shall neatly hand trim sheets as needed to form consistent size and appearance without deleting or distorting original index sheets.

7.3.5 De-acidification:

Contractor shall de-acidify and buff each page/folio by using non-aqueous spray using magnesium oxide (Bookkeeper or equivalent). As needed, Contractor shall wash materials containing non-water-soluble inks.

7.3.6 Preservation:

7.3.6.1 Contractor shall encapsulate pages where necessary utilizing 3 mil polyester envelopes. Polyester envelopes must be Mylar Type D or equivalent. Envelopes must be uniform size with heat seal weld on edges (not ultrasonic weld).

7.3.6.2 Contractor shall place envelopes in Public Record binder utilizing Tenacity TMC or equivalent hard back cover type with piano hinge.

7.3.6.3 Loose leaf volumes shall be in binder as follows:

- Cover material of County's choice (see below Section 10.3.8.1).

- Metals of .035-gauge polished nickel plated cold rolled steel.
- Upright rough post diameter as necessary 5/16 or as original.
- Binders shall be lettered on spine with gold foil and according to stamping information supplied by Contractor and approved by County Project Manager.

7.3.7 Rebinding:

7.3.7.1 As needed, Contractor shall provide suitable permanent binders that would preserve the quality of the index books. Contractor shall provide County Project Manager a minimum of three (3) samples covers to choose from and County Project Manager shall select and approve cover prior to Contractor proceeding with any work.

7.3.7.2 Binding style can be “case construction” with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing should follow existing sewing stations and include sewing end papers.

7.3.7.3 Sewing shall be done by hand, with sewing thread thickness evaluated and selected for each volume. Sewing thread shall be unbleached linen stock or equivalent. Tapes shall be linen or cotton.

7.3.7.4 Backing material shall be linen of fifty to seventy-five (50-75) threads per square inch weight.

7.3.7.5 End sheets shall be durable alkaline machine-made paper such as 80-pound text Mohawk Super Fine ivory or one hundred (100) pound text weight Mohawk Super Fine Soft White or equivalent.

7.3.7.6 Hinge shall be of Library Buckram or equivalent and most open with no strain on text block.

7.3.7.7 Boards shall be of high-quality acid-free binder board and must be of sufficient thickness to preclude sagging or warping due to moisture or use.

7.3.7.8 Cover material shall be hard-finish Hewitt vegetable tanned goat skin or equivalent.

7.3.7.9 Tooling shall be performed with twenty-three (23)-karat gold foil.

7.3.8 Book Title Stamping:

7.3.8.1 Title of book shall follow the same format/style or the original, if applicable. If any discrepancy is found,

Contractor shall notify the Department's Project Manager immediately. Any changes shall be reported and approved by the Department before any changes are made.

7.3.8.2 Title of book, if new, shall be the type of documents and the information included (date range, alpha range, etc.) The title shall be reported and approved by the Department before stamping.

7.3.8.3 Contractor shall label books and documents using permanent hot stamping to ensure long term easy access. (No written or typed labels).

7.3.9 Treatment Report Preparation:

Contractor shall prepare the Treatment Report as specified in Paragraph 7.8 (Reporting Requirements) for Departmental review and inspection.

7.4 MICROFILM HARDCOPY SCANNING PROCESSES

7.4.2 MICROFILM/HARDCOPY/BOOK SCANNING WORK REQUIREMENTS

7.4.2.1 The conversion of hardcopy, microfilm or books to scanned image service requirements are as follows:

7.4.2.1.1 Digital reproduction of records will include:

7.4.2.1.1.1 Capturing the front side of each document/certificate/amendment in grayscale. Baseline image enhancement and QC to assure that the raw images are artifact free.

7.4.2.1.1.2 Re-scanning and auto image enhancement based on the characteristics of the source document set.

7.4.2.1.1.3 Conversion of grayscale/color images to bitonal TIFF 6.0 using industry standard ITU G4 lossless compression.

7.4.2.1.1.4 Images shall conform to three hundred (300) DPI.

7.4.2.1.2 QC of each auto-enhanced image.

7.4.2.1.3 All photostat documents or negative images shall be converted to positive images.

7.4.2.1.4 Manual zonal enhancement wherever and whenever needed to meet the County's quality standard.

7.4.2.1.5 Manual crop pages for optimal image quality.

7.4.2.1.6 If there is more than one document on page, vendor shall separate each into a separate image/file, however if a single document is more than one page make it a multipage tiff.

7.4.2.1.7 Vendor should have the ability to scan one hundred (100) foot rolls of microfilm and/or one thousand (1000) foot platters of microfilm.

7.4.2.1.8 Contractor shall have the ability to convert a minimum of fifty thousand (50,000) images within fourteen (14) weeks.

7.4.2.1.9 Name/index each certificate with the document number certificate number, Book/Page # or LRN an image name.

7.4.2.1.10 Each vital record image should be named with the certificate number.

7.4.2.1.11 Real property documents should be named by book and page utilizing the letter of the type of book (which will be provided by the county) plus four digits for the book number and four digits for the page number. If more than one document is on the page each subsequent document shall be given an alpha to separate if from the other documents.

7.5 MICROFILM REPAIR AND DUPLICATION

At any time during this contract if the County's microfilm needs to be repaired or duplicated to achieve the best possible image the vendor will conduct those services.

7.5.2 SPECIFICATIONS FOR MICROFILM

7.5.2.1 Film Microfilm
- Sixteen (16) millimeter film
- two-hundred fifteen (215) foot roll.

7.5.2.2 Film Stock
- 2.5 Silver base.
- Polyester Type negative

7.5.2.3 Film Density
- Negative.
- (0.90 – D.M.) – (1.20 + D.M.).

7.5.2.4 Film Life Expectancy (archival quality)
- LE-500 rating.
- Residual thiosulfate.
- Prices to include browntoning and testing.

7.5.2.5 Reduction Ratio
- 25.1.

7.5.2.6 Images
- Comic mode (Across Film).
- Approx. four thousand (4,000) images per two-hundred fifteen (215) foot roll.

7.5.2.7 Image Quality

- Resolution.
- Image sharpness.
- Clarity of characters.
- Image complete, no portion of image omitted.

7.5.2.8 Image Mark

- Apply medium blip (1st Page) of each document.

7.5.2.9 Border

- None

7.5.2.10 Film Identification

- Identify the following on each roll of microfilm:
  - 1ST Page - Start
  - 2ND Page - Registrar- Recorder
    - County Clerk
    - Official Records
    - Vital Records (event, year and certificate number range)
  - Last Page – End

7.5.2.11 Film Packaging

- Contractor shall deliver completed microfilm in container that ensures the preservation of the quality of the product and complies with the standards set forth by ANSI and AIIM.
- All microfilm roll containers shall contain the following information:
  - Registrar-Recorder/County Clerk.
  - Type of Records/Year.
  - Identify the first and last document number on the roll of film.
  - Roll Number.
  - Creation Date.
  - Name and address of entity producing the roll of film.
  - Microfilm rolls that do not contain the required information on the label shall be returned to the Contractor for re-labeling.
  - When duplicates are provided, Contractor shall identify on the delivery package and billing sheet that the film is a duplicate copy.

7.6 SECURITY

7.6.2 Contractor shall be responsible for safeguarding any and all County property in transit to and from Contractor and while in Contractor's possession.

7.6.3 Contractor shall provide and pay the cost of insurance on all shipments to and from County.

7.6.4 Contractor shall develop Security and Control Procedures and shall submit them for Departmental review and approval within ten (10) days of Contract start date. Contractor's procedure shall identify methods used by Contractor to ensure that County property is safeguarded during transit and while in Contractor's possession. Contractor shall notify County Project Manager of any changes to the Security and Control Procedures and submit them for Departmental review and approval within ten (10) days of making changes

7.6.5 Contractor shall provide to County Project Manager Security and Control Procedures within ten (10) days of Contract start date.

7.7 CONFIDENTIAL PROTOCOLS

7.7.2 Contractor shall comply with Paragraph 7.6 (Confidentiality) in the body of the Contract and shall implement confidentiality, security and other related requirements of this SOW and elsewhere in the Contract and the following protocols to ensure all information contained in the index books and certificates are kept secure and confidential. County shall seek any remedies provided in this SOW and elsewhere in the Contract, including, but not limited to Paragraph 8.26 (Liquidated Damages) or termination of the Contract as provided in the Contract for Contractor's failure to comply with related confidentiality and security requirements.

7.7.3 Contractor, its employees or agents are prohibited from copying, recreating or duplicating any part of County records in its possession without the express written authorization from County.

7.7.4 Contractor shall not provide a third party with any information from Department materials including index books, certificates, images, paper without the express written authorization from County.

7.7.5 Contractor shall have each employee working on the Department materials sign the Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit F2) of Sample Contract (Appendix A) prior to working on Departmental materials, including index books, certificates, images, paper, etc.

7.8 REPORTING REQUIREMENTS

7.8.1 TREATMENT REPORT

All restoration and repair work for each record and index book will be documented on the Treatment Report sheet. The information recorded on the Treatment Report includes but is not limited to:

- Condition of the book upon receipt
- Number of pages, proper pagination, and blank pages
- Presence of pressure sensitive material
- Presence of previous repairs
- Presence of staples, paper clips, brads, etc.
- Presence of acidic glues
- Identity of certificates/records (manuscript, Photostat, originally typed, etc.)
- Notation of original lettering on spine and covers
- Loose pages or attachments
- Special characteristics
- Any other information pertinent to the identification of the index book or record.

7.8.2 QUARTERLY REPORTS

Contractor shall prepare quarterly reports that indicate the services rendered for the Department. This report shall be forwarded to the County's Project Manager by the tenth (10^{th}) working day of the following month for which the service was rendered. The report shall include but is not limited to:

7.8.2.1 Total numbers of materials separated by function i.e. books, certificates, images, and repairs processed and completed for each quarter. Quarter months are as follows:
- o July, August, September
- o October, November, December

- o January, February, March
- o April, May, June

7.8.2.2 Provide a breakdown on the level of deterioration of records and books restored/repaired.

7.8.2.3 Total number of images scanned.

7.8.2.4 Provide the total cost for the quarter.

8 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement and during the contract term.

9 PERFORMANCE REQUIREMENTS SUMMARY

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

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

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: **Prepared** _____

Returned by Contractor: _____

Action Completed: _____

Discrepancy Problems:

_____

_____

_____

_____

_____

_____ _____

Signature of County Representative Date

Contractor Response (Cause and Corrective Action):

_____

_____

_____

_____

_____

_____ _____

Signature of Contractor Representative Date

County Evaluation of Contractor Response:

_____

_____

_____

_____

County Actions:

_____

_____

_____

Contractor Notified of Action:

County Representative's Signature and Date: _____

Contractor Representative's Signature and Date: _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED OR ACTION TAKEN
Contract: Paragraph 4 (Term of Contract), Sub-Paragraph 4.3.	The Contractor must notify the Registrar Recorder/ County Clerk when this Contract is within six (6) months of the expiration of the term.	Occurrence.	$100 upon occurrence when Contract is within six (6) months of the expiration of the term.
Contract: Paragraph 5 (Contract Sum), Sub-Paragraph 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.	Occurrence and/or Inspection of files.	$500 upon occurrence.
Contract: Paragraph 5 (Contract Sum), Sub-Paragraph 5.5 (Invoices and Payments).	The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the applicable tasks, deliverables, goods, services, individuals, work hours, and facility and/or other work for which payment is claimed.	Occurrence.	$500 per occurrence.
Contract: Paragraph 7 - Administration of Contract-Contractor, Sub-Paragraph 7.2.1.	The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.	Occurrence.	$500 per occurrence.
Contract: Paragraph 7.2.1 - Administration of Contract-Contractor.	Contractor must notify the County in writing of any changes to information on Exhibit E (Contractor's Administration).	Inspection and Observation.	$500 per occurrence.

Contract: Paragraph 7.4.2 - Administration of Contract-Contractor.	Contractor must notify the County within one business day when staff is terminated from working under this Contract. If applicable, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.	Occurrence.	$500 per occurrence.
Contract: Paragraph 8.2, Sub-Paragraph 8.2.2 - Assignment and Delegation/ Mergers or Acquisitions.	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.	Occurrence.	$500 per occurrence.
Contract: Paragraph 8.2, Sub-Paragraph 8.2.2 - Assignment and Delegation/ Mergers or Acquisitions.	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.	Occurrence.	$500 per occurrence.
Contract: Paragraph 8.5, Sub-Paragraph 8.5.1.1 – Complaints.	Within ten (10) 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.	Occurrence.	$500 per occurrence.
Contract: Paragraph 8.5.1.3 - Administration of Contract-Contractor	If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within three (3)	Observation	$100 per day after three (3) days.

	business days for County approval.		
Contract: Paragraph 8.5.1.4 - Administration of Contract-Contractor	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.	Occurrence.	$500 per occurrence.
Contract: Paragraph 8.24.2.1 - Administration of Contract-Contractor	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.	Occurrence.	$100 per day after deadline (via County notification) for submission of Certificate.
Contract: Paragraph 8.24.2.2 - Administration of Contract-Contractor	Renewal Insurance 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.	Occurrence.	$100 per day after ten (10) days prior to contractor's policy expiration date.
Contract: Paragraph 8.24.4 - Administration of Contract-Contractor	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	Occurrence.	$100 per day after 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 or suspension or termination of Contract in sole discretion of the County.

	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.		
Contract: Paragraph 8.37 - Administration of Contract-Contractor	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.	Observation, Occurrence, and/or Inspection of Files.	$500 per day.
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	$500 per occurrence.
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	$500 per occurrence; possible termination for default of contract.
Contract: Paragraph 9.4 – Data Destruction	The County's books, microfilms, images, data, or paper records 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 of expiration or termination of the Contract, a signed document from Contractor(s) and Contractor(s) that certifies and	Inspection and Observation.	$250 per day after ten (10) business days of expiration; possible termination for default of the Contract.

	validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable. Contractor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.		
SOW: Sub-paragraph 3.4 - Periodic Meetings	Contractor is required to attend a scheduled periodic meeting.	Occurrence	$100 per occurrence
SOW: Sub-paragraph 3.5 - Contract Discrepancy Report	The County Contracts and Grants Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence.	Occurrence	$1,000 per occurrence.

SOW: Sub-paragraph 7.1.3 (General Requirements)	Contractor shall have sufficient capacity to handle up to fifty (50) index books and/or 30,000 certificates at a time.	Observation and Inspection	$1,000 per day.
SOW: Sub-paragraph 7.1.3 (General Requirements)	Contractor shall have capacity to handle or produce minimum of ten million (10.000,000) document images per year.	Observation and Inspection	$1,000 per occurrence
SOW: Sub-paragraph 7.1.5 (General Requirements)	Contractor shall return the completed refurbished index books and corresponding scanned images within twelve (12) weeks from the pick-up date.	Observation and Inspection	$1,000 per day.
SOW: Sub-paragraph 7.1.13 (General Requirements)	Contractor shall not conduct any alterations, changes or insertions of any new material in any record without written approval from the Department.	Observation and Inspection	$1,000 per occurrence.
SOW: Sub-paragraph 7.1.14 (General Requirements)	Contractor shall conduct quality control checks including a comparison to the Treatment Report as specified to verify page order.	Observation and Inspection	$1,000 per occurrence.
SOW: Sub-paragraph 7.1.16 (General Requirements)	Contractor shall retrieve information from any book, certificate, paper or microfilm in Contractor's possession to service the Department's customers. Upon request, Contractor shall transmit requested information and/or images from documents/ books to the Department within twenty-four (24) hours from request.	Observation and Inspection	$100 per occurrence

PRICING SCHEDULE

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.

Service	Price
Scanning	
Image from Microfilm	$ 0.050 / Image
Image from books	$ 0.540 / Image
Image from paper/certificate	$ 0.495 / Image
Additional Price Point: Image from Large Format	$ 1.56 / Image
Restoration	
10 x 10 book	$ 5.75 / Page
15 x 17 book	$ 6.95 / Page
18 x 14 book	$ 6.95 / Page
Certificates	$ 3.95 / Page
Microfilm	
100 ft roll repair	$ 7.95 / Roll
1000 ft roll repair	$ 64.50 / Roll
100 ft roll copy	$ 75.00 / Roll
1000 ft roll copy	$ 340.00 / Roll

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT:

CONTRACT NO:

COUNTY PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS AND GRANTS MANAGER:

Name:
Title
Address:

Telephone:
E-Mail Address:

COUNTY'S ADMINISTRATION

COUNTY CONTRACTS AND GRANTS ANALYST:

Name:
Title
Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS AND GRANTS MONITOR:

Name:
Address:

E-Mail Address:

INVOICE QUESTIONS

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

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

CONTRACTOR'S ADMINISTRATION

CONTRACT:

CONTRACT NO:

CONTRACTOR'S PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:
Title:
Address:

Telephone:
E-Mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name:
Title:
Address:

Telephone:
E-Mail Address:

Name:
Title:
Address:

Telephone:
E-Mail Address:

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Contactor will complete F1 (Contractor Acknowledgement and Confidentiality Agreement).

Contactor Employee will complete F2 (Contractor Employee Acknowledgement and Confidentiality Agreement).

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE 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 shall keep such information confidential.

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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: _____


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
21
FIRE STATION

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

BabySafeLA.org

ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?
The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?
After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:
You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org
English, Spanish and 140 other languages spoken.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

DEBARMENT CERTIFICATION

I, _____, on behalf of Kofile Technology Inc. ("Contractor"), certify that on County Contract #25-002 for Restoration, Repair, and Scanning of Microfilm, Records, and Index Books,

By checking the boxes, the contractor is certifying that it is not on the following lists below:

☐ Federal Suspended and Debarred Vendors List
https://www.sam.gov
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 #25-002 for Restoration, Repair, and Scanning of Microfilm, Records, and Index Books will have completed a background check as required under Paragraph 7.5 Background and Security Investigations of the 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 Los Angeles County ("County") for audit purposes, as requested by the County.
- Staff who have a history that would render them unsuitable for the position or work duties required (such as certain kinds of criminal activity or a history that has a direct or adverse relationship with specific work duties), as determined by the County in its sole discretion, may not perform services under this Master Agreement.
- No Staff shall perform services under this Contract if the Staff member is on active probation or parole.
- No Staff having access to 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.
- Contractor must monitor all Staff during the duration of the Contract, 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 investigation(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.

Contractor Name	
Contractor Address	
Name and Title	
Signature	
Date	

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025
BOARD MEETING DATE	6/17/2025
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Los Angeles County Regional Park and Open Space District (RPOSD)
SUBJECT	Approval of New Grants management system for the Los Angeles County Regional Park and Open Space District (RPOSD to replace and modernize the existing GMS.
PROGRAM	Not Applicable
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	Current contract expires 6/30/25 w/ month to month extensions until 3/31/26 at no additional cost and will allow time to complete a solicitation and new implemenation
COST & FUNDING	Total cost: $ / Funding source: Not Applicable TERMS (if applicable): Explanation: Not Applicable
PURPOSE OF REQUEST	The Legacy GMS has served RPOSD since 2018 but requires significant updates to meet current and future needs. The New GMS will streamline RPOSD's grant processes, improve evaluation capabilities, and support greater transparency and responsiveness in managing both Measure A and Proposition A grant programs.
BACKGROUND (include internal/external issues that may exist including any related motions)	Not Applicable
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mark Glassock, Regional Operations Manager – (626) 588-5304 Johanna Hernandez, Administrative Services Manager – (626) 588-5370

LOS ANGELES COUNTY
REGIONAL PARK AND
OPEN SPACE DISTRICT

1000 S. Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803
(626) 588-5060

RPOSD.LACounty.gov

June 17, 2025

The Honorable Board of Directors
Los Angeles County
Regional Park and Open Space District
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Directors:

APPROVAL OF CONTRACT FOR NEW GRANTS MANAGEMENT SYSTEM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of the recommended actions will allow the Los Angeles County Regional Park and Open Space District (RPOSD) to execute an agreement for the development and implementation of a new grants management system (New GMS) to replace and modernize the existing Grants Management System (Legacy GMS). The New GMS will streamline RPOSD's grantmaking processes, enhance transparency, improve evaluation, and support efficient, scalable management of Measure A and Proposition A grants.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.

2. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to execute and administer a contract (Attachment I) with REI Systems, Inc. over a five (5) years initial term; with an option of three (3) one (1) year and up to six (6) additional month-to-month extensions; for a total potential term of eight (8) years and six (6) months (Contract) for $1,520,872, which includes a contingency of 10%.

3. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to execute amendments, or change notices to the contract and to terminate the Contract, if necessary, in accordance with the Contract's termination provisions, including termination for convenience.

DRAFT

4. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to solicit and execute future technical services and technology solutions agreements related to grants management, to ensure no interruptions to RPOSD's grantmaking operations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to enable RPOSD to modernize and improve its Legacy GMS, supporting the agency's mission of grantmaking, accountability, and service to the public. RPOSD, as a California Special District governed by the Los Angeles County Board of Supervisors acting as RPOSD's governing body, is responsible for distributing grant funds to parks, recreational facilities, trails, and open spaces throughout the County. Since 1992, RPOSD has awarded over $1.7 billion in grants to a wide array of stakeholders, ensuring equitable access to funding for cities, County departments, state and local agencies, and community-based organizations. Measure A, passed by voters in 2016, provides RPOSD with a perpetual funding stream, generating approximately $117 million annually, which is essential for RPOSD's ongoing grantmaking and operational activities.

The Legacy GMS has served RPOSD since 2018 but requires significant updates to meet current and future needs. This contract, initially set to expire in December 2024, was extended by your Board in on November 6, 2024, through June 30, 2025, with optional month-to-month extensions until March 31, 2026, at no additional cost. The extension provided RPOSD with time to complete a solicitation and will allow for the implementation of the New GMS. This extension ensures continuity of grant operations while RPOSD transitions to a more robust, efficient, and scalable system.

The New GMS will streamline RPOSD's grant processes, improve evaluation capabilities, and support greater transparency and responsiveness in managing both Measure A and Proposition A grant programs. It will also serve as a critical tool for achieving RPOSD's strategic goals and its long-term commitment to equitable grant distribution across the County.

The recommended delegation of authority will ensure RPOSD's ability to secure additional technology and technical services directly supporting the implementation, enhancement, and continued performance of the grant making system technology. Allowing for seamless and efficient delivery of these system is a crucial component of the grantmaking duties carried out by RPOSD. The entities that rely upon RPOSD funding for park projects utilize these systems for project approvals, budgeting, reimbursement, and compliance. The future need for additional technology and technical services may include systems integration, data analytics, mapping tools, training platforms, or other services required to fully realize the goals of a modernized, responsive, and efficient grantmaking operation.

CONTRACTING PROCESS

On August 22, 2024, RPOSD released a Request for Proposals (RFP), inviting qualified proposers to submit bids for the development and implementation of the New GMS. RPOSD received nine proposals. Following an initial review, five proposals were determined to meet the RFP's mandatory minimum requirements and proceeded to further evaluation. Four proposals were deemed unresponsive and were disqualified.

Based on the evaluation of the proposals, it is recommended that the Contract for the development and implementation of a New GMS be awarded to the highest-rated, most responsive, and responsible proposer as recommended. Therefore, RPOSD seeks authority to award the Contract to REI Systems, Inc. for $1,520,872, which includes a contingency of 10%.

Awarding this agreement will allow for an overlap with the Legacy GMS vendor, ensuring that the New GMS is developed, data is migrated, staff are trained, online applications and forms are prepared, and users are educated before the system goes live.

Implementation of Strategic Plan Goals

The recommended actions align with the following strategic goals of the County's Strategic Plan, specifically: North Star 2 – Foster Vibrant and Resilient Communities; Focus Area D – Sustainability, and North Star 3 – Realize Tomorrow's Government Today, Focus Area D – Streamlined and Equitable Contracting and Procurement, Strategy ii Modernize Contracting and Procurement.

FISCAL IMPACT/FINANCING

Sufficient appropriation, in the amount of $1,520,872, is budgeted in the RPOSD Available Excess Fund as funded by the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure (Measure A) and the Safe Neighborhood Park, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection Measures of 1992 and 1996 (Proposition A).

The recommendation action will not result in any impact to Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

RPOSD is authorized to enter into agreements and/or contracts for goods and/or services pursuant to State of California Public Resources Code Section 5543, subject to delegated authority by your Board.

Pursuant to the Change Notices and Amendments section of the Agreement, the Agreement may be amended by further written agreements between the parties.

The recommended actions have been reviewed and approved by County Counsel as to form. In compliance with Board Policy 6.020, the Office of the Chief Information Officer (OCIO) reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the Contract for a New GMS is not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed action to approve the Contract is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Contract will address the pressing need for a New GMS to modernize and increase efficiency and effectiveness of RPOSD's operations and streamline delivery of grant-funded projects and programs. No interruption to RPOSD's grantmaking will result because of this contract award.

CONCLUSION

Upon your approval of the recommended actions, the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District will proceed to execute the Contract.

Please instruct the Executive Officer-Clerk of the Board to return one adopted copy of this action to the Regional Park and Open Space District.

For any questions on this board letter, please contact Mark Glassock at mglassock@rposd.lacounty.gov or (626) 588-5031, or Johanna Hernandez at (626) 588-5370 or bll@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González
Director

Reviewed By:

Peter Loo
Chief Information Officer

NEGG:CA:MG:mrt

Attachments

c: Chief Executive Office

HOA.105172439.2

DRAFT

County Counsel
Executive Office, Board of Supervisors

DRAFT

Chief Information Office

Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

DRAFT

BOARD AGENDA DATE:
6/17/2025

SUBJECT: SUBJECT:

CONTRACT FOR NEW GRANTS MANAGEMENT SYSTEM

CONTRACT TYPE:

☒ New Contract ☐ Sole Source ☐ Amendment to Contract #:

SUMMARY:

The Los Angeles County Regional Park and Open Space District (RPOSD) is requesting delegated authority to execute a competitively solicited contract with REI Systems, Inc. for a five year initial term with an option of three one year and up to six additional month-to-month extensions for a potential term of eight years and six months for provisioning, hosting, and support for GovGrants, a cloud-hosted, Software-as-a-Service (SaaS), comprehensive Grants Management Solution (GMS). The RPOSD is further requesting authorization to amend certain terms and conditions, make changes to the Contract statement of work, and if necessary, terminate for convenience. Finally, the RPOSD is requesting delegated authority to solicit and execute future technical services and technology solutions agreements related to grants management to ensure no interruptions to RPOSD's grantmaking operations.

The proposed solution will replace the RPOSD's legacy GMS, WebGrants, implemented in 2018, by Dulles Technology Partners, Inc. The current legacy system lacks automated workflows, has minimal reporting capabilities, no integrations with esri and eCaps, and doesn't have analytics/dashboards. The new GMS offers a task-based system that incorporates grants management best practices with automated workflows and notifications, and a highly configurable approval engine that improves efficiency and accountability and increases compliance. Automated data population and application review processes improves productivity and comprehensive business intelligence, reporting, and dashboard capability enhances grant tracking and overall program performance. The cost proposal includes integrations with SAM.gov, eCaps, Active Directory, RPOSD Data Warehouse, esri LA Parks portal, Digital Signature and O365.

***Contract Amount*: $1,520,872** The requested authorization to increase the maximum Contract by 10 percent is exercised.

FINANCIAL ANALYSIS:

Contract costs:

One-Time Costs:		
Implementation Services	$	381,500[1]
Subtotal One-Time Costs:	**$**	**381,500**
Ongoing Annual Costs:		
Year 1-3 SaaS Licensing Fees	$	337,611[2]
Year 4 SaaS Licensing Fees	$	115,004.50[3]
Year 5 SaaS Licensing Fees	$	117,518.25[4]
Subtotal Ongoing Costs:	**$**	**570,133.75**
Optional Costs:		
Year 6 SaaS Licensing Fees	$	120,102.75[5]
Year 7 SaaS Licensing Fees	$	122,734.75[6]
Year 8 SaaS Licensing Fees	$	125,426.50[7]
Month-to-month SaaS Licensing Fees	$	62,713.25[8]
Subtotal Optional Costs:	**$**	**430,977.25**
Total – Contract Sum	**$**	**1,382,611**
10% Contingency	**$**	**138,261**[9]
Total – Maximum Contract Sum	**$**	**1,520,872**

Notes:

[1] Provide and implement a fully managed solution that includes all software, training and technical assistance

[2]Includes 25 internal users @$1762.60 each, 1200 external users @ $54.56 each, & $3000 hosting

[3]Includes 25 internal users @$1802.26 each, 1200 external users @ $55.79 each, & $3000 hosting

[4]Includes 25 internal users @$1842.81 each, 1200 external users @ $57.04 each, & $3000 hosting

[5]Includes 25 internal users @$1884.27 each, 1200 external users @ $58.33 each, & $3000 hosting

[6]Includes 25 internal users @$1926.67 each, 1200 external users @ $59.64 each, & $3000 hosting

[7]Includes 25 internal users @$1884.27 each, 1200 external users @ $58.33 each, & $3000 hosting

[8]Includes 25 internal users @$985.01 each, 1200 external users @ $30.49 each, & $1500 hosting

[9]10% contingency for unanticipated increases in work or special projects

For hourly services outside the scope of the RFP for a Project Manager, Business Analyst, Developer, etc., see Exhibit B, page 8.

Risks:

1. **Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, and to represent the needs of the RPOSD business users. The project executive sponsor is Park's Director, Norma E. Garcia-Gonzalez (also RPOSD's Director), and Christina Angeles, District Administrator, RPOSD. The Project Manager will be Mark Glassock, Assistant District Administrator, RPOSD.

2. **Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract has provisions to ensure acceptable contractor performance and correction of deficiencies. These include termination for convenience, default, improper consideration, insolvency, and non-adherence of County lobbyist ordinance; and a Service Level Agreement that guarantees service availability, performance, and responsiveness.

3. **Information Security Review** – The information technology security risk was analyzed by RPOSD'S Information Security Officer and the Interim County Information Security Officer. The project was assessed as low risk due to the GMS being hosted in a secure FedRAMP-authorized cloud environment in the US. The information collected does not include PII, PHI, or other sensitive or regulated data, Data classification, SSN, Banking Accounts, or Health Conditions. Data collected are publicly available Org Tax ID, Org Business Name, Org Address, Org Phone. It is recommended that RPOSD request SOC 2 Type II reports annually to ensure ongoing compliance. Also, the proposed contract includes Technology Professional Liability Errors & Omissions Insurance starting at $10 million and Cyber security insurance of $2 million per occurrence, further reducing risk.

4. **Contract Risks** – County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:

_____ _____

STEPHANIE TODD, DEPUTY CHIEF INFORMATION OFFICER — DATE

APPROVED:

_____ _____

PETER LOO, CHIEF INFORMATION OFFICER — DATE



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
REGIONAL PARK AND OPEN SPACE DISTRICT

AND

REI SYSTEMS, INC.

FOR THE DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF A NEW GRANTS MANAGEMENT SYSTEM

2025

SAMPLE CONTRACT PROVISIONS

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B Pricing Schedule

C Contractor's Proposed Schedule

D RPOSD's Administration

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F Form(s) Required at the Time of Contract Execution

- **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

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- **H3** Notary Statement for Assignment and Transfer of Copyright

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
REI SYSTEMS, INC.
FOR THE DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF A NEW GRANTS MANAGEMENT SYSTEM

This Contract ("Contract") made and entered into on Click or tap here to enter text. by and between the County of Los Angeles, Regional Park and Open Space District, hereinafter referred to as "RPOSD" and REI SYSTEMS, INC., hereinafter referred to as "Contractor" for the Development, Implementation, and Maintenance of a new Grants Management System.

RECITALS

WHEREAS, RPOSD may contract with private businesses for the Development, Implementation, and Maintenance of a New Grants Management System when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing solutions that disburse and manage grants by creating the advanced analytics and data visualization platforms that provide open data initiatives, and solutions that are crucial to making government more effective, efficient, and transparent; and

WHEREAS, RPOSD has authority to contract for services under California Public Resources Code section 5543; and

WHEREAS, the Board of Directors, acting as the governing body of RPOSD, approved this contract through action taken on _____.

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 K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
Exhibit I	Intentionally Omitted
Exhibit J	Charitable Contributions Certification
Exhibit K	Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Board of Supervisors (Board)**: Acting as the governing body, Board of Directors, of RPOSD.

2.1.2 **Contract**: This agreement executed between RPOSD 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.

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

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

2.1.5 **County:** The County of Los Angeles.

2.1.6 **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/.

2.1.7 **Day(s)**: Calendar Day(s) unless otherwise specified.

2.1.8 **Director:** Director of the Los Angeles County Department of Parks and Recreation in her capacity as Director of RPOSD.

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

2.1.10 **Legacy GMS**: RPOSD's existing online Grants Management System, a Commercial Off-the-Shelf system that is customizable per RPOSD's requirements and used exclusively for the management of all grant funding opportunities.

2.1.11 **New GMS**: The development and implementation of a new system to replace and modernize the existing online Legacy GMS.

2.1.12 **RPOSD:** The County of Los Angeles, Regional Park and Open Space District.

2.1.13 **RPOSD's Technical Lead**: Person who understands the current architecture of RPOSD's Legacy GMS and can aid in coordinating integration(s) development activities with other RPOSD or County applications.

2.1.14 **RPOSD's Project Manager**: Person designated by RPOSD's Project Director to manage the operations under this Contract.

2.1.15 **RPOSD'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.

2.1.16 **RPOSD's Project Director**: Person designated by RPOSD with authority for RPOSD on contractual or administrative matters relating to this Contract that cannot be resolved by RPOSD's Project Manager.

2.1.17 **Statement of Work**: A written description of the work to be performed by Contractor to meet the needs of RPOSD, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

2.1.18 **Subcontract**: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.19 **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 RPOSD.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be five (5) years commencing upon execution by all parties, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 RPOSD will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and up to six (6) additional month-to-month for a maximum total Contract term of eight (8) years and six (6) months. Each such

extension option may be exercised at the sole discretion of the Director, or their designee as authorized by the Board.

4.3 RPOSD maintains a database to track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether RPOSD will exercise a contract term extension option.

4.4 The Contractor must notify RPOSD 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 RPOSD at the address herein provided in Exhibit D (RPOSD's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The contract sum under the terms of this Contract shall be the total monetary amount payable by RPOSD to the Contractor for all the tasks, deliverables, goods, and services and other work specified under this Contract. Contractor will provide services at rates identified in Exhibit B (Pricing Schedule).

RPOSD may request additional services as contingency up to 10% of the contract, as approved by the Board. Work under the contingency portion of the budget must be expressly authorized by RPOSD in advance of services performed. RPOSD does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the RPOSD; nor does RPOSD warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 RPOSD'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 RPOSD at the address herein provided in Exhibit D (RPOSD's Administration).

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

The Contractor will have no claim against RPOSD 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 RPOSD and must immediately repay all such funds to RPOSD. Payment by RPOSD for services rendered after expiration-termination of this Contract will not constitute a waiver of RPOSD's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice RPOSD 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 RPOSD 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 RPOSD. If RPOSD 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 RPOSD by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Contract must be submitted in two (2) copies and sent to:

County of Los Angeles
Regional Park and Open Space District,

RE: The Development, Implementation, and Maintenance
of a New Grants Management System - 2025

via email at: info@rposd.lacounty.gov

5.5.5 **RPOSD Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of RPOSD's Project Manager prior to any payment thereof. In no event will RPOSD 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 RPOSD. 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 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

5.6.2 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.

5.6.3 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.

5.6.4 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 RPOSD, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - RPOSD

6.1 RPOSD's Administration

A listing of all RPOSD Administration referenced in the following subparagraphs are designated in Exhibit D (RPOSD's Administration). RPOSD will notify the Contractor in writing of any changes as they occur.

6.2 RPOSD's Project Director

The role of the RPOSD'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 the requirements of this Contract be relieved, excused or limited thereby.

6.3 RPOSD's Project Manager

The role of the RPOSD'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 RPOSD'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 RPOSD in any respect whatsoever.

6.4 RPOSD's Project Monitor

The role of the RPOSD'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 the requirements of this Contract be relieved, excused or limited thereby. RPOSD's Project Monitor reports to RPOSD'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 RPOSD 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 RPOSD 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 RPOSD's Project Manager and RPOSD's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

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

7.5.2 RPOSD, 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 RPOSD or whose background or conduct is incompatible with RPOSD facility access.

7.5.3 These terms will also apply to subcontractors of RPOSD contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County and RPOSD, 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 RPOSD 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 RPOSD. Notwithstanding the preceding sentence, RPOSD 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 RPOSD with a full and adequate defense, as determined by RPOSD in its sole judgment, RPOSD 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 RPOSD 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 RPOSD without RPOSD's prior written approval.

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

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract 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 Director or their designee.

8.1.2 The Board or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. RPOSD reserves the right to add and/or change such provisions as required by the Board. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify RPOSD of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying RPOSD of pending acquisitions/mergers, then it should notify RPOSD of the actual acquisitions/mergers as soon as the law allows and provide to RPOSD the legal framework that restricted it from notifying RPOSD 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 RPOSD, 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, RPOSD consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by RPOSD to any approved delegate or assignee on any claim under this Contract will be deductible, at RPOSD's sole discretion, against the claims, which the Contractor may have against RPOSD.

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 RPOSD'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, RPOSD 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 Complaints

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

8.4.1 Complaint Procedures

- Within ten (10) business days after the Contract effective date, the Contractor must provide RPOSD with the Contractor's procedures for receiving, investigating, and responding to user complaints.
- RPOSD will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If RPOSD requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for RPOSD approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to RPOSD for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify RPOSD's Project Manager of the status of the investigation within five (5) business days 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 RPOSD's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 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.

8.5.2 Contractor must indemnify, defend, and hold harmless RPOSD, 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 RPOSD 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 RPOSD. Notwithstanding the preceding sentence, RPOSD 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 RPOSD with a full and adequate defense, as determined by RPOSD in its sole judgment, RPOSD will be entitled to retain its own counsel, including, without limitation, RPOSD Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by RPOSD 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 RPOSD without RPOSD's prior written approval.

8.6 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 RPOSD:

8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

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

8.6.4 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.

8.7 Compliance with the County's Jury Service Program – If Applicable

8.7.1 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.

8.7.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to RPOSD's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy

may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the RPOSD or a subcontract with a RPOSD 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 RPOSD, 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 RPOSD 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 RPOSD 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. RPOSD may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the RPOSD'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, RPOSD may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future RPOSD contracts for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

8.8.1 No RPOSD employee whose position with RPOSD 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 RPOSD's approval or ongoing evaluation of such work.

8.8.2 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.

8.9 Consideration of Hiring County or RPOSD Employees Targeted for Layoffs or are on a County Re-Employment List – If Applicable

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 or RPOSD employees who are targeted for layoff or qualified, former County or RPOSD employees who are on a re-employment list during the life of this Contract.

8.10 Consideration of Hiring GAIN/START Participants – If Applicable

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is RPOSD's policy to conduct business only with responsible contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if RPOSD acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, RPOSD 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 and RPOSD 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 or RPOSD.

8.11.3 Non-responsible Contractor

RPOSD 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, RPOSD, 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, RPOSD, 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, RPOSD, or any other public entity.

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, RPOSD 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 RPOSD 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. RPOSD 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 RPOSD.
- 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.

8.11.5 **Subcontractors of Contractor**

These terms will also apply to subcontractors of RPOSD contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law – If Applicable

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, including RPOSD contractors, to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program - If Applicable

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting 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).

8.14 County's Quality Assurance Plan

RPOSD 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 RPOSD 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 RPOSD and the Contractor. If improvement does not occur consistent with the corrective action measures, RPOSD may terminate this Contract or impose other penalties as specified in this Contract.

8.15 Damage to County or RPOSD Facilities, Buildings or Grounds – If Applicable

8.15.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County or RPOSD 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.

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

8.16 Employment Eligibility Verification

8.16.1 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.

8.16.2 The Contractor must indemnify, defend, and hold harmless, the County and RPOSD, their 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.

8.17 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.

RPOSD 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.

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.20 Governing Law, Jurisdiction, and Venue

This 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.

8.21 Independent Contractor Status

8.21.1 This Contract is by and between RPOSD 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 RPOSD 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.

8.21.2 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. RPOSD 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.

8.21.3 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.

8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

The Contractor must indemnify, defend and hold harmless the County and RPOSD, their Special Districts, elected and appointed officers, employees, agents and volunteers (RPOSD 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 RPOSD indemnitees.

8.23 General Provisions for all Insurance Coverage

8.23.1 Without limiting Contractor's indemnification of County and RPOSD, 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. RPOSD 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.

8.23.2 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to RPOSD, and a copy of an Additional Insured endorsement confirming RPOSD, and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to RPOSD at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to RPOSD not less than ten (10) days prior to Contractor's policy expiration dates. RPOSD 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 RPOSD'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
Regional Park and Open Space District,
Administration Section
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

RE: The Development, Implementation, and Maintenance
of a New Grants Management System - 2025

And/or via email at: info@rposd.lacounty.gov

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

8.23.3 **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.

8.23.4 **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.

8.23.5 **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 RPOSD immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. RPOSD, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, RPOSD may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.6 **Insurer Financial Ratings**

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

8.23.7 **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 RPOSD maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.23.8 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against RPOSD 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.

8.23.9 **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.

8.23.10 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate RPOSD to pay any portion of any Contractor deductible or SIR. RPOSD retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects RPOSD, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must

be executed by a corporate surety licensed to transact business in the State of California.

8.23.11 **Claims Made Coverage**

If any part of the Required Insurance is written on a claim 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.

8.23.12 **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.

8.23.13 **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.

8.23.14 **Alternative Risk Financing Programs**

RPOSD 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. RPOSD and its Agents must be designated as an Additional Covered Party under any approved program.

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

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

8.24 Insurance Coverage

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

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

8.24.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1

million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming RPOSD 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.

8.24.4 **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.

- **Cyber Liability Insurance**

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

8.25 Liquidated Damages

8.25.1 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.

8.25.2 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 Five Hundred Dollars ($500) 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 RPOSD for liquidated damages in said amount. Said amount will be deducted from RPOSD's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, RPOSD may correct any and all deficiencies and the total costs incurred by RPOSD for completion of the work by an alternate source, whether it be RPOSD forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from RPOSD, as determined by RPOSD.

8.25.3 The action noted in Paragraph 8.25.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover RPOSD cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 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 8.25.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 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 RPOSD.

8.27 Nondiscrimination and Affirmative Action

8.27.1 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.

8.27.2 Contractor certifies to RPOSD 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.

8.27.3 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.

8.27.4 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.

8.27.5 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.

8.27.6 The Contractor will allow RPOSD representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.27.7 If RPOSD finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which RPOSD 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 RPOSD that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 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.

8.28 Non-Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this 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.

8.30 Notice of Disputes

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

8.31 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.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.33 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 (RPOSD'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 RPOSD under this Contract.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and RPOSD 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.

8.35 Public Records Act

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the RPOSD'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 RPOSD. 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". RPOSD will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event RPOSD 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 RPOSD from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

8.36.1 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, RPOSD 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 RPOSD without the prior written consent of the RPOSD's Project Director.

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

8.37 Record Retention and Inspection-Audit Settlement

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

8.37.2 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, RPOSD will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.37.3 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 RPOSD may terminate or suspend this Contract.

8.37.4 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 RPOSD conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that RPOSD's dollar liability for any such work is less than payments made by RPOSD to the Contractor, then the difference must be either: a) repaid by the Contractor to RPOSD 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 RPOSD, whether under this Contract or otherwise. If such audit finds that RPOSD's dollar liability for such work is more than the payments made by RPOSD to the Contractor, then the difference will be paid to the Contractor by RPOSD by cash payment, provided that in no event will RPOSD's maximum obligation for this Contract exceed the funds appropriated by RPOSD for the purpose of this Contract.

8.38 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.

8.39 Subcontracting

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

8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at RPOSD'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 RPOSD.

8.39.3 The Contractor must indemnify, defend, and hold RPOSD 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.

8.39.4 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 RPOSD's approval of the Contractor's proposed subcontract.

8.39.5 RPOSD's consent to subcontract will not waive RPOSD'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 RPOSD right.

8.39.6 RPOSD's Project Director is authorized to act for and on behalf of RPOSD with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by RPOSD, Contractor must forward a fully executed subcontract to RPOSD for their files.

8.39.7 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 RPOSD's consent to subcontract.

8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by RPOSD 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
Regional Park and Open Space District,

RE: The Development, Implementation, and Maintenance
of a New Grants Management System Contract - 2025

Via email at: info@rposd.lacounty.gov

8.40 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 8.13 (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 RPOSD 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 RPOSD may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by RPOSD, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected 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 six (6) months after the notice is sent.

8.41.2 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.

8.41.3 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 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

8.42.1 RPOSD may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of RPOSD'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 RPOSD may authorize in writing) after receipt of written notice from RPOSD specifying such failure.

8.42.2 In the event that RPOSD terminates this Contract in whole or in part as provided in Paragraph 8.42.1, RPOSD may procure, upon such terms and in such manner as RPOSD may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to RPOSD for any and all excess costs incurred by RPOSD, as determined by RPOSD, 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.

8.42.3 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 8.42.2 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 RPOSD 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.

8.42.4 If, after RPOSD has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by RPOSD that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of RPOSD provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

8.43.1 RPOSD 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 or RPOSD 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, RPOSD will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor must immediately report any attempt by a County or RPOSD 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/.

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

8.44 Termination for Insolvency

8.44.1 RPOSD 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; or
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; or
- 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.

8.44.2 The rights and remedies of RPOSD provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

If applicable, 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 RPOSD may in its sole discretion, immediately terminate or suspend this Contract.

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 will not be affected thereby.

8.47 Waiver

No waiver by RPOSD of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of RPOSD 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 8.47 will 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, RPOSD 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.

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

If applicable, 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.

8.50 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 8.49 "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 RPOSD under any other provision of this contract, failure of Contractor to cure such default within sixty (60) days of notice will be grounds upon which RPOSD may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.51 Time Off for Voting – If Applicable

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.

8.52 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, RPOSD will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. RPOSD 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.

8.53 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, RPOSD may, in its sole discretion, terminate the Contract.

8.54 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 RPOSD 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 RPOSD'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.

8.55 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 an RPOSD 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 an RPOSD solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of RPOSD. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in an RPOSD solicitation or the termination or cancellation of any resultant RPOSD contract.

8.56 Injury and Illness Prevention Program

If applicable, 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.

8.57 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 RPOSD.

9.0 Unique Terms and Conditions

9.1 Ownership of Materials, Software and Copyright

9.1.1 RPOSD 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 RPOSD 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.

9.1.2 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. RPOSD 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.

9.1.3 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 RPOSD'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.

9.1.4 RPOSD will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. RPOSD 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.

9.1.5 Notwithstanding any other provision of this Contract, RPOSD will not be obligated to the Contractor in any way under subparagraph 9.1.4 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 9.1.3 or for any disclosure which RPOSD is required to make under any state or federal law or order of court.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 The Contractor must indemnify, hold harmless and defend County and RPOSD 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. RPOSD 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.

9.2.2 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 RPOSD'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 RPOSD's continued use of the system is not materially impeded, must either:

- Procure for RPOSD 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.

9.2.3 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.

9.3 Data Destruction

Contractor(s) that have maintained, processed, or stored RPOSD data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. RPOSD 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 RPOSD 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. Contractor(s) must provide RPOSD with written certification, **within ten (10) business days** of removal of any electronic storage equipment and devices that validates that any and all RPOSD data was destroyed and is unusable, unreadable, and/or indecipherable.

9.4 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete **Exhibit J (Charitable Contributions Certification)**, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 Local Small Business Enterprise (LSBE) Preference Program – If Applicable

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

9.5.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.5.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a county official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.5.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having

withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to RPOSD any difference between the contract amount and what RPOSD's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than **ten (10) percent of the amount of the contract**; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.6 Social Enterprise (SE) Preference Program – If Applicable

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.6.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

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

- Pay to RPOSD any difference between the contract amount and what RPOSD's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Disabled Veteran Business Enterprise (DVBE) Preference Program – If Applicable

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a county official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

- Pay to RPOSD any difference between the contract amount and what the RPOSD's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Compliance with County's Women in Technology Hiring Initiative

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

10.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.5	Compliance with Applicable Law
Paragraph 8.18	Fair Labor Standards
Paragraph 8.19	Force Majeure
Paragraph 8.20	Governing Law, Jurisdiction, and Venue
Paragraph 8.22	Indemnification
Paragraph 8.23	General Provisions for all Insurance Coverage

Paragraph 8.24	Insurance Coverage
Paragraph 8.25	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.46	Validity
Paragraph 8.47	Waiver
Paragraph 8.55	Prohibition from Participation in Future Solicitation
Paragraph 8.57	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Ownership of Materials, Software and Copyright
Paragraph 9.2	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 RPOSD, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

REI SYSTEMS, INC.

By _____
Kevin M. White

_____
Senior Director of Contracts

REGIONAL PARK AND OPEN SPACE DISTRICT

_____
Norma E. García-González, Director/
Christina Angeles, District Administrator

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____Principal Deputy County Counsel

Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
1	Contractor	Security	The contractor must implement a comprehensive security incident management process that includes immediate notification to RPOSD within 24 hours for any actual or suspected cyber-attacks or security breaches. This process must include detailed incident reports, root cause analysis, and corrective actions to prevent future incidents.	Required	**Fit**	GovGrants is built upon a proven Cloud, Software as a Service (SaaS) platform (Salesforce) that provides extensive security and incident management capabilities. GovGrants provides access to a formal Incident Management Process that guides the Computer Security Incident Response Team (CSIRT) in investigation, management, communication, and resolution activities. Customers are notified promptly (less than 24 hours) in the event of any security breach of the Services resulting in an actual or reasonably suspected unauthorized disclosure of customer data. Notifications may include phone contact by Support teams, email to the customer's administrator and Security Contact (if submitted by the customer), and public posting on trust.salesforce.com. Regular updates are provided to engaged parties until the issue is resolved. Incident reports, root cause analysis, and resolution/corrective actions are documented and communicated to the GovGrants customers.
2	Contractor	System Maintenance and Support	The contractor must provide a robust issue and bug tracking system that logs and tracks all system issues and bugs from identification to resolution. This system should prioritize issues based on severity, assign tasks to appropriate personnel, and provide real-time status updates to RPOSD. It should also generate regular reports on issue resolution performance.	Optional	**Fit**	REI's GovGrants Customer Success Team (CST) provides comprehensive Tier II support and utilizes Zendesk as its helpdesk software to manage issues/bugs and any reported change requests. Zendesk automatically emails the CST with all necessary details, including URLs, screenshots, user details, etc. It provides industry-leading issues/ticket lifecycle management capabilities, including setting severity, priority, assignment, escalations, and any business rules to track tickets from identification to closure in real time. REI's CST provides periodic reports to customers that summarize ticket counts, resolution times, and key issues noted during the reporting period.
3	Contractor	System Maintenance and Support	The contractor must be able to monitor networks to notify customers of any issues that may impact availability / latency issues through load balancing across all instances, monitoring the specific performance of each instance on a 24 / 7 basis, and taking proactive measures in the data center to ensure optimal performance of each instance.	Required	**Fit**	GovGrants is natively deployed on the Salesforce platform, which supports millions of users without degradation in performance. Our platform makes all commercially reasonable efforts to provide 7 x 24 x 365 availability and the lowest screen latency possible, except for specific upgrade and maintenance windows. The system has demonstrated a 99.9%+ uptime record for many years. The status of data centers is publicly available here: https://status.salesforce.com/status

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is subject to the restriction on the title page of this proposal.

Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						Millions of users use the underlying platform, and it accommodates advanced notifications for all planned outages and system downtime. RPSOD's administrators will be informed of all planned outages well in advance (more than 15 days) and the upcoming changes. The system also supports load balancing and redundancy. The Load Balancer is a sophisticated infrastructure component that evaluates the load on every server in the data center in real-time and routes the request to the server with underutilized CPU consumption.
4	Contractor	Training and User Support	The contractor must provide a comprehensive support system that includes a user-friendly ticketing system for users to submit, track, and manage support requests. The support system should include automated ticket assignments, escalation procedures, and detailed reporting on support ticket resolution metrics.	Required	**Fit**	REI provides comprehensive user and issue support through Zendesk. Zendesk has an easy-to-use, intuitive user interface that allows users to log tickets through a form or via. email. The system automatically emails the REI CST all necessary details that generate a ticket, including URLs, screenshots, user details, etc. All assignments, mitigating actions, notes, escalations, etc., are recorded in the ticket so users can view and track their support requests to resolution. Zendesk provides industry-leading issues/ticket lifecycle management capabilities, including setting severity, priority, assignment, escalations, and business rules to successfully track tickets from identification to closure. In addition, GovGrants leverages Zendesk knowledge base capabilities that allow for a self-service portal, where resources are categorized by solution, making it easy for customers to navigate to the GovGrants section or RPSOD policy they have questions about. REI's CST provides periodic reports to customers that summarize ticket counts, resolution times, and key issues noted during the reporting period.
5	Contractor	Training and User Support	The system must include a feedback mechanism for users to report issues, suggest improvements, and provide general feedback, with responses tracked.	Optional	**Fit**	Please see the response to requirement 4 above. REI utilizes Zendesk for reporting / recording of all user feedback, tickets, suggestions etc. Users can choose the appropriate category of the issue or feedback, and the system automatically routes the information to the right support team based on pre-defined assignment rules.
6	Functional	Awarding	The system must allow grantor users to seamlessly convert a selected application into an award, with all relevant details automatically populated. This functionality should include audit trails to track changes and ensure compliance.	Required	**Fit**	GovGrants automatically cascades fundamental data fields from earlier phases in the grants process to later phases where needed (e.g., applicant data from the application is brought over and prepopulated into the Grants-making and monitoring phases). Data is automatically carried forward from one phase (e.g., application) to another (e.g., award). GovGrants tracks all activity in the system and offers deep audit trails. Every business record in GovGrants has a "History" section. This section displays all the record-level

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Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						details, approval steps, and field history changes. For example, on a Grant Award record page, RPOSD users will have access to all the related transaction history, including: – Who created the record and when; – Who modified the record and when; – What changes were made to the record using field-level history (the different values of that field at different points in time during the approval process); – What approval steps have been taken, who approved the changes, and when such actions were taken Further, GovGrants supports maintaining different versions of a contract award as amendments are processed within the system. This allows a user to easily access the previous version of the contract, including funding amount, budget, performance period, scope, terms and conditions, etc.
7	Functional	Awarding	The system must be able to support the grantor users to configure grant start / end dates of a grant upon award for edits / updates.	Required	**Fit**	The GovGrants Announcement module allows RPOSD staff to capture and define key grant attributes such as grant start and end dates, application due dates, grant contacts (e.g., grant manager), allowed budget codes, and more. Capturing this information allows the system to control the downstream process behavior (e.g., preventing application submission after the due date) and automatically populate the data fields in the downstream processes (e.g., application, grant award setup) from the announcement, such as grant award start/end dates, etc. Once a grant contract is set and executed through an initial award, the system allows it to be amended through various types of amendments, such as extensions, scope of work changes, funding changes, budget revisions, and more. RPOSD staff can use the amendment process to update a grant's start/end dates.
8	Functional	Awarding	The system must provide security controls that are able to restrict grantor users for appropriate segregation of duties e.g. grant application cannot be reviewed and approved by the same user.	Required	**Fit**	GovGrants allows RPOSD staff to set up application review steps for each grant program. The system enables the designated user for the grant to route applications submitted for the grant program through the review steps (e.g., pre-screen, SME review) and assign reviewers to each application within each review step. The reviewers assigned to an application can complete the reviews. As part of a review, a reviewer can complete a review form by answering a set of program-specific review questions, providing scores, and making an overall recommendation. Once an application has been reviewed through various review steps, the system allows the

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Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						application to be selected for funding by a designated user within the system and approved for funding by another set of users within the grantor organization through a Funding Decision Module (or FDM).
9	Functional	Contract Management	The system must allow grantors to add new contract lines to a grant contract, manage contract amendments, and support contract amendment workflow.	Required	**Fit**	GovGrants has an Amendments module allowing users to amend grant awards. In addition, the system allows both grantee and RPOSD users to initiate Amendment Requests. All Amendment requests require approval from RPOSD staff. RPOSD can set the number of approval steps and the approver for each step. GovGrants supports several types of amendments, such as "budget redirection," "funding change," "scope of work change," "terms & conditions change," "budget period change," "carryforward," "periodic renewal," and "key personnel change."
10	Functional	Contract Management	The system must allow both grantor and grantee users to upload contract documents into the system and link them to a specific grant activity.	Required	**Fit**	GovGrants allows RPOSD and grantee staff to upload all file types, including Microsoft® Word, PowerPoint, Excel, Adobe® PDFs, and image files within any business record (e.g., application, contract, progress report, payment request, amendment request). A file uploaded within a record remains linked to that record.
11	Functional	Contract Management	The system must support Esignature functionality for grant documents.	Required	**Fit**	GovGrants supports both electronic signatures and, optionally, digital signatures. For electronic signatures, users check a checkbox to electronically sign a form within the system. The signature checkbox automatically populates the user's name (as read-only), which represents the user's signature. Several GovGrants customers use this option to collect signatures on a grant award/contract and other grant-related documents from internal (grantor) and external (grantee) staff. GovGrants also supports digital signatures through integration with third-party digital signature tools (e.g., DocuSign, Adobe Sign). For several customers, REI has implemented such integrations to support the collection of digital signatures on a grant document from internal (grantor) and external (grantee) staff.
12	Functional	Contract Management	The system must support granular role-based access control (RBAC) to ensure that users have appropriate permissions based on their roles, with the ability to easily manage and audit access rights.	Required	**Fit**	Within GovGrants, the user-level security model is natively controlled by a combination of Roles and Profiles. RPOSD can leverage various user profiles available out of the box, such as public user, registered external (applicant/grantee) user, read-only only, grant or program manager, program staff, fiscal manager, fiscal staff, executive, and admin user. Roles and Profiles define security and permissions. Their definitions are provided below. - Roles: Roles define what data users can see in the system; in other words, record-level

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						access is controlled using roles. Users at any given role level can view, edit, and report on all data owned by or shared with users below them in the hierarchy. There is no set limit to the levels of roles. - Profiles: A profile is a collection of settings and permissions that defines how a user accesses records, sees data, and can do with the data. It also defines a user's permission to perform different functions. The profile defines field-level settings to allow Create, Read, Edit, and Delete. Each user registered within the system can be assigned a profile and a role. While each user profile offers a combination of permissions out of the box, a designated RPOSD system administrator can update profile-level permissions.
13	Functional	Evaluations	The system must support the ability to configure scoring fields and reviewer only fields for specific grantor users to allow for certain users to be scorers and certain users to be just reviewers for grant applications.	Required	**Fit**	A grant program manager (PM) within GovGrants can set up multiple application review steps (e.g., pre-screen, SME review) for its program (e.g., Recreation Access). Further, the PM user can set up numerous review forms within each review step, such as completeness and eligibility review forms within the pre-screen review step or environmental and technical SME reviews within the SME review step. The PM user can set up a review questionnaire within each review form with or without a scoring rubric. This approach allows a PM user to assign different reviewers to conduct reviews using different review forms based on the reviewer's area of expertise. For example, reviewer A may be assigned to complete the completeness review, whereas reviewer B may be assigned to complete the technical SME review for an application. In this example, reviewer A may complete the review without any scoring option, whereas reviewer B can complete the scoring rubric set up within the technical SME review form.
14	Functional	Evaluations	The system must support scoring of applications through multiple rounds of review to assist in the resolution of any ties in the application process.	Required	**Fit**	A grant program manager (PM) can set up scoring rubrics for various reviews used within the application review steps, including maximum score per question and question-level weightage. As applications are submitted within the system, the PM user can assign multiple reviewers to score them. The system automatically computes the weighted total score for an application per reviewer and an overall average score per application across all reviewers. In the event of any ties, it is possible to reopen submitted reviews and request that the reviewers revisit their scores or add new reviewers for scoring purposes. The system

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						automatically recomputes the overall score for an application when existing reviews are revised or new reviews are submitted.
15	Functional	Evaluations	The system must support configuration of scoring criteria to be used for applications.	Required	**Fit**	Refer to our response to item #14. GovGrants allows RPOSD staff to configure specific Application Review steps, review forms, and scoring rubrics for each grant program.
16	Functional	Evaluations	The system must support creation of application scoring summaries and reviewer feedback through multiple formats, including on screen and formal reports.	Required	**Fit**	RPOSD staff can run reports within the GovGrants Analytics module to extract all scores and reviewer comments for a given application or all applications. They can also view the scores and reviewer comments within the GovGrants Application Review module. GovGrants displays the scoring summary for each application. If needed, REI can configure additional fields on-screen within GovGrants where the staff can summarize reviewer feedback, and this summary can be displayed for each application.
17	Functional	Evaluations	The system must track grantor and grantee correspondence during the application review process.	Required	**Fit**	GovGrants offers a 'Collab' feature that allows grantor and grantee users to communicate with each other and users outside the system using an in-built Email and Messaging feature. All correspondence (emails and messages) sent using 'Collab' are stored in GovGrants within the record (e.g., application, grant, amendment, payment) for which the communication was done. GovGrants also tracks replies received for emails and messages sent and stores them within the system.
18	Functional	Evaluations	The system must provide functionality to track and evaluate grantee performance over time across all grants, including key performance indicators (KPIs) and historical performance data.	Required	**Fit**	Performance measurement is a key functionality in GovGrants. Linking program objectives with recipient progress drives better outcomes. Within GovGrants, RPOSD can set up a master list of strategic plans, goals, objectives, and Key performance indicators (KPIs) in the Planning module. Each strategic plan can have multiple goals, with multiple objectives for each goal. The RPOSD staff can optionally associate KPIs with the objectives, ultimately allowing for quantitative measurement of progress on the objectives (hence goals and strategic plans) via KPIs. Out of the box, the RPOSD staff can associate one or more KPIs (and objectives) with a given grant program. The RPOSD staff can associate the same KPI with multiple programs. For each program, the system allows the grant applicant to propose KPI targets within their grant application and then report progress made on each KPI through post-award reports. With this approach, the RPOSD staff can collect target and progress numbers for each KPI at the grant/project level and roll up the numbers (for all grantees) at the grant program level

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						and across grant programs to assess the progress made on a KPI. The system tracks historical performance data, including changes to the target and reported values for a given KPI for each grant award.
19	Functional	Evaluations	The system must be designed to integrate with AI plug-ins, ensuring future-proof capabilities for the next 5-10 years. This functionality should enable RPOSD to ask specific, natural language questions of the dataset. The AI integration should support advanced data analysis, predictive analytics, and automated insights to enhance decision-making and operational efficiency.	Optional	**Fit**	GovGrants platforms allow integration with Salesforce Einstein AI and other external AI tools to create customizable, predictive, and generative AI experiences that safely fit all business needs. They enable users to ask specific natural language questions to derive insights into data and information patterns, obtain specific information required for decision-making, and perform advanced data analysis (e.g., time taken to approve submitted claims) and predictive analytics. Thus, GovGrants can support the necessary AI capabilities to enhance decision-making and operational efficiency.
20	Functional	Funding Allocations	The system must support customizable workflows to accommodate the unique needs and processes of different grant programs, including the ability to create, modify, and manage workflows without requiring IT support.	Required	**Fit**	GovGrants supports the creation of an unlimited number of new non-competitive federal and state grant programs and their funding opportunities by the RPOSD staff. Based on the need, RPOSD staff can onboard any new programs and opportunities without REI staff's support. REI will train RPOSD staff to create new programs and announcements/opportunities. For each grant program, the RPOSD staff can set the required master data and system settings, such as form packages, templates, default workflow/approval steps, and approvers for downstream processes (applications, award setup, claims approval, etc.). Similarly, for each announcement or funding opportunity published in the system for a given program, the RPOSD staff can set the required master data and system settings, such as allocation amounts, funding accounts, match requirements, indirect cost settings, form packages, templates, budget categories, claim settings, period of performance, award ceiling, default workflow/approval steps and approvers for downstream processes. Most settings for an announcement are automatically inherited from the program but can be modified if needed. The announcement-level settings inform GovGrants on the forms, templates, business rules, and workflows for downstream grant processes. If there are program-specific workflows required that are not currently supported in GovGrants as a self-service model, then REI will customize GovGrants to add the necessary workflow types so that RPOSD can use such workflows for their grant processes without requesting IT support.

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21	Functional	Funding Allocations	The system must support both annual and multi-year funding allocation processes that allows for both expenditures and budgets to carry-over from prior funding years / periods.	Required	**Fit**	GovGrants supports funding allocations for annual and multi-year funding scenarios by allowing RPOSD staff to set up funding sources and accounts. For example, RPOSD staff can set up an annual or multi-year funding source for federal (or state) funds received with the total funded amount. Each funding source has a start and end date. Further, the staff can obligate and disburse grant funds from this funding source by setting up multiple funding accounts (each with different start/end dates) within the funding source, where each funding account is for a different year and has dollars appropriated. RPOSD staff can use a funding account to obligate grant funds to multiple subgrants (and projects within subgrants) and approve/pay sub-award expenditures. At any given time, GovGrants automatically tracks and displays the total funds obligated and expended from a funding account for a given subgrant, project, and across subgrants. RPOSD staff can re-appropriate any unspent balance within a funding account to carry over funds to the new year's funding account. Finally, the GovGrants Amendment module also allows RPOSD staff to work with individual sub-grantees to carry over unused balances from the previous year's award to the new year's award.
22	Functional	Funding Allocations	The system must support grantors allocating one funding source to multiple grants / projects and tracking of funds at the grant / project level of detail.	Required	**Fit**	Refer to our response to item #21.
23	Functional	Funding Sources / Balances	The system must have the ability to setup grants establishing the grantor users for that grant, leveraging / creating award templates, and supporting a robust grant account structure for multiple awards / projects / activities within each grant.	Required	**Fit**	GovGrants allows RPOSD staff to set up a grant award (or sub-award) for each grantee (or sub-grantee) selected for funding. A grant owner (within RPOSD) can be assigned to each grant. Similarly, the default approvers within RPOSD can be set up for each grant for post-award activities, such as amendments, payments, progress reports, etc. GovGrants is template-driven, allowing RPOSD staff to leverage award templates (e.g., for budgets, grant agreements) when setting up a grant award. Also, refer to our response to item #21, describing how GovGrants supports tracking grant funds (obligations, expenditures, carryovers, etc.) using Funding Accounts.

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24	Functional	Funding Sources / Balances	The system must allow users to make adjustments to project budgets within a grant as needed with appropriate workflow and permissions.	Required	**Fit**	Out-of-the-box, the GovGrants Award Management module allows grantees and RPOSD staff to initiate changes to an active award via GovGrants' Amendments functionality. The amendment process guides user input and includes GovGrants dynamic approval workflow feature with its corresponding task creation and email notifications for assigned approvers. Once the amendment is approved, GovGrants creates a new award version that includes all amendment changes and becomes the new active award version. GovGrants supports varied and different amendments for grantees and grantors. Grantees can initiate scope changes, budget redirection changes, budget period changes, carry forward, and key personnel changes. Grantors can initiate any of these plus budget amendments.
25	Functional	Funding Sources / Balances	The system must have the ability to manage multi-year grant budgets that may be saved and stored for future use and analysis.	Required	**Fit**	GovGrants provides budgeting support for single-year and multi-year grant cycles. For example, RPOSD can collect a multi-year budget (sliced by budget period) within the grant application for multi-year grants but only obligate funds for the first-year budget in the initial award to the grantee. As the next budget period approaches, the RPOSD staff can release grant funds for the new budget period with a new grant agreement and against a new funding account. This budget period renewal is supported through the GovGrants Amendments module. The system stores and tracks the budget and expenditures for each budget period for a given grant, and this data is available for future use and analysis.
26	Functional	Funding Sources / Balances	The system must be able to generate grant budgets from application budgets once an application is selected for award.	Required	**Fit**	GovGrants automatically copies the budget from the grant application to the grant record set up by RPOSD staff in the system. If necessary, the RPOSD staff can send the grant record to the grantee for budget updates before executing the grant agreement.
27	Functional	Funding Sources / Balances	The system must have the ability to track and manage allocation amounts for reimbursement requests (including amounts that may cross a fiscal year) and applicable controls, such as budget stops and limits per business rules to facilitate the accrual process.	Required	**Fit**	Refer to our response to item #21, describing how GovGrants supports tracking grant funds (obligations, expenditures, carryovers, etc.) using Funding Accounts. RPOSD staff can allocate reimbursements requested through the GovGrants Payments module to one or more funding accounts - each associated with a different year. For example, RPOSD staff could prioritize the allocation of reimbursement amounts to the previous year's funding account before using the new year's money. In addition, GovGrants enforces basic checks in the Payments module, such as preventing grantees from overclaiming – both at the grant level and at the individual budget category level. If needed, REI can easily configure additional checks and limits per business rules that RPOSD may desire.
28	Functional	Funding Sources / Balances	The system must be able to track funding balances at a grant, grant project, and grantee level.	Required	**Fit**	Refer to our response to item #21, describing how GovGrants supports tracking grant funds (obligations, expenditures, carryovers, balance) using Funding Accounts at a subgrant (and project within subgrant) level. Similarly, using the funding accounts construct, GovGrants can track funding balances at the grantee level.

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29	Functional	Funding Sources / Balances	The system must allow grantees to set-up a pre-award budget as part of the application process.	Required	**Fit**	As discussed in our response to item #20, GovGrants allows RPOSD staff to set up the budget categories and other budget settings (e.g., match requirements and detailed budgeting requirements) for their grant announcement. The system automatically presents the budget template within the grant applications created in the system for the announcement, allowing grantees to complete and submit an application with a budget that meets the grant program requirements.
30	Functional	Funding Sources / Balances	The system must support different types of grants, for example grants in-perpetuity (formula grants) and competitive grants.	Required	**Fit**	GovGrants supports competitive, formula (allocation-based), and directed grant (no allocations) programs. When RPOSD staff publish an opportunity for a competitive grant program, the system allows all eligible applicant types to apply against the opportunity. However, only the invited applicants can apply for formula/allocation-based and directed (no allocation) grants. Throughout the grant life cycle, the system enforces checks and workflows for various grant program types. For example, the system ensures that the total budget submitted within a formula grant application equals the allocation amount for the applicant. Another example is that during the application review process, the RPOSD staff can request revision from the applicant on a formula grant application rather than on a competitive grant application.
31	Functional	Grant Application	The system must allow a grantor user to view or test newly created applications the same way that grantee users will experience the application prior to releasing the application.	Optional	**Fit**	GovGrants is designed to allow grantor agency staff (RPOSD staff) the ability to view all applications – both those that are pending and those that have been submitted. In creating and putting together form packages, RPOSD has the ability to test and preview the application prior to official launch and use by the end user. Grantor users may review the look and feel of the application budget, forms, etc., as well as perform a dry run of how the end user would interact with the forms. This ensures that the application cycle is executed smoothly within GovGrants.
32	Functional	Grant Application	The system must auto populate grantee application information based on grantee information saved in the system.	Required	**Fit**	GovGrants supports this requirement out of the box. The system auto-populates information such as the organization name, address, contacts, indirect cost rates, etc., from the organization profile into the grant application and downstream processes (awards, payments, etc.).
33	Functional	Grant Application	The system must allow grantor users to configure grant application templates that can be reused for new	Required	**Fit**	GovGrants allows system administrators to configure electronic forms, each consisting of a set of data fields of different data types such as text, numeric, date, currency, multi-select check box options, dropdowns (single select), and more. The RPOSD staff can bundle a set of forms

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			grants.			as form packages in the system to be completed by applicants within an application for a given announcement. A given form can be reused for multiple announcements belonging to different grant programs. Further, GovGrants allows RPOSD staff to set up document (attachment) templates and budget requirements (categories, codes, match requirements, etc.) within their announcement to make these templates and settings readily available in the online application for the applicants to complete an application per program requirements. In addition, GovGrants allows applicants to upload other document attachments without a template to provide additional supporting information as necessary.
34	Functional	Grant Application	The system must allow grantees to track the status for the funding opportunities that they have applied for.	Required	**Fit**	GovGrants provides functionality for grant applicants to view the status of their grant proposals in the Sub-Recipient Portal. In the Sub-Recipient Portal, all Grant applicants have permission to take the following actions: • Create and submit grant applications for Funding Opportunities; • Track the status of the submitted applications (e.g., submitted, under review, in negotiation, etc.); • Communicate directly with internal staff in the context of a grant application; • Provide any additional documentation/clarifications as requested by RPOSD; and • Manage the post-award process, including but not limited to progress reports, reimbursement requests, and amendment requests.
35	Functional	Grant Application	The system must allow grantees to search for grant funding opportunities that are published by the grantor.	Required	**Fit**	This built-in functionality in the external portal of GovGrants allows applicants/grantees to search and view published grant opportunities.
36	Functional	Grant Application	The system must allow grantee users to edit or withdraw applications that have been submitted prior to the application deadline.	Required	**Fit**	GovGrants allows applicant/grantee users to withdraw their submitted application before the application deadline. Further, GovGrants allows applicant/grantee users to update applications submitted to the grantor if the grantor requests a revision. Through configurations, it is possible to enable applicant/grantee users to update a submitted application before the application deadline without requiring RPOSD staff to request revisions.
37	Functional	Notifications	The system must have ability to inform applicants when they have successfully applied for a funding opportunity and notify grantors that a grantee has applied to a funding opportunity.	Required	**Fit**	GovGrants is designed to automate emails/notifications to users at various workflow stages, milestones, approvals, reviews, etc., along with any task notifications. This automated communication capability is standard in GovGrants and spans all modules on the grantor and grantee sides. Many standard notifications, such as successful applications for applicants, notifying grantors that a grantee has applied, notifying applicants of grantor feedback or need for additional information, amendments, award decisions, etc., are built

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						into the system.
38	Functional	Notifications	The system must support the ability to provide a grant award notification to a pre-defined group of grantor users (e.g., grant officer, grant fiscal user).	Required	**Fit**	As outlined in response to Requirement 37 above, GovGrants includes built-in automated notifications and email capability. GovGrants also includes integrated Automation workflow capabilities. These highly configurable features can be set up specifically to RPSOD requirements, such as sending a notification to a pre-defined group.
39	Functional	Notifications	The system must have the ability to stop notifications to grantees that are released from evaluation consideration for an award.	Required	**Fit**	This is available out of the box through the Application Review Module. GovGrants sends out trigger-based notifications and emails, and as such, it notifies applicants of the decision regarding their application. If applicants are released from evaluation consideration, they are notified accordingly and are no longer part of the process.
40	Functional	Notifications	The system must support configurable automated notifications and alerts for key events, such as application deadlines, milestone achievements, and compliance requirements, to keep all stakeholders informed.	Required	**Fit**	GovGrants provides configurable automated notifications out of the box. This capability is available throughout the product across all modules, including applications, reviews, monitoring, progress reports, payments, and closeouts.
41	Functional	Notifications	The system must allow grantor and grantee users the ability to configure automatic notification alerts for grant transactions / activities that occur at selected intervals such as daily or weekly.	Required	**Fit**	GovGrants is a task-based system that automatically assigns a task with an email alert to the next grantee or grantor user(s) who needs to take some action (e.g., review, approve, submit) on a given application, grant, or grant activity. Further, GovGrants supports automatic reminder emails sent to each registered user summarizing the upcoming tasks due or past due. A system admin can configure additional tasks and notifications to meet requirements for each grant and associated transactions/activities.
42	Functional	Notifications	The system must allow the creation of communication templates that could be used for grantor and grantee users.	Required	**Fit**	GovGrants enables the creation of communication templates directly through its user interface. A proven low-code platform, GovGrants provides a UI-based configuration tool to create, edit, and manage email and notification templates for grantor and grantee users.
43	Functional	Notifications	The system must have the ability to send notifications to registered grantee users about funding opportunities that are active/inactive/upcoming.	Required	**Fit**	GovGrants includes native email reminders, alerts, and the capability to send notifications/reminders to registered grantee users about funding opportunities, their status (active/inactive/upcoming), and any change in status. For example, notifications include alerts for a new funding opportunity, changes in the status of an opportunity, reminders for incomplete or unsubmitted applications, successfully submitted applications,

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						and even reminders or alerts of upcoming deadlines (expiration dates, report submission dates, invoice due etc.) and missed deadlines or delays. These are all configured in the system at the time of set up. Grantees receive these alerts and reminders via the GovGrants Grantee / Subrecipient portal interface and through emails.
44	Functional	Notifications	The system must support workflow notifications to both grantee and grantor users.	Required	**Fit**	GovGrants provides built-in capabilities for workflow notifications for all users, grantees, and grantors. These notifications are available to RPSOD out of the box for out of the box workflows and can also be further configured based on specific requirements.
45	Functional	Project Management	The system must support document version control, allowing users to track changes, manage versions, and revert to previous versions if necessary.	Required	**Fit**	GovGrants allows storing multiple versions of the same document in the system. These documents can be compared using the native editor from which they were created to compare changes. In addition, GovGrants offers a proprietary middleware tool to support easy integration with external document repositories, such as SharePoint, allowing storage of documents uploaded within GovGrants. Such document repositories offer managing versions, reverting to previous versions, etc.
46	Functional	Project Management	The system must allow users to drill down into grant activities / transactions from their dashboard. This includes attaching documents as necessary.	Required	**Fit**	GovGrants provides a wide range of dashboards throughout the grant lifecycle. These dashboards (e.g., task dashboards) reflect only those business records that a particular user can access. These dashboards also allow drilling down from a summary/aggregated view to specific records, allowing users to navigate to those records for making updates and attaching documents. For example, this may include navigating to a specific grant record or a grant activity record to review and approve that record. GovGrants supports attaching all file types, including Microsoft® Word, PowerPoint, Excel, Adobe® PDFs, and image files.
47	Functional	Project Management	The system must allow users to complete grant activities / transactions from their dashboard.	Required	**Fit**	Refer to our response to item #46.
48	Functional	Project Management	The system must support the use of configurable checklists (e.g., checklist to close a grant, start of grant application, or reimbursement requests)	Required	**Fit**	GovGrants natively supports configurable checklists throughout the various grant phases, including the application phase, grant reimbursements, closeout, etc. RPOSD staff can create checklist templates for various grant phases and upload them to their grant program's announcement record. The system automatically makes a checklist template available in the relevant grant phase for the users to download, complete, and upload. In addition, GovGrants offers online forms that the system admin can configure for each grant

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						program with specific checklist items to allow users to complete the checklist electronically within the system in the relevant grant phase.
49	Functional	Project Management	The system must allow users to set up projects and milestone events within different grant programs.	Required	**Fit**	GovGrants offers native capabilities that REI can configure to allow users to set up projects and their milestones for each grant program.
50	Functional	Project Management	The system must have the ability to automate checklist completion with grantor users confirming final status to help provide an efficient close out of an Award / Project / Activity by role and/or user.	Required	**Fit**	The GovGrants OOTB Closeout Module allows for individual grant closures at any time. The Closeout record automatically displays any pending workflows related to the grant, such as pending payment requests or still open progress reports. Internal staff can bring closure to these open processes by working with the grantee or force-close them and continue with the grant closure. As a best practice for grants management, GovGrants provides a closeout checklist. The designated RPOSD staff can complete the closeout checklist to confirm that they have completed all activities required to move forward with the grant closure. REI can automate completion of the checklist items if needed based on discussions with RPOSD. GovGrants also offers an in-built workflow process that allows RPOSD staff to send the closeout checklist to the designated grantee user for acknowledgment and through internal approvals before completing the grant closeout.
51	Functional	Project Management	The system must provide functionality for users to add comments and annotations within a grant for tracking / internal purposes.	Required	**Fit**	GovGrants comes built with a Notes feature that is standard across the entire system. This feature is present on all key grant management record types (e.g., application, grant award, grant progress report, grant payment request, and closeout record). RPOSD staff can add notes to various records, which can be configured for only internal users to access.
52	Functional	Project Management	The system must allow grantees to make corrections to payment requests, amendments, status reports and applications prior to final submission or approval.	Required	**Fit**	GovGrants allows for the complete processing of pre-award and post-award activities, such as applications, amendments, payment requests, and progress reports. The processing includes a multi-step dynamic approval process that can differ by award and even at the individual record level, like amendments or progress reports. RPOSD approver assigned to a record can either approve a record or send it back to the grantee for corrections for final submission and approval.

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53	Functional	Project Management	The system must provide the ability for users to utilize reports & dashboards to review and track projects, tasks, and milestones.	Required	**Fit**	GovGrants supports reporting and extracting data in multiple formats, including CSV and XLS formats. GovGrants Analytics Module provides out-of-box canned reports based on the common report types requested by our customers. These include reports such as Application Status report, Application Review Status report, and more. In addition, RPOSD users will be able to use GovGrants' user-friendly and powerful drag-and-drop report builder. It enables users to create meaningful reports from any object and data captured in GovGrants. It also allows for customizing existing canned reports instead of starting them from scratch. Data can be filtered and grouped by user, program, task type, status, fiscal year, etc. Users can add visual charts to visualize the data summary in each report through pie charts, bar charts, etc. Further, the RPOSD system admin can add such charts to various grant phases within GovGrants so users can readily access data insights. GovGrants also offers power dynamic dashboarding (Tableau-like) capabilities using the native Salesforce CRM platform that allows building multiple connected charts with data tables and drill-down capabilities to get deeper insights.
54	Functional	Project Management	The system must provide the ability for the grantor to view on dashboard the total grant dollars allocated, remaining balances for each grant funded, and remaining balances to allocate.	Required	**Fit**	The system tracks the total funds obligated from each funding account (federal or state) against the announcement-level allocations and clearly shows the remaining balance. Furthermore, GovGrants tracks spending/expenditures and balances when payments/claims are approved for individual grant awards within the system and split paid from associated funding accounts. The system automatically rolls up the total expenditures approved/paid at the individual sub-award level (from each funding account) to the overall funding account level. It shows the remaining obligation balance for the overall funding account. The system further rolls up the numbers from funding accounts to the funding source level, showing individual federal and state grant award balances. REI can configure a dashboard to view the allocated grant dollars, remaining allocations, and balances.
55	Functional	Project Management	The system must support the ability for grantor users to create forms that grantees can download or populate in the system and then print.	Required	**Fit**	GovGrants allows system administrators to configure electronic forms, each consisting of a set of data fields of different data types such as text, numeric, date, currency, multi-select check box options, dropdowns (single select), and more. The RPOSD staff can bundle a set of forms as form packages in the system to be completed by applicants within an application for a given announcement. Forms can also be set up for post-award processes like payments and progress reports. Grantee users can complete such forms during the relevant grant phase and submit them to RPOSD as part of their application, progress reports, etc.

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						Further, GovGrants allows RPOSD staff to upload form templates as attachments within their announcement to make these templates and settings readily available in the online application, progress reports, payments, and other grant activities for the applicants to download, complete, and upload as part of their application, progress reports, etc.
56	Functional	Project Management	The system must support the ability to group grantees into subgroups that role up into one larger entity, e.g., the City of Los Angeles has 43 study areas that role up underneath it.	Required	**Fit**	Each grantee organization (e.g., City of LA) within GovGrants can have multiple child organizations (i.e., 43 study areas). Using this organization hierarchy concept within GovGrants, REI anticipates supporting this requirement.
57	Functional	Project Management	The system must allow users to see a preview of a populated form prior to submission and/or printing.	Required	**Fit**	GovGrants external portal allows grantees to preview, download (as PDF), and print grant applications (including forms) before submission.
58	Functional	Project Management	The system must support parent/child relationships for projects within a grant.	Required	**Fit**	GovGrants natively allows multiple applications to be submitted against one funding opportunity announcement by an applicant. This capability allows applicants to submit multiple applications, each containing a different project supporting the grant program. This allows the applicant to provide a separate budget and meet match requirements for each project. Each application/project can be issued and administered as an individual grant. With some configuration, REI can allow RPOSD staff to associate related projects. In addition, GovGrants can also support multiple projects with a single grant application, resulting in one grant award (parent) for all projects (children).
59	Functional	Project Management	The system must allow users to bookmark pages for easier access or support configurable dashboards and home screens to enable quicker navigation.	Required	**Fit**	GovGrants 'Recently Viewed' feature allows quick access to recently visited records. Further, GovGrants assigns tasks to users who need to take action within a system on a grant record. A user can easily view a list of assigned tasks and open that task to navigate to the associated grant record to perform the necessary action. All tasks assigned to a user are summarized on the Home screen using pre-configured dashboards, allowing users to quickly know tasks due in the next few days, past due, etc. In addition, GovGrants has a global search feature that enables users to search any record within the system using keywords and navigate to that record from the search results.
60	Functional	Project Management	Authorized grantor users must have the ability to review and if necessary, delete documents uploaded by grantee users with notifications provided to the impacted	Required	**Gap**	GovGrants allows only LA Parks system admin users to delete documents uploaded by grantee users. With additional configuration and customizations, it is possible to enable designated business users within RPOSD to delete documents and notify a grantee automatically when a document is deleted. In addition, REI can customize GovGrants to

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			grantee. This feature must be supported by an audit trail.			track the audit trail of who/when a document was deleted.
61	Functional	Project Management	The system must have the ability to re-route workflow assignments based on availability, provide escalation paths based on user-defined criteria (e.g., minimum period of no response), provide event- driven notifications by e-mail, provide event-driven notifications in a user's view of the solution, allow configurable notifications, and attach relevant documents to the workflow process.	Required	**Fit**	GovGrants has a task re-assignment feature that allows a LA Parks user to re-assign his/her assigned tasks within a workflow to another user within the system. Further, an LA Parks manager can run reports to view incomplete tasks assigned to users within his/her program, team, division, etc., and identify tasks with no response or past due tasks. The system admin user designated by RPOSD can re-assign tasks for any user to other users within the system. GovGrants offers a robust email notification engine that sends automatic notifications to users throughout the grant lifecycle. As a part of the initial GovGrants configuration, all workflow rules and corresponding email notifications are set up. Email alerts are triggered automatically for specific events within a workflow rule (e.g., the date of required action has passed) or upon a change in the status of an approval process (e.g., record is approved). Such notifications are emailed to the user's inbox and viewable on the GovGrants notifications area.
62	Functional	Project Management	The system must allow users with appropriate permissions the ability to assign tasks to other users.	Required	**Fit**	GovGrants is a task-based system that allows designated users to assign tasks to internal and external users. For example, a grant program manager can assign an application review task to a staff member designated as the application reviewer for a grant program. Similarly, an LA Parks staff can assign a task to a grantee user (or users) to revise a submitted grant application.
63	Functional	Project Management	Discussion of customization effort required to meet requirements not satisfied by the out-of-the-box product.	Required	**Fit**	The base GovGrants product can address most of RPOSD's requirements, reducing the need for extensive custom coding, complex testing, and substantial documentation. REI has developed a standard implementation approach for successfully deploying GovGrants. REI's implementation approach is comprised of three major phases – Envision, Build, and Deploy. The key activities of each of the phases are as follows: • Envision – Base product installation, project plan baselining, project governance setup, product walkthroughs, and gap analysis. Based on gap analysis, customization or configuration efforts are discussed with RPOSD • Build – Configuration, system integration development, and full system testing • Deploy – User acceptance testing, training, and production deployment

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64	Functional	Reimbursements / Advances	The system must allow grantees to create and submit reimbursement requests.	Required	**Fit**	Out-of-the-box, GovGrants allows RPOSD staff to set up a recurring payment schedule for each grant award using a set frequency such as monthly, quarterly, etc. Then, based on the schedule, GovGrants creates a task automatically for the grantee user so they can submit payment or reimbursement requests electronically to RPOSD in the system. In addition, the Payment Request module allows users to initiate, complete, and submit ad hoc reimbursement requests for payment. The approval process allows RPOSD staff to either approve or send back the request to the grantee for revisions if required. The payment request module is configurable and can mandate requisite supporting documentation and detailed budget tracking and enforcement. The GovGrants allows grantees to submit reimbursements with claim amounts broken down by budget categories or accounting codes.
65	Functional	Reimbursements / Advances	The system must prevent grantors from submitting reimbursement requests when they are not in good standing.	Required	**Fit**	Using GovGrants Approval process, the system can allow users to reject reimbursements requests when grantees are not in good standing. The system can also be configured to prevent grantee users from submitting reimbursement requests if a grantee is in the 'high risk' category or not in good standing.
66	Functional	Reports	The system must provide a comprehensive financial report that details the status of grant applications by phase, summing the grant amount for applications in progress, by grantee, study area, and type. The report should provide real-time updates, allow for customization and filtering, and include drill-down functionality for detailed information. Additionally, it must generate automated summary reports at predefined intervals and support exports in multiple formats.	Required	**Fit**	GovGrants natively offers a robust, drag-and-drop report builder capability. RPOSD staff will be empowered to create a wide range of reports (i.e., tabular, matrix, joined) using any data element/field captured in the system. RPOSD staff can run reports across grants by project or category to get holistic visibility into applications or awarded grants. These reports can be filtered, aggregated, and linked across data tables. These reports also allow for drilling down from a summary/aggregated view to specific records if desired. GovGrants allows users to automatically schedule and run any defined report on a defined schedule, and have those reports automatically emailed to specified users or groups.
67	Functional	Reports	The system must provide an "age of funding" metric that tracks the time elapsed from when grant funds become available to when they are utilized. This metric should be available for each study area and summed by grantee, highlighting funds that have remained unused for extended periods. The report should include real-time	Required	**Fit**	GovGrants can meet this requirement through a report that REI can configure for RPOSD. The report will show all awarded grants with unused balances. For each awarded grant, the report will show details such as the awarded date for grant funds, awarded and spent amounts, remaining balance, etc., with a breakdown by study area. In addition, this report can also include a field that shows days that have elapsed (from the current date) since the award date – thus allowing LA Parks staff to follow up with grantees to provide a plan for utilizing unused balances. LA Parks can filter data within the reports (e.g., days elapsed >

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			updates, allow for filtering and customization, and support export in multiple formats.			365) and export data in CSV/XLS formats.
68	Functional	Reports	The Contractor is to provide example reports generated by the system.	Required	Fit	The Analytics module in GovGrants provides out-of-box canned reports based on the common report types requested by our customers over the past 25+ years. These include: Announcements and Status, By Organization Announcements, By Funding Accounts Announcements, By Status, By Owner Applications w/Average Review Scores Applications w/Status Pre-Applications, By Status, & Announcement FDMs w/Applications and Recommendations Applications, By Status Pre-Applications, By Status Amendment by Status Amendment Requests by Status Applications, By Announcement & Reviewer Awards, By Funding Organization Awards, By Status Awards, By Status, By Funding Organization Closeouts, By Status Corrective Actions, By Award Funding Accounts, With Awards and Balances KPIs, With Actuals, By Award Amendments, By Amendment status, By Subrecipient Organization

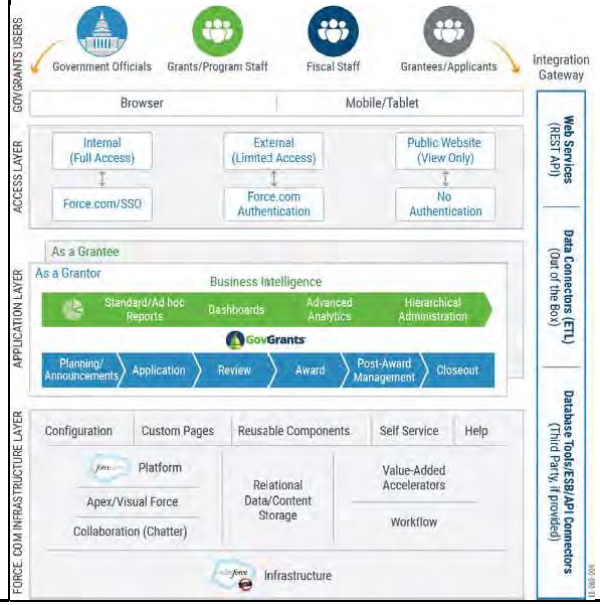
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						Award Risk Assessments, By Subrecipient Desk Review w/ Corrective actions Focus Areas by Subrecipient Organization Key outcome group by KPI group by domain Payment Requests, by Grant Payment Requests by Award & Funding Org Progress Reports, By Award Applications, By Applicant Organization Contacts, By Subrecipient Organization Site Visit/Desk Reviews, By Organization Grants, By Program Grants, By Subrecipient Organization Grants, w/ Overdue Progress Reports KPIs, w/ Actuals by Grantor Organization Organization Risk Assessments Pending Registrations Tasks, By Task Type, By Assignee Additional reports can be easily added, and existing reports can be modified or removed, as needed, based on the specific reporting needs.
69	Functional	Reports	The system must support the ability for external users to run and download reports for their grantee organization (current/past grants, annual allocations).	Required	**Fit**	GovGrants provides out-of-the-box reporting features for external users as well. External users can view and download reports for their organization, including current/past grants, annual allocations, progress reports, and more.
70	Functional	Reports	The system must have the ability to track agency grantee user activities and report on last activity date for the users.	Required	**Fit**	GovGrants provides an automated audit trail for all users, including external users. The system captures all external user logins, including login history per user and record-level activity performed by a user, such as data/time stamps when a user updates a record or uploads a document. In addition, GovGrants also tracks field-level changes made by a user, including old and new values, and date/time stamp for the updates.

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71	Functional	Reports	The system must have the capability to allow users to create ad-hoc reports and dashboards to track various elements of a grant.	Required	Fit	GovGrants includes a comprehensive Analytics module. This module allows users to create drag-and-drop ad hoc reports and dashboards using any data element in the system. The Analytics module allows setting up summary reports, detailed reports, pivot-style aggregation reports, and joined reports for various data elements of grants, grant performance metrics, and system usage and adoption. Users can further set up visual dashboards for the reports/metrics they want to track. In addition, GovGrants also includes standard canned reports and dashboards, which users can edit to create new reports and dashboards. Finally, all report data can be exported in csv or xls, and printed using built-in, print-friendly formats.
72	Functional	Reports	The system must have the ability to create scheduled batch reports and distribute them to users.	Required	Fit	GovGrants has a built-in capability to schedule and automate the distribution of reports. LA Parks staff can schedule a daily, weekly, and monthly report based on one or more conditions. These reports are automatically distributed by email to specified users.
73	Functional	Reports	The system must allow users with the appropriate user role to share new custom reports with other users.	Optional	Fit	GovGrants allows users to share existing or new reports with other users. Users can share reports with other users by saving them in the public folder. Additionally, reports can be shared via email with specific users, as discussed in our response to item #72.
74	Functional	Reports	The system must be able to perform analytical trending and recognize data patterns, generate variance analysis reports and support predictive modeling.	Optional	Fit	GovGrants, a system built upon the Salesforce.com platform, offers comprehensive reporting and analytics capabilities that allow users to track, manage, and analyze grant data effectively. The reporting capability of GovGrants leverages the native Salesforce reporting functionality and integrates with Tableau and Power BI tools, offering powerful business intelligence capabilities. GovGrants also offers power dynamic dashboarding (Tableau-like) capabilities using the native Salesforce CRM platform (additional subscription) that allows building multiple connected charts with data tables and drill-down capabilities to get deeper insights and recognize data patterns, trends, and variances. Lastly, GovGrants' underlying platform (Salesforce) offers AI capabilities through its Einstein component that can leverage RPOSD data to create customizable, predictive, and generative AI experiences to fit business needs safely.
75	Functional	Reports	The system must allow users to export reports to various	Required	Fit	GovGrants users can export all reports and report data to xls, csv file formats.

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			file formats, including .pdf, .xlsx, and .csv.			
76	Functional	Reports	The Contractor is to supply representative architecture of the final New GMS including Details of ActiveDirectory integration with multi-factor support; and, Capabilities of any available API to (a) pull data out of solution for use in RPOSD's data warehouse project and (b) drive the solution workflow.	Required	**Fit**	GovGrants is natively hosted on the Salesforce platform which includes all access layer security for both internal and external users. A high level GovGrants Architecture diagram is below: 

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GovGrants also offers unique and ever-evolving capabilities across its multiple architecture layers.



Infrastructure Layer: Through configuration, REI has created profiles, roles, hierarchies, and rules that are enforced in the user interface, reports, dashboards, search results, and an API. REI has taken the object models from our other grants systems such as applications, awards, reviews, post-award submissions, audits, and site visits and ported them to the Force.com platform.

These components are used to build the GovGrants components and the resulting solution. Only some of those key components are described in the following subsections.

Application Layer: REI has built a tailored business process starting from the Planning stage to the Closeout stage of the grants lifecycle using standard and custom objects, Visualforce rendered HTML pages, native workflows, and validation rules. We were able to build an intuitive user interface or web pages using Apex codes (very similar to Java), and AngularJS (JavaScript) libraries, and Highcharts (for dashboards). All these components are bundled together, tested, and deployed as a product. Most of the configurations are saved as meta-data and are easy to change if there is a desire to change them in the future.

Access Layer: All access will be roles-based with fine-tuning at a granular level through groups/profiles and sharing rules. Our system supports two distinct portal solutions meeting all user needs: an internal user portal for all the government users; an external portal for Subrecipients, and SME reviewers. This is in addition to the publicly available Recipient Portal that is meant to share grants information with applicants / recipients.

Web Layer: The web browser is the universal client to both the publicly available Grants Portal as well as the Internal Portal. The solution supports any rendition on mobile devices, but propose full-scale, mobile enablement as part of a future engagement. When complete,

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						the system will support a variety of users such as grant and program officials, stakeholders, recipients, and SME's. Each user only sees information allowed by the roles assigned to them. By creating read-only roles on grant and application files, paper can be reduced, and information can be made accessible quickly. **Integration Gateway:** All the identified internal (enterprise and agency-specific) systems and any external systems like grants.gov will be integrated through industry standard integration protocol and processes, such as web services. The Force.com platform exposes a broad collection of APIs as both REST and SOAP web services. Additionally, a large and growing number of integration toolsets and connectors provide out-of-the-box support for the Salesforce.com platform. The Salesforce.com APIs are extremely well exercised. Roughly half of the one billion daily transactions processed each day by the Salesforce cloud run through Force.com APIs. Additional GovGrants Integration capabilities are detailed in Section C.5.3 (Integration Approach)
77	Functional	Reports	The Contractor is to provide sample QA test plans and test reports.	Required	**Fit**	REI incorporates lessons learned from our 30+ years of providing IT solutions to government into our QA test plans and comprehensive test reports. The follow are excerpts from our QA Test Plans and Test Reports: **QA Test Plans:** Test Strategy document Table of Contents:

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RPOSD - Test Strategy Document

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Test Strategy Document Test Planning section:

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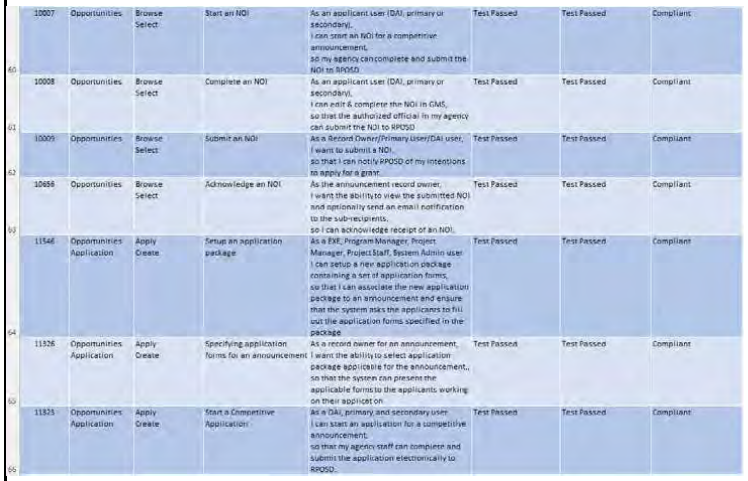
Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						4.1 Test Planning ApTest Manager (ATM) will used to create, edit and execute the test cases. Test cases will be designed by referring to requirements, mockups, and data model. Peer Reviews for test cases will be conducted for accuracy and coverage using a pre-defined peer review checklist. Some test cases will be peer reviewed using team reviews while others will be reviewed using the "Peer Desk Check" method. Further, test cases will be updated based on the outcome of the reviews held and uploaded to ATM. Test case versioning is maintained in ATM as a result of any updated made during the testing phase. **4.1.1 Entry Criteria** Testing team will begin writing test cases after the following has occurred: • Testing team has participated in knowledge transfer sessions with the Business Analyst (BA) to understand the requirements thoroughly. The BA will do a walk-through of the mock-ups and provide requirements clarification where needed. • A requirement analysis and design discussion has been conducted between the Business Analyst (BA), testing team member, Database Development Engineer (DDE), and the responsible developer(s) to ensure there is a clear understanding of the requirements, the functionality, and the data model. **4.1.2 Exit Criteria** Test planning will be considered complete after the following has occurred: • The testing team has completed creating detailed test cases (positive, negative, boundary value, etc.) for all requirements specified in "[R2]-PMM-Generic Site Visits Requirements" document. • A formal peer review of the test cases with documented review comments has been completed. • Revisions have been made to test cases based on the peer review feedback. • Each test case has been mapped to a specific requirement for Requirement Traceability Matrix (RTM) and vice versa. • Within the ATM the test sets have been created to include all the tests that will be executed Further, test sessions should have been created from the test sets for every cycle of testing to be performed. **Note:** The following naming convention has be used for test session in ATM: FunctionalAreaName_ Environment (e.g. Create_SiteVisit_UTL7, Pre_SiteVisit_Chklist) **4.2 Test Environment** PMM-Site Visit QC Lead will set up the environment identified for testing. This requires identifying the internal test environment and all the required software to be installed for testing purpose. All the patches and Service packs will be installed as necessary. Access to the machines will be granted to the Test **Test Reports:** Table of Contents:

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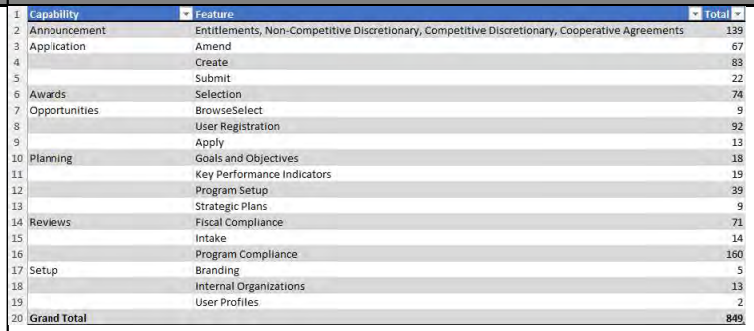
Sheet Name	What Does It Contain?
Test Case Summary	Count of Test Cases by Capability and Feature
Issues Summary	Count of Issues by Capability and Feature
Performance Test Results	Provides response time for performance tests conducted on critical actions related to capabilities and features planned in UAT #1
Unit Test Checklist	Contains a list of standard unit tests that are performed when development is completed before an item is sent for testing.
Functional Test Checklist	Contains a list of standard functional tests that are performed by the testing team for typical development items.
Performance Test Checklist	Contains a list of standard performance tests that are executed on pages throughout the system.
Checklist-Based Test Results	Contains the list of user stories and their associated results from the test checklists.

Test Cases



10007	Opportunities	Browse Select	Start an NOI	As an applicant user (DAI, primary or secondary), I can start an NOI for a competitive announcement, so my agency can complete and submit the NOI to RPOSD	Test Passed	Test Passed	Compliant
10008	Opportunities	Browse Select	Complete an NOI	As an applicant user (DAI, primary or secondary), I can edit & complete the NOI in GMS, so that the authorized official in my agency can submit the NOI to RPOSD	Test Passed	Test Passed	Compliant
10009	Opportunities	Browse Select	Submit an NOI	As a Record Owner/Primary User/DAI user, I want to submit a NOI, so that I can notify RPOSD of my intentions to apply for a grant.	Test Passed	Test Passed	Compliant
10658	Opportunities	Browse Select	Acknowledge an NOI	As the announcement record owner, I want the ability to view the submitted NOI and optionally send an email notification to the sub-recipients, so I can acknowledge receipt of an NOI.	Test Passed	Test Passed	Compliant
11546	Opportunities Application	Apply Create	Setup an application package	As a EXE, Program Manager, Project Manager, Project Staff, System Admin user I can setup a new application package containing a set of application forms, so that I can associate the new application package to an announcement and ensure that the system asks the applicants to fill out the application forms specified in the package	Test Passed	Test Passed	Compliant
11926	Opportunities Application	Apply Create	Specifying application forms for an announcement	As a record owner for an announcement, I want the ability to select application package applicable for the announcement., so that the system can present the applicable forms to the applicants working on their applicat on	Test Passed	Test Passed	Compliant
11925	Opportunities Application	Apply Create	Start a Competitive Application	As a DAI, primary and secondary user, I can start an application for a competitive announcement, so that my agency staff can complete and submit the application electronically to RPOSD.	Test Passed	Test Passed	Compliant

Test Report

Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						
78	Functional	Reports	The Contractor is to provide example project management techniques used to ensure a correct on-schedule delivery (e.g., Grant chart, status reports, etc., anonymized are acceptable). The example project plan must show timelines, artifacts and expectations on key delivery phases (requirements, development, QA).	Required	**Fit**	REI will follow proven project management techniques (used for 20+ successful GovGrants implementations) to ensure a successful, on-schedule GMS delivery. We have provided an example PMP in Section C.8 below.
79	Functional	Reports	The system must support the creation of reports based on user defined hashtags. For example, using a hashtag such as "#playgrounds," RPOSD can generate a report detailing the total investment RPOSD has made in playground replacements in South Los Angeles between 2020 and 2024. This functionality should allow users to tag and query grants and activities, enabling quick and precise reporting based on specific criteria and keywords.	Required	**Fit**	REI will address this requirement through configuration based on the RPOSD requirements. For example, REI can create and add a hashtag field within the grant record so that users can define hashtags for specific records or data. Through the reporting interface, the RPSOD staff can generate reports using this hashtag and other filter criteria (e.g., year).
80	Functional	Security	The system must maintain comprehensive audit trails for all user actions and system transactions to ensure transparency, accountability, and ease of reference.	Required	**Fit**	GovGrants provides detailed auditing capabilities, including user actions and transaction history out of the box. Audit Trails are natively provided at 2 levels: - Systemwide: User login history is visible per user and shows the timestamp, IP address, activity, and type of device used.

	Capability	Feature	Total
2	Announcement	Entitlements, Non-Competitive Discretionary, Competitive Discretionary, Cooperative Agreements	139
3	Application	Amend	67
4		Create	83
5		Submit	22
6	Awards	Selection	74
7	Opportunities	BrowseSelect	9
8		User Registration	92
9		Apply	13
10	Planning	Goals and Objectives	18
11		Key Performance Indicators	19
12		Program Setup	39
13		Strategic Plans	9
14	Reviews	Fiscal Compliance	71
15		Intake	14
16		Program Compliance	160
17	Setup	Branding	5
18		Internal Organizations	13
19		User Profiles	2
20	**Grand Total**		**849**

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Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						- Business record level: Shows the old field value, new field value, timestamp of the change, and the user who made the change. Similarly, approval history shows an audit of who/which user approved what. In addition, GovGrants also automatically takes snapshots of the entire business record, each in a PDF format, upon critical transition points of a record (e.g., application submission, or application re-submission).
81	Functional	Security	The system must allow grantors to assign a status to grantees and this status should be configurable to restrict grantee activity in the system.	Required	**Fit**	GovGrants offers a status-based workflow for each record type, such as application, grant, progress reports, etc. As a given record progresses through the workflow (e.g., grantor approves a progress report), the system automatically updates its status (e.g., approved). Further, as the status of the record is updated in the system, GovGrants restricts what data fields can be updated in the record and by whom. These restrictions are completely configurable.
82	Functional	Security	The system can apply security restrictions to restrict data elements on system pages and system reports to authorized users (e.g., grantee user cannot view grant data for grants they are not assigned to manage).	Required	**Fit**	In GovGrants, access to data, reports, and functionalities is restricted based on roles and user groups defined in the system. By defining these roles and profiles, user permissions are managed at multiple levels, including modules, records, and field levels. This ensures that a grantee user can view only their grant data, and even internal users might have restricted access to certain data based on security and access considerations. There is no limit to the role / profile-based security level supported within GovGrants. It provides much control over data access and permissions that can be further configured based on the organization's needs.
83	Functional	Security	The system must allow for an RPOSD administrator with authorized role(s) to maintain users (e.g., modify / delete) and to setup automated user maintenance "jobs" (e.g., purging of inactive users).	Required	**Fit**	GovGrants enables authorized users to be set up as system administrators to manage user accounts and access. Administrators can activate or inactivate users directly within the system. GovGrants also supports automated back-end jobs that can inactivate user accounts for users who have not logged into the system in the last few weeks or months.
84	Functional	Training and User Support	The system must support the use of a training information page or "How to section to help users navigate the system.	Required	**Fit**	GovGrants deploys multiple mechanisms to help train / guide the end-user through the grants management processes, including customizable online contextual help (i.e., step-by-step on-screen dynamic instructions for completing an action), on-screen static instructions, field-level hover-over help text, FAQs, and an online knowledge base portal with key reference materials. System user manuals are also posted in the online knowledgebase for easy access. In addition, GovGrants also includes a Chatbot/GPT Support Assistant that can

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Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						provide users with answers related to system functionality, thus reducing the need for user support.
85	Functional	Training and User Support	The system must support a glossary of terms.	Required	**Fit**	A glossary of terms is available within the system and is included in the online knowledge base.
86	Technical	Grant Application	The system must support search and filter functionality that allows grantor and grantee staff to conduct advanced searches when looking for grants, such as wildcard searches, etc.	Required	**Fit**	GovGrants includes a powerful global search functionality that allows users to search using multiple keyword parameters (including wildcards,) and apply filters to view targeted lists of business records. Additionally, users can leverage robust search capabilities by using any field or characteristic, such as name, state, project ID, county, notes/comment fields, or file name of uploaded documents. This ensures that users (both grantor and grantee) can easily locate relevant information.
87	Technical	Interfacing	The system must be designed with a focus on simplicity and intuitiveness, providing a seamless user experience for both grantor and grantee users, incorporating best practices in user interfacing design.	Required	**Fit**	REI understands that deploying a system that offers ease of use and a user-friendly design is core to any agency broadly adopting a new online system. The GovGrants user interface was built utilizing modern web application design principles and usability best practices. Intuitive navigation, ease of search, numerous locations for user tooltips and help text, and the consistent visualization of data are themes for both internal and grantee users. In addition, grouping data and data elements is systematically designed to accelerate end-user adoption and minimize the need for extra training. In addition, GovGrants maintains a consistent look, feel, navigation, etc., for all the modules across the entire product to ensure users feel comfortable working within the system. We also utilize the built-in workflow automation, notifications, reminders, etc. to make it easy for the user to complete their transactions within the system easily.
88	Technical	Interfacing	The system must integrate / interface with the County's financial system, eCAPs (CGI Advantage ERP).	Required	**Fit**	It is very common for a GovGrants implementation to include system integration with a financial system. The ability to interface with third-party financial management systems (e.g., Oracle PeopleSoft, CGI Advantage, Oracle Financials, NetSuite, etc.) is a strength of the solution. GovGrants supports integrations through APIs, middleware / API Managers (i.e.: Mulesoft), and flat file integration.
89	Technical	Interfacing	The system must have analytical reporting features or have ability to connect / interface / integrate with a third party analytical application.	Optional	**Fit**	GovGrants provides an integrated Analytics module that provides standard Grants Management lifecycle reports and dashboards. Users can consume these reports as is or modify them (sort, filter, drill down) based on their reporting needs. Users can also create ad hoc reports using a drag-and-drop interface with all grant data elements.

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Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						GovGrants also offers integration with tools such as Tableau, PowerBI, and other statistics / modeling / data analysis software for more extensive analytical processing.
90	Technical	Interfacing	The system must provide advanced reporting and analytics capabilities, including customizable dashboards and real-time data visualization using Tableau, to support strategic decision-making.	Required	**Fit**	Please refer response to Requirement 89. GovGrants offers reporting and analytics capabilities out of the box including real-time and customizable dashboards via the Analytics module. For a more advanced version of analytics and visualization, to support tracking / monitoring of key metrics, GovGrants also provides a native connector to Tableau. REI can also set up Tableau dashboards based on RPSOD requirements at the time of project delivery.
91	Technical	Interfacing	The system must support API-based data integration capabilities, and allow downloading data for use in another reporting tool (e.g., PowerBI).	Required	**Fit**	GovGrants natively supports API-based data integration. All data within GovGrants is available for export / download for further processing in another system or tool such as PowerBI. GovGrants also offers a ready-made connector for PowerBI for advanced analytics.
92	Technical	Interfacing	The system must support document formats for upload including .pdf, .docx, .xlsx, .csv, .png, and .jpg.	Required	**Fit**	GovGrants supports the ability to upload all types of documents and handles storage, archive, parameter-based searches, and retrieval of these documents with associated metadata like author, created by, modified by, name, description, etc. File types include but are not limited to Microsoft Word, Microsoft Excel, Microsoft PowerPoint, .PNG, .JPG, .GIF, and PDF.
93	Technical	Interfacing	The system must support document formats for downloading as .pdf, and Excel/CSV	Required	**Fit**	GovGrants allows all reports to be saved, exported, and shared. Reports can be saved in multiple formats including XLS and CSV formats. In addition, GovGrants displays records in various list pages across all grant phases. A user can download the list of records from these list pages in PDF and XLS format.
94	Technical	Interfacing	The system must support linking grants project information to the LA Parks Portal (an Esri application).	Required	**Fit**	GovGrants facilitates system integration with third-party systems, including ESRI applications, both within and outside an organization. There are multiple options (Native APIs, Enterprise Service Bus, Email utility, etc.) to enable data to be written to and from external systems.
95	Technical	Interfacing	The system must allow for grantees to specify the location of grant scope by using "what3words" location and/or draw polygons on a map. This information and association data must be able to be utilized by RPOSD required by Park Investment Viewer and LA Parks Portal.	Optional	**Gap**	The GovGrants platform provides some capabilities for handling geospatial data. The system provides geocoding of addresses and locations for display on maps available out of the box. For external systems, GovGrants can share this data via custom integration either for the creation of new maps or updating exciting ones, for example on the LA Parks portal. If there are specific map use cases that are more complex, we can provide an API to connect with a tool like ArcGIS which can satisfy the requirements.

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96	Technical	Project Management	The system must allow authorized users to access historical data based on their current user permissions.	Required	**Fit**	GovGrants provides authorized users access to all data, historical and current, based on agreed-upon, pre-defined user access and security controls and permissions. GovGrants leverages the native Roles and Profiles (permission) capabilities to configure this access, as needed.
97	Technical	Security	The system must have the ability to automatically lock user accounts after a configured number of unsuccessful login attempts.	Required	**Fit**	GovGrants enforces a lockout function that disables an account combination after a predetermined number of failed login attempts. The policy currently in GovGrants disables user's access after 3 unsuccessful login attempts; however, this is configurable to RPSOD specific rules.
98	Technical	Security	The system must support user password reset through self-service functionality.	Required	**Fit**	All system users can retrieve or reset their passwords by selecting the 'Forgot Password' option on the GovGrants login page. This is a self-service approach that does not require System Administrator involvement.
99	Technical	Security	The system must automatically log a user out after a period of inactivity (timeout) that does not impact any background jobs (processes) that may have been launched by the user if the system automatically ends the inactive user's session.	Optional	**Fit**	GovGrants lets administrators control when an inactive user session expires. The default session timeout is two hours of inactivity, but other options are also available. When the session timeout is reached, users are prompted with a dialog that allows them to log out or continue working. If they don't respond to this prompt, they're logged out. This timeout setting can be applied at the profile level, thereby providing the ability to set different timeouts for internal and external users.
100	Technical	Security	The system must support the ability to secure data by field and by group (e.g., grant officers can see all the data for the grants / grantees they manage, RPOSD executives can see data for all grantees).	Required	**Fit**	User-level access is natively controlled by a combination of Roles and Profiles in GovGrants. Profiles define how a user with a profile accesses records, how they see data, and what they can do with the data. GovGrants provides the ability to control data access at the record and even individual field level. Roles define what data users can see in the system, in other words, record-level access is controlled using roles. Users at any given role level can view, edit, and report on all data owned by or shared with users below them in the hierarchy. Each user has one Profile and one Role. GovGrants provides controls to manage this access at a granular level, and the ability to share data across different roles, add extra permissions for a user, and combine similar sets of users into a group or a queue.
101	Technical	Security	The system must authenticate internal users against County Azure Active Directory.	Required	**Fit**	GovGrants can integrate and implement single sign-on authorization via direct authentication and Single Sign-On (SSO) third-party integration capabilities. This capability supports access authorization by diverse groups of users as needed. The multi-SSO offered

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Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						by the platform allows GovGrants to connect with multiple identity providers, including Azure AD.
102	Technical	Security	The system much manage non-RPOSD users account credentials itself.	Required	**Fit**	GovGrants provides detailed user management capabilities out of box, including for external non-RPSOD users. All users have to self-register with the system. The system creates the necessary user account / profile along with the security and access permissions based on pre-defined rules. All user login data is managed within the system for future authentication purposes. The system also provides self service capabilities for users to update their profile information, reset password etc.
103	Technical	Security	The system must support administrator user functionality to assign configured user profiles to different types of users.	Required	**Fit**	GovGrants includes comprehensive admin capabilities that enable authorized system admin users to configure / customize the system as required. This admin interface includes capabilities such as workflow rules, business processes, user permissions, data security and access, field and page layouts, reporting, escalations, assignments, emails / notifications and much more.
104	Technical	Security	The system must support functionality for a grantee user to submit a request to create a new grantee user and have that request managed through system workflow.	Required	**Fit**	Self-service is at the core of the GovGrants Recipient Portal. Recipients can register, manage their profiles, change users, manage password resets, and conduct transactions directly within GovGrants. A designated user within an external organization can invite additional authorized users within the organization to register in the system. The authorized user can use a link in the invitation email to then self-register.
105	Technical	Security	The Contractor to provide the Primary workflow explanation, and include documentation (e.g., swim-lane flow) for primary workflows, and screenshots of primary screens.	Required	**Fit**	GovGrants comes with a detailed functional requirements document (FRD) capturing all of the out-of-the-box validation rules, workflows, swim-lane flows, screenshots and error messages as pertinent to each of the grants lifecycle phases.
106	Technical	System Maintenance and Support	The system must be on infrastructure supported by a comprehensive disaster recovery plan.	Required	**Fit**	REI places great emphasis on business continuity and disaster recovery. REI deploys GovGrants Government customers on the Salesforce.com FedRAMP-certified government cloud plus infrastructure. In the event of a disaster, the platform Continuity of Operations (COOP) plans will restore the backup environments and REI will perform regression testing to ensure that GovGrants is fully operational. We commit to a Recovery Time Objective (RTO) of 12 hours and Recover Point Objective (RPO) of 4 hours after a disaster is declared.

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Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
107	Technical	System Maintenance and Support	The system must support periodic SaaS upgrades and the ability to implement enhancements at the discretion of RPOSD.	Required	**Fit**	GovGrants is built on an underlying SaaS platform that is seamlessly upgraded thrice a year. In addition, REI upgrades the GovGrants platform once a year. REI ensures that these upgrades are well-tested and do not compromise the continuity of operations. These upgrades include security enhancements as well as new capabilities. Any new enhancements to the functionality are possible and will be at the discretion of RPSOD.
108	Technical	System Maintenance and Support	Their system should have a 99% or greater uptime, outside of scheduled downtime (i.e., maintenance windows).	Required	**Fit**	GovGrants is natively deployed on the Salesforce.com platform which makes all commercially reasonable efforts to provide 7 x 24 x 365 availability except for specific upgrade and maintenance windows. The system has demonstrated a 99.9%+ uptime record for many years. The status of Salesforce's data centers is publicly available here: https://status.salesforce.com/status
109	Technical	System Maintenance and Support	The system must support data validation on entry through spell and format checks on any editable field, against RPOSD determined validation rules.	Required	**Fit**	GovGrants supports the spell-check and format check feature within text area fields. It also provides pre-configured validations in editable fields including logical validations. Additional validation rules can be configured based on RPSOD requirements.
110	Technical	System Maintenance and Support	The system must be Americans with Disabilities Act (ADA) compliant.	Required	**Fit**	REI's GovGrants® solution is fully compliant with ADA and Section 508 of the U.S. Rehabilitation Act, as amended. Our accessibility compliance efforts adhere to the most common Web content accessibility guidelines (WCAG). It should be noted that given REI's extensive work with government customers over the past 30+ years and prevailing need for accessibility, most of REI's Enterprise Software Solutions follow Section 508 and ADA requirements.
111	Technical	System Maintenance and Support	The system must allow users with the correct user permission to submit report change requests and have the request managed through an internal workflow.	Optional	**Fit**	We allow users to report change requests through our ticketing software, Zendesk. For additional details, refer to our response to item #1. REI CST will escalate all such change requests to RPOSD point of contact responsible for managing and approving them before REI implements the request.
112	Technical	Training and User Support	Contractor must provide RPOSD with a training environment for internal and external users.	Optional	**Fit**	Team REI provides a UAT environment for clients both pre-release and post-production roll out. The UAT environment is a replica of the production environment and is utilized for customer reviews, customer demos, validations, and for training of internal and external users without impact to the production system.

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Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
113	Technical	Training and User Support	The system must support functionality to embed Standard Operating Procedures (SOPs), training guides and policies within the system that can be accessed by users.	Required	Fit	GovGrants provides the capability to embed any documentation for help and for compliance needs. GovGrants provides customizable online contextual help (i.e., step-by-step onscreen dynamic instructions for completing an action), on-screen static instructions, field-level hover-over help text, FAQs, and an online knowledge base portal with key reference material. Additionally, system user manuals are posted online for easy access. Any other documentation such SOP, policies, etc. can be added to the system to be accessible by users. GovGrants also provides a Chatbot/GPT Support Assistant where users can interact with system documentation by asking relevant questions. This helps in providing self-service capability to both internal and grantee users, thereby reducing the time and effort that needs to be spent by RPOSD staff.

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C.8 Example RPOSD Project Management Plan (PMP)

REI provides a sample RPOSD Project Management Plan on the following pages.

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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

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Section 8.4 – Complaints	Within ten (10) business days after the Contract effective date, the Contractor must provide RPOSD with the Contractor's procedures for receiving, investigating, and responding to user complaints.	Inspection and Observation	$50 per day until the requirement is met.
Contract: Section 8.23 – General Provisions for all Insurance Coverage	Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs 8.23 and 8.24 of this Contract.	Inspection and Observation	$100 per day until the requirement is met.
Contract: Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37	Inspection of files	$100 per occurrence
Contract: Sub-paragraph 8.39 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	$500 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meeting.	Attendance	$50 per occurrence

Note: The above performance requirements summary is in addition to, and not a replacement of the terms and conditions specific in the contract.

County of Los Angeles
Regional Park and Open Space District
Pricing Schedule

Instructions: Please detail the fees associated with the implementation and use of your GMS application, including any hosting fees.

If software license cost are annual please include the respective cost amount for the specified contract period in the Licensing Cost Summary Table.

If software license costs are user based, please assume: 25 internal users and 1,200 external users and use the respective cost breakdown table below. Please specify "included" or "N/A" as appropriate for Unit Costs. For instance, if software license cost remain the same regardless of addtional users, please indicate "N/A" in the Unit Cost.

Addtionally, please add rows to the Licensing Cost Breakdown for additional "Other Costs" if there are other licensing costs that should be considered by RPOSD.

Licensing Cost Summary		
Software Area	**Cost**	
Licensing Cost Contract Year 1	$	112,537.00
Licensing Cost Contract Year 2	$	112,537.00
Licensing Cost Contract Year 3	$	112,537.00
Licensing Cost Contract Year 4	$	115,004.50
Licensing Cost Contract Year 5	$	117,518.25
Licensing Cost Contract Year 6	$	120,102.75
Licensing Cost Contract Year 7	$	122,734.75
Licensing Cost Contract Year 8	$	125,426.50
Licensing Cost Contract Month-to-Month Period	$	62,713.25
Total	**$**	**1,001,111.00**

Licensing Cost Breakdown - Year 1

Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs	$ 1,762.60	25	$ 44,065.00
External User Costs	54.56	1200	$ 65,472.00
Hosting	3,000	1	$ 3,000.00
Total Licensing Cost	$		112,537.00

Licensing Cost Breakdown - Year 2			
Licensing Detail	**Unit Cost**	**# of Users**	**Total Cost**
Internal User Costs	$ 1,762.60	25	$ 44,065.00
External User Costs	54.56	1200	$ 65,472.00
Hosting	3000	1	$ 3,000.00
Total Licensing Cost	$		112,537.00

Licensing Cost Breakdown - Year 3			
Licensing Detail	**Unit Cost**	**# of Users**	**Total Cost**
Internal User Costs	$ 1,762.60	25	$ 44,065.00
External User Costs	54.56	1200	$ 65,472.00
Other Costs	3,000	1	$ 3,000.00
Total Licensing Cost	$		112,537.00

Licensing Cost Breakdown - Year 4			
Licensing Detail	**Unit Cost**	**# of Users**	**Total Cost**
Internal User Costs	$ 1,802.26	25	$ 45,056.50
External User Costs	55.79	1200	$ 66,948.00
Other Costs	3,000	1	$ 3,000.00
Total Licensing Cost	$		115,004.50

Licensing Cost Breakdown - Year 5			
Licensing Detail	**Unit Cost**	**# of Users**	**Total Cost**

Internal User Costs	$ 1,842.81	25	$ 46,070.25
External User Costs	57.04	1200	$ 68,448.00
Other Costs	3,000	1	$ 3,000.00
Total Licensing Cost	$		117,518.25

Licensing Cost Breakdown - Year 6			
Licensing Detail	**Unit Cost**	**# of Users**	**Total Cost**
Internal User Costs	$ 1,884.27	25	$ 47,106.75
External User Costs	58.33	1200	$ 69,996.00
Other Costs	3,000	1	$ 3,000.00
Total Licensing Cost	$		120,102.75

Licensing Cost Breakdown - Year 7			
Licensing Detail	**Unit Cost**	**# of Users**	**Total Cost**
Internal User Costs	$ 1,926.67	25	$ 48,166.75
External User Costs	59.64	1200	$ 71,568.00
Other Costs	3,000	1	$ 3,000.00
Total Licensing Cost	$		122,734.75

Licensing Cost Breakdown - Year 8			
Licensing Detail	**Unit Cost**	**# of Users**	**Total Cost**
Internal User Costs	$ 1,970.02	25	$ 49,250.50
External User Costs	60.98	1200	$ 73,176.00
Other Costs	3,000	1	$ 3,000.00
Total Licensing Cost	$		125,426.50

Licensing Cost Breakdown - Month-to-Month Period			
Licensing Detail	**Unit Cost**	**# of Users**	**Total Cost**
Internal User Costs	$ 985.01	25	$ 24,625.25
External User Costs	30.49	1200	$ 36,588.00

Other Costs	1500	1	$ 1,500.00
Total Licensing Cost	$		62,713.25

County of Los Angeles
Regional Park and Open Space District
Pricing Schedule

Instructions: Please provide your costs for the completion of the statement of work deliverables associated with the GMS application implementation activities. These costs should be inclusive of all Proposer resources. All deliverables will have a deliverable review period that is mutually agreed upon by the Selected Contractor and RPOSD.

GMS Application Deliverable Cost Summary			
SOW Section	**Implementation Service**	**Implementation Deliverable**	**Cost**
9.2	Project Initiation and Management	Project Control Document and detailed work plan	$ 19,500.00
		Weekly and monthly status report templates	$ 4,000.00
		Total Deliverable(s) Cost	**$ 23,500.00**

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.3	Requirements Validation	Validated Requirements Traceability Matrix	$ 12,000.00
		Total Deliverable(s) Cost	**$ 12,000.00**

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.4	Security Design	Security architecture diagram	$ 8,000.00
		System security detail documentation	$ 8,000.00
		Total Deliverable(s) Cost	**$ 16,000.00**

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.5	Design & Configure the Solution	Functional/ configuration design documents	$ 15,000.00
		Documentation of custom code	$ 56,500.00
		Total Deliverable(s) Cost	**$ 71,500.00**

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.6	Technical Build	Complete inventory of integrations	$ 12,000.00
		Technical design documents, including integration design documentation	$ 82,500.00
		Final application architecture diagrams	$ 12,000.00
		Total Deliverable(s) Cost	**$ 106,500.00**

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.7	Data Conversion and Migration	Data conversion strategy and plan	$ 8,000.00
		Final data mapping	$ 12,000.00
		Conversion process design documents	$ 15,000.00
		Total Deliverable(s) Cost	**$ 35,000.00**

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.8	Testing	Test strategy and plan	$ 8,000.00
		Unit, integration, and end-to-end test cases	$ 18,000.00
		User acceptance test cases	$ 12,000.00
		Test summary reports (to be completed after	$ 10,000.00
		Total Deliverable(s) Cost	**$ 48,000.00**

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.9	Organizational Change Management and Training (OCMT)	Validated future state business process flow	$ 12,000.00
		Business process improvement report including	$ 6,000.00
		Training Plan	$ 8,000.00
		Training Materials / GMS User Guides	$ 15,000.00
		Completion of training delivery	$ 10,000.00
		Total Deliverable(s) Cost	**$ 51,000.00**

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.1	Deployment and Cutover	Deployment/cutover plan	$ 6,000.00
		Deployment criteria checklist	$ 6,000.00
		Total Deliverable(s) Cost	**$ 12,000.00**

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.11	Acceptance and Warranty Period	Acceptance and warranty period report (final	$ 6,000.00
		Total Deliverable(s) Cost	**$ 6,000.00**

Total Implementation Services Cost
$ 381,500.00

County of Los Angeles
Regional Park and Open Space District
Pricing Schedule

Instructions: Please provide your fees to complete the ongoing support and maintenance activities requested by RPOSD in the SOW. For the monthly support service report please indicate the yearly cost of the monthly support. System Support costs should be inclusive of any tools that are required to support M&S, such as backup/recovery, diagnostic, and / or management tools.

GMS Application Deliverable Fee Summary			
SOW Section	**Implementation Service**	**Maintenance and Support Deliverable**	**Cost**
9.13	System Support Services (Year 2)	Monthly support service report	$ -
	System Support Services (Year 3)	Monthly support service report	$ -
	System Support Services (Year 4)	Monthly support service report	$ -
	System Support Services (Year 5)	Monthly support service report	$ -
		Total	**$ -**

Optional GMS Application Deliverable Fee Summary			
SOW Section	**Implementation Service**	**Maintenance and Support Deliverable**	**Optional Costs**
9.13	System Support Services Renewal 1 (Year 6)	Monthly support service report	$ -
	System Support Services Renewal 1 (Year 7)	Monthly support service report	$ -
	System Support Services Renewal 2 (Year 8)	Monthly support service report	$ -
	System Support Services Renewal 2 (Month-to-Month Period)	Monthly support service report	$ -
		Total	**$ -**

County of Los Angeles
Regional Park and Open Space District
Pricing Schedule

Instructions:

Table 1: Proposers *must* complete Table 1 below for optional services outside the scope of this RFP. Note: These services are optional, and work on these services can only proceed upon written authorization by the RPOSD Project Manager. The resource title *examples* provided can serve as a useful reference when selecting resources to fulfill any additional services. Feel free to add any relevant resource titles and services, as needed. Minimum requirements for additional resources: Resources at an analyst level must have 3 years of relevant implementation experience; leads must have 5+ years of implementation experience. Hourly rates and Fixed Costs are inclusive of any expenses.

Table 2: Proposers *may* complete Table 2 below for optional enhancements recommended. Proposers are encouraged to be detailed in their description of the optional enhancements. Enhancements may be presented on a one-time and/or on-going cost basis. Enhancements are optional and work can only proceed upon written authorization by the RPOSD Project Manager.

Table 1: Cost Summary for Services Requested by RPOSD - Outside the Scope of the RFP

SOW Section	Resource Title		Fixed Hourly Rates For Future Support							
			Years 1 & 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Month-to-Month Period
2.1	Project Manager	On-Shore	$ 185.00	$ 185.00	$ 189.16	$ 193.42	$ 197.77	$ 202.22	$ 206.77	$ 17.23
	Functional / Business Analyst	On-Shore	$ 145.00	$ 145.00	$ 148.26	$ 151.60	$ 155.01	$ 158.50	$ 162.06	$ 13.51
	Systems Architect	On-Shore	$ 170.00	$ 170.00	$ 173.83	$ 177.74	$ 181.74	$ 185.82	$ 190.01	$ 15.83
	Developer	On-Shore	$ 140.00	$ 140.00	$ 143.15	$ 146.37	$ 149.66	$ 153.03	$ 156.47	$ 13.04
	QA / Tester	On-Shore	$ 125.00	$ 125.00	$ 127.81	$ 130.69	$ 133.63	$ 136.64	$ 139.71	$ 11.64
	OCMT / Trainer	On-Shore	$ 110.00	$ 110.00	$ 112.48	$ 115.01	$ 117.59	$ 120.24	$ 122.94	$ 10.25
	OCMT / OCM Trainer	On-Shore	$ 125.00	$ 125.00	$ 127.81	$ 130.69	$ 133.63	$ 136.64	$ 139.71	$ 11.64
	Support Services Lead	On-Shore	$ 125.00	$ 125.00	$ 127.81	$ 130.69	$ 133.63	$ 136.64	$ 139.71	$ 11.64
	Developer	Off-Shore	$ 35.00	$ 35.00	$ 35.79	$ 36.59	$ 37.42	$ 38.26	$ 39.12	$ 3.26
	QA / Tester	Off-Shore	$ 35.00	$ 35.00	$ 35.79	$ 36.59	$ 37.42	$ 38.26	$ 39.12	$ 3.26

Table 2: Optional Enhancement(s) Recommended by the Proposer - Outside the Scope of the RFP

SOW Section	Description of Optional Enhancement(s)	One Time Cost (if applicable)	Yearly Cost for Ongoing Optional Enhancements (if applicable)							
			Years 1 & 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Month-to-Month Period
2.1										

County of Los Angeles
Regional Park and Open Space District
Pricing Schedule

Total Project Cost Summary		
Scope Area	**Total Cost**	
Implementation Services Cost	$	381,500.00
Licensing Cost Contract Year 1	$	112,537.00
Subtotal Year 1	$	494,037.00
System Support Services Contract Year 2	$	-
Licensing Cost Contract Year 2	$	112,537.00
Subtotal Year 2	$	112,537.00
System Support Services Contract Year 3	$	-
Licensing Cost Contract Year 3	$	112,537.00
Subtotal Year 3	$	112,537.00
System Support Services Contract Year 4	$	-
Licensing Cost Contract Year 4	$	115,004.50
Subtotal Year 4	$	115,004.50
System Support Services Contract Year 5	$	-
Licensing Cost Contract Year 5	$	117,518.25
Subtotal Year 5	$	117,518.25
Base Contract Total (Years 1 - 5)	**$**	**951,633.75**
System Support Services Contract Year 6	$	-
Licensing Cost Contract Year 6	$	120,102.75
Subtotal Year 6	$	120,102.75
System Support Services Contract Year 7	$	-
Licensing Cost Contract Year 7	$	122,734.75

Subtotal Year 7	$	122,734.75
System Support Services Contract Year 8	$	-
Licensing Cost Contract Year 8	$	125,426.50
Subtotal Year 8	$	125,426.50
System Support Services Contract for the Month-to-Month Period	$	-
Licensing Cost Contract for the Month-to-Month Period	$	62,713.25
Subtotal for the Month-to-Month Period	$	62,713.25
Optional Contract Total Costs (Years 6 - 8 and Month-to-Month Period)	**$**	**430,977.25**
Total (Years 1 - 8 and Month-to-Month Period)	**$**	**1,382,611.00**
10% Contingency	**$**	**138,261.00**
GRAND TOTAL	**$**	**1,520,872.00**

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.

Proposal Basis of Assumptions

#	Description
	Implementation Assumptions
1	REI will implement "As a Grantor" functionality as part of this implementation.
2	The total implementation cost proposed is based on 1 release over a period of approximately 5 months total duration. Changes to the proposed schedule may require discussion between REI and the RPOSD to minimize cost impact. Any deviation from the agreed-upon project schedule (for cost or no cost) of more than 2 weeks will require a formal contract modification.
3	REI's cost proposal is based upon a project schedule and timely adherence from the RPOSD's stakeholders. If RPOSD stakeholders are unavailable to support the already agreed-upon project timeline, such as the Gap Analysis sessions, UAT sessions, etc., additional costs may accrue due to timeline extensions. For any unscheduled delays caused by RPOSD stakeholders, the RPOSD will work together with REI to manage the delays which may result in reprioritization, a decrease in scope, or additional resources provided by RPOSD and not necessarily a change request. A change request shall only be made if REI and RPOSD cannot, in good faith, otherwise, resolve any unscheduled delays caused by RPOSD's stakeholders.
4	The RPOSD should assign at a minimum a Project Manager, Functional Lead, and Technical/Integration Lead for the duration of the project.
5	The RPOSD will assign a point of contact for all functional requirements and signoff. The RPOSD will also assign a point of contact for all project escalations.
6	REI will not perform any business process reengineering as part of the implementation. There will be some existing RPOSD processes that will need to be changed to adhere to GovGrants native capabilities.
7	The RPOSD will establish a formal Project Governance Board (PGB) which will prioritize system capabilities and address any issues relating to project scope and functional changes in the context of the contract.
8	The RPOSD will also set up a monthly executive touchpoint between the REI Executive and RPOSD Executives/Sponsors to provide oversight of the project.
9	All project delivery activities will be conducted remotely from REI's offices in Sterling, VA, except for pre-agreed on site meetings.
10	Travel to the RPOSD site is not included in the price proposal. In case RPOSD wants REI staff to travel to the RPOSD office for in-person meetings, REI will charge the RPOSD on actuals as per REI's travel policy.
11	REI will produce only the formal project artifacts specified below: · Project management plan · Technical Design Document · System Architecture / Documentation · Data Conversion plan · Requirements traceability matrix · Master test plan · Training plan · User Guides / Documentation · Deployment Cutover Plan
12	The cost estimates herein do not account for substantial changes to the base GovGrants product documentation beyond what is codified herein.

For any formal project artifact, there shall be no more than 2 revisions before it is assumed to be final and approved. The RPOSD will provide feedback on any formal artifact within 5 business days. To adhere to the project schedule, if the RPOSD does not provide feedback within 5 business days, the deliverable will be deemed approved. REI will submit deliverable acceptance documentation with the invoice submission. In case additional information is needed by the billing
13 department, it is the responsibility of the RPOSD's project team to provide additional information for the payment of invoices.

Historical Data migration cost is included in the cost proposal. Typically, data migration using the standard data migration templates provided by REI requires
14 350-400 hours of support. In case data migration requires additional effort, REI will work with the RPOSD to determine its impact on the schedule and cost.
15 The Cost Proposal includes integration with the following Federal and RPOSD systems:

- Configure Integration with SAM.gov (included in base GovGrants);
- Configure Integration with eCaps (Financial Accounting System);
- Configure Integration with LDAP (Active Directory);
- Configure Integration with RPOSD Data Warehouse (Third-Party Reporting);
- Configure Integration with Esri LA Parks Portal (please see #16 below);
- Configure Integration with Digital Signature;
- Configure Integration with Office365;

Integration with the Esri LA Parks Portal (Esri) is included in the cost proposal. REI estimates that the integration with Esri will require 200-225 hours of support.
16 In case the Esri integration requires additional effort, REI will work with the RPOSD to determine its impact on the schedule and cost.
17 As part of the customizations, REI will develop:

- 30 RPOSD program-specific (5 High, 10 Medium, and 30 Low complexity) forms;
- 2 budget templates (Award, Payment Request);
- 3 RPOSD specific workflows;
- 20 custom email templates; and
- 20 custom reports;

The cost of implementation is based on REI's high-level understanding of the requirements based on limited details provided within the RFP. These
18 requirements need to be discussed in detail as part of the Gap Analysis. The findings of these discussions may impact the customization and integration costs.
19 User Acceptance Testing (UAT) will be performed in accordance with an agreed-upon project schedule.
To ensure GMS deployment quality and timelines are met, a timely agreement on the resolution of the UAT comments, as specified in the project schedule, is
20 assumed between REI and the RPOSD.
Any feedback received after the UAT window is closed will be added to the backlog. Any reported issues will be handled after the deployment of the release
21 into the production environment.
REI will provide 5 total training sessions to the RPOSD and 6 office hours sessions over the course of the project. All trainings will be remote/virtual. Any of these
22 sessions may be recorded by RPOSD staff if desired.

- One (1) two-day sessions to RPOSD Staff;
- One (1) three-day training sessions to RPOSD administrators;
- One (1) two-day train-the-trainer sessions to RPOSD staff;
- Two (2) half-day training sessions to external RPOSD grantees; and

- Six (6) two-hour sessions of office hours to meet additional RPOSD training needs.

In case the RPOSD needs REI to provide additional training sessions, REI can support them on a time and materials (T&M) basis.

License Assumptions

REI will deploy GovGrants on a FedRAMP-certified Government Plus cloud for the RPOSD.

The GovGrants annual license fee includes up to 480 hours of annual Technical Product (Tier II) and Platform (Tier III) support at no additional cost. The license cost does not include day-to-day end-user support (Tier I). The RPOSD can engage REI to provide Tier I support at an additional cost.

The license fee includes the underlying Salesforce platform license cost.

REI will provide the technical support during weekdays (Monday – Friday) from 8:00 a.m. to 6:00 p.m., Eastern Standard Time, with the exception of Federal Government holidays.

The GovGrants license fees are based on the type of user and the license quantity required for a given year. All license fees are charged upfront on an annual basis. Additional licenses can be procured throughout the year, if needed, at a prorated cost.

GovGrants has two distinct license types – Internal User and External User. The scope of license capabilities is "As a Grantor". A detailed description of each is provided below:

Internal User: Users who are (typically) employees responsible for either the programmatic, financial, or both aspects of grants management across the entire lifecycle. This user type includes program managers, grants managers, fiscal staff, and leadership within and across agencies.

External User: Users who are (typically) external grant recipients, application reviewers, and subject matter experts (SME).

The GovGrants per license price quoted herein is based on a volume of 25 internal users and 1,200 external / grantee users. Any reduction in license volume will increase the per-user license cost for the remaining licenses.

The RPOSD can procure additional internal user licenses (SKU LAP-01-02) for $1,762.60/year and additional external grant recipient user licenses in packs of 100 for $5,456/year (SKU LAP-10-02).

Any reductions to the license count for the subsequent contract year require RPOSD to notify REI at least 30 business days in advance of the end of the current license year.

REI will deploy four environments as part of the project implementation – DEV, TEST, UAT, and PROD. Once GovGrants is in production, the RPOSD will have access to PROD and UAT sandbox.

The RPOSD may request an additional full copy sandbox to create an STG (Production-like) environment for the purpose of training or troubleshooting issues with production data. Additional full-copy sandboxes will cost an additional 10% of the total license value.

There will be no yearly escalation to the license or Additional Services cost for the first 3 years of the contract. Starting in year 4, there will be a 2.25% annual COLA increase for License and Additional Services costs.

Exhibit C-17. REI Proposes a 5-Month Schedule to Deliver the GMS to the RPOSD
To address RPOSD's needs, REI plans a single-release approach.

Task Name	Duration	Start	Finish
LA Parks RPOSD GMS Implementation Project	**172 days**	**Tue 7/1/25**	**Wed 2/25/26**
Implementation	**113 days**	**Tue 7/1/25**	**Thu 12/4/25**
Start Project	0 days	Tue 7/1/25	Tue 7/1/25
Envision	**37 days**	**Tue 7/1/25**	**Wed 8/20/25**
Kickoff	**9 days**	**Tue 7/1/25**	**Fri 7/11/25**
Prepare for Kickoff	0 days	Tue 7/1/25	Tue 7/1/25
Hold Kickoff	1 day	Tue 7/1/25	Tue 7/1/25
Milestone 1: Kickoff Complete	**0 days**	**Tue 7/1/25**	**Tue 7/1/25**
Create Draft Project Plan	1 day	Wed 7/2/25	Wed 7/2/25
Review Project Plan	1 day	Thu 7/3/25	Thu 7/3/25
Address Review Feedback	1 day	Fri 7/4/25	Fri 7/4/25
Receive Customer Approval	5 days	Mon 7/7/25	Fri 7/11/25
Deliverable: Project Control Document and detail work	0 days	Fri 7/11/25	Fri 7/11/25
Deliverable: Conversion Process Design Document	0 days	Fri 7/11/25	Fri 7/11/25
Deliverable: Data Conversion Strategy and Plan	0 days	Fri 7/11/25	Fri 7/11/25
Deliverable: Test Strategy and Plan	0 days	Fri 7/11/25	Fri 7/11/25
Deliverable: Weekly and Monthly Status report templates	0 days	Fri 7/11/25	Fri 7/11/25
Milestone 2: Project Plan Baseline	**0 days**	**Fri 7/11/25**	**Fri 7/11/25**
Environment Setup	**4 days**	**Mon 7/7/25**	**Thu 7/10/25**
Procure Licenses	1 day	Mon 7/7/25	Mon 7/7/25
Set up Customer Org (Dev, Test, and Prod)	1 day	Tue 7/8/25	Tue 7/8/25
Set up CM Tools	1 day	Wed 7/9/25	Wed 7/9/25
Set up Code and Document Repository	1 day	Thu 7/10/25	Thu 7/10/25
Milestone 3: Environment Ready	**0 days**	**Thu 7/10/25**	**Thu 7/10/25**
Install GovGrants solution	**23 days**	**Thu 7/10/25**	**Mon 8/11/25**
Set up system master and reference data	5 days	Thu 7/10/25	Wed 7/16/25
Set up branding, user profiles, permissions	3 days	Thu 7/17/25	Mon 7/21/25
Configure standard GMS	15 days	Tue 7/22/25	Mon 8/11/25
Milestone 4: GovGrants Base Product Installation Completed	**0 days**	**Mon 8/11/25**	**Mon 8/11/25**
Product Walkthrough Standard Product Capabilities and Gap Analysis	**23 days**	**Wed 7/2/25**	**Fri 8/1/25**
Provide GovGrants Walkthrough	10 days	Wed 7/2/25	Tue 7/15/25
Provide GovGrants Standard Artifacts (Process flows, FRDs)	1 day	Wed 7/2/25	Wed 7/2/25
Collect & Inventory Customer Artifacts (Processes, forms)	5 days	Wed 7/2/25	Tue 7/8/25
Conduct Detailed Gap Analysis	20 days	Wed 7/2/25	Tue 7/29/25
Prepare and Present Gap Analysis Report	2 days	Wed 7/30/25	Thu 7/31/25
Revise Scope/Cost if needed based on gaps	1 day	Fri 8/1/25	Fri 8/1/25
Milestone 5: Product Walkthrough Completed	**0 days**	**Fri 8/1/25**	**Fri 8/1/25**
Milestone 6: Gap Analysis Completed	**0 days**	**Fri 8/1/25**	**Fri 8/1/25**
Integrated Baseline Review (IBR)	**5 days**	**Mon 8/4/25**	**Fri 8/8/25**
Prepare and Submit IBR Report	2 days	Mon 8/4/25	Tue 8/5/25
Create/Update Management Plans	2 days	Wed 8/6/25	Thu 8/7/25

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Task Name	Duration	Start	Finish
Revise Schedule / WBS	1 day	Fri 8/8/25	Fri 8/8/25
Milestone 7: Integrated Baseline Review Completed	**0 days**	**Fri 8/8/25**	**Fri 8/8/25**
Customization Requirements & Design	**8 days**	**Mon 8/11/25**	**Wed 8/20/25**
Collect & Inventory Customer Artifacts (interface details, APIs, documentation)	3 days	Mon 8/11/25	Wed 8/13/25
Review material and build into design	5 days	Thu 8/14/25	Wed 8/20/25
Deliverable: Technical Design Documents	0 days	Wed 8/20/25	Wed 8/20/25
Deliverable: Final application architecture diagrams	0 days	Wed 8/20/25	Wed 8/20/25
Deliverable: Functional / configuration design documents	0 days	Wed 8/20/25	Wed 8/20/25
Deliverable: Security architecture diagram	0 days	Wed 8/20/25	Wed 8/20/25
Milestone 8: Customization Requirements Completed	**0 days**	**Wed 8/20/25**	**Wed 8/20/25**
Release 1	**76 days**	**Thu 8/21/25**	**Thu 12/4/25**
Build	**47 days**	**Thu 8/21/25**	**Fri 10/24/25**
Customization	**47 days**	**Thu 8/21/25**	**Fri 10/24/25**
Customize forms, workflows, e-mail templates, reports	35 days	Thu 8/21/25	Wed 10/8/25
Configuration "As a Grantor"	**30 days**	**Thu 8/21/25**	**Wed 10/1/25**
Configure “Pre-Award” (Planning, Announcement, Application	10 days	Thu 8/21/25	Wed 9/3/25
Configure “Award” (Award Negotiation, FDM, Award Issuance)	10 days	Thu 9/4/25	Wed 9/17/25
Configure “Post-Award” (Amendments, Monitoring, Closeout)	10 days	Thu 9/18/25	Wed 10/1/25
Deliverable: Unit, integration, and end-to-end test cases	0 days	Wed 10/8/25	Wed 10/8/25
Perform Integration and Testing	35 days	Mon 8/25/25	Fri 10/10/25
Create Requirements Traceability Matrix	10 days	Mon 10/13/25	Fri 10/24/25
Deliverable: Requirements Traceability Matrix	0 days	Fri 10/24/25	Fri 10/24/25
Hands-on review " As a Grantor"	**28 days**	**Thu 9/4/25**	**Mon 10/13/25**
Demo forms, workflows, e-mail templates, reports	3 days	Thu 10/9/25	Mon 10/13/25
Demo “Pre-Award” (Planning, Announcement, Application	3 days	Thu 9/4/25	Mon 9/8/25
Demo “Award” (Award Negotiation, FDM, Award Issuance)	3 days	Thu 9/18/25	Mon 9/22/25
Demo “Post-Award” (Amendments, Monitoring, Closeout)	3 days	Thu 10/2/25	Mon 10/6/25
Test Data Migration	**29 days**	**Thu 8/21/25**	**Tue 9/30/25**
Discovery	**5 days**	**Thu 8/21/25**	**Wed 8/27/25**
Create GovGrants data template	3 days	Thu 8/21/25	Mon 8/25/25
Walkthrough GovGrants data template	2 days	Tue 8/26/25	Wed 8/27/25
Design	**5 days**	**Thu 8/28/25**	**Wed 9/3/25**
Confirm mapping with RPOSD	3 days	Thu 8/28/25	Mon 9/1/25
Deliverable: Final Data Mapping	0 days	Mon 9/1/25	Mon 9/1/25
Review data to be migrated	2 days	Tue 9/2/25	Wed 9/3/25
Develop	**17 days**	**Thu 9/4/25**	**Fri 9/26/25**
Develop scripts / Salesforce Data Loader	5 days	Thu 9/4/25	Wed 9/10/25
Adjust load based on sample	10 days	Thu 9/11/25	Wed 9/24/25
Perform data migration	2 days	Thu 9/25/25	Fri 9/26/25
Validate	**2 days**	**Mon 9/29/25**	**Tue 9/30/25**
Validate data migrated	2 days	Mon 9/29/25	Tue 9/30/25

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Task Name	Duration	Start	Finish
Integration with External Systems	**40 days**	**Thu 8/21/25**	**Wed 10/15/25**
Requirements and Design	**5 days**	**Thu 8/21/25**	**Wed 8/27/25**
Document Integration Requirements	3 days	Thu 8/21/25	Mon 8/25/25
Create Integration Design Document	2 days	Tue 8/26/25	Wed 8/27/25
Deliverable: Complete inventory of integrations	0 days	Thu 8/21/25	Thu 8/21/25
Develop	**35 days**	**Thu 8/28/25**	**Wed 10/15/25**
Configure Integration with eCAPS (Financial Accounting System)	20 days	Thu 8/28/25	Wed 9/24/25
Configure Integration with LDAP (Active Directory)	5 days	Thu 9/25/25	Wed 10/1/25
Configure Integration with Third-Party Reporting (RPOSD Data Warehouse)	5 days	Thu 10/2/25	Wed 10/8/25
Configure Integration with Office 365	1 day	Thu 9/25/25	Thu 9/25/25
Configure Integration with Esri LA Parks Portal (GPS)	10 days	Thu 10/2/25	Wed 10/15/25
Test	**1 day**	**Thu 9/25/25**	**Thu 9/25/25**
Perform Integration Test	1 day	Thu 9/25/25	Thu 9/25/25
Deploy	**39 days**	**Mon 10/13/25**	**Thu 12/4/25**
Deliverable: User acceptance test cases	0 days	Thu 10/23/25	Thu 10/23/25
Deliverable: Deployment/cutover plan	0 days	Thu 10/23/25	Thu 10/23/25
Deliverable: Deployment criteria checklist	0 days	Thu 10/23/25	Thu 10/23/25
Deliverable: Training Plan	0 days	Thu 10/23/25	Thu 10/23/25
Test	**29 days**	**Mon 10/13/25**	**Thu 11/20/25**
Perform Regression Testing and Fixes	6 days	Mon 10/13/25	Mon 10/20/25
Milestone 9: Internal Regression Testing Completed	**0 days**	**Mon 10/20/25**	**Mon 10/20/25**
Revise GovGrants OOTB Artifacts (Process flows, FRDs)	3 days	Tue 10/21/25	Thu 10/23/25
Create UAT scripts	3 days	Tue 10/21/25	Thu 10/23/25
UAT and Fixes	20 days	Fri 10/24/25	Thu 11/20/25
Milestone 10: UAT Completed	**0 days**	**Thu 11/20/25**	**Thu 11/20/25**
Deliverable: Test summary reports	0 days	Thu 11/20/25	Thu 11/20/25
Deliverable: Validated future state business process flow	0 days	Thu 11/20/25	Thu 11/20/25
Deliverable: Documentation of custom code	0 days	Thu 11/20/25	Thu 11/20/25
Conduct Training	**12 days**	**Fri 10/24/25**	**Mon 11/10/25**
Prepare Training Content	5 days	Fri 10/24/25	Thu 10/30/25
Internal User Training	2 days	Fri 10/31/25	Mon 11/3/25
External User Training	2 days	Tue 11/4/25	Wed 11/5/25
Train-the-Trainer	2 days	Thu 11/6/25	Fri 11/7/25
Administrator Training	3 days	Thu 11/6/25	Mon 11/10/25
Deliverable: Training Materials / GMS User Guides	0 days	Thu 10/30/25	Thu 10/30/25
Deliverable: Completion of training delivery	0 days	Thu 10/30/25	Thu 10/30/25
Deploy Release 1 to Production	3 days	Fri 11/21/25	Tue 11/25/25
Data Migration	**7 days**	**Wed 11/26/25**	**Thu 12/4/25**
Perform data migration	5 days	Wed 11/26/25	Tue 12/2/25
Validate data migrated	2 days	Wed 12/3/25	Thu 12/4/25
Release 1 Go-Live	0 days	Tue 11/25/25	Tue 11/25/25
Milestone 11: Release 1 Completed	**0 days**	**Tue 11/25/25**	**Tue 11/25/25**
Deliverable: Acceptance and warranty period report	0 days	Wed 11/26/25	Wed 11/26/25
Deliverable: System security detail documentation	0 days	Tue 11/25/25	Tue 11/25/25
Hypercare	66 days	Wed 11/26/25	Wed 2/25/26
End Project	0 days	Wed 2/25/26	Wed 2/25/26

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is subject to the restriction on the title page of this proposal.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

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

safeguards and common controls in place or those planned for meeting the County's information security requirements.

i. **Information Technology**: any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

j. **Integrity**: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

k. **Mobile Device Management (MDM**): software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.

l. **Privacy Policy**: high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.

m. **Privacy Program**: A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.

n. **Risk**: a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

o. **Threat**: any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

p. **Vulnerability**: a weakness in a system, application, network or process that is subject to exploitation or misuse.

q. **Workforce Member**: employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

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

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

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

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

3. **PROPERTY RIGHTS TO COUNTY INFORMATION**

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

a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. **CONTRACTOR'S USE OF COUNTY INFORMATION**

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

5. **SHARING COUNTY INFORMATION AND DATA**

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

6. **CONFIDENTIALITY**

a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives

a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information**. The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

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

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

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

a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

b. **Method of Destruction**. The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. **PHYSICAL AND ENVIRONMENTAL SECURITY**

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

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

12. **OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

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

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

13. **ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;

c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

d. Applications will include access control to limit user access to County Information and application system functions;

e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. **SECURITY AND PRIVACY INCIDENTS**

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

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

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

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

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

Departmental Information Security Officer:
Ken Ta
Dpt. Information Security Officer
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803
(626) 588-5020

Ken Ngoy (ADISO)
Assistant Dpt. Information Security Officer
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803
(626) 588-5011

b. Include the following Information in all notices:

i. The date and time of discovery of the Incident,

ii. The approximate date and time of the Incident,

iii. A description of the type of County Information involved in the reported Incident, and

iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

15. **NON-EXCLUSIVE EQUITABLE REMEDY**

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

16. **AUDIT AND INSPECTION**

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

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same

upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

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

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

17. CYBER LIABILITY INSURANCE

Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.
The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least $ 2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber

liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.

b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty- four (24) hours implement the Contractor's Business Continuity

Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

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

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

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

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

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

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

d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

e. **Audit and Certification:** The Contractor agrees to conduct 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 County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County 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 County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.

g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.

h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:

   i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;

   ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;

   iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and

   iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.

b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.

c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot

do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).

d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.

e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).

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

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

PRICING SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

RPOSD'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

DEPARTMENT'S PROJECT DIRECTOR:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Facsimile:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

DEPARTMENT'S PROJECT MANAGER:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Facsimile:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

DEPARTMENT'S PROJECT MONITOR:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Facsimile:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: REI SYSTEMS, INC.
CONTRACT NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT MANAGER:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Facsimile:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Facsimile:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Facsimile:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Facsimile:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

IT CONTRACTS

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

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name: REI SYSTEMS, INC. Contract No Click or tap here to enter text.

Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation 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.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

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

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name: REI SYSTEMS, INC. Contract No Click or tap here to enter text.

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

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation 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.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

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

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.


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
21
98
FIRE STATION

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

BabySafeLA.org

ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?
The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?
After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:
You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org
English, Spanish and 140 other languages spoken.

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

H1 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

H2 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

EXHIBIT H1

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Click or tap here to enter text., a Click or tap here to enter text.
, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, Regional Park and Open Space District ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to 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 aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment will include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number Click or tap here to enter text.for Click or tap here to enter text., dated Click or tap here to enter text.
, as amended by Amendment Number Click or tap here to enter text., dated Click or tap here to enter text.
,
{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Click or tap here to enter text.
Date

Grantor's Printed Name: Click or tap here to enter text.

Grantor's Position: Click or tap here to enter text.

EXHIBIT H2

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Click or tap here to enter text., 20 Click or tap here to enter text., before me, the undersigned, a Notary Public in and for the State of California, personally appeared Click or tap here to enter text., personally known to me or proved to me on the basis of satisfactory evidence to be the Click or tap here to enter text.of Click or tap here to enter text., the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Click or tap here to enter text.

NOTARY PUBLIC

INTENTIALLY OMITTED

CHARITABLE CONTRIBUTIONS CERTIFICATION

REI SYSTEMS, INC.

Company Name

14325 Willard Road, Suite 200, Chantilly, VA 20151

Address

Click or tap here to enter text.

Internal Revenue Service Employer Identification Number

Click or tap here to enter text.

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____ Date: Click or tap here to enter text.

Printed Name: Click or tap here to enter text. Title: Click or tap here to enter text.

EXHIBIT A

STATEMENT OF WORK

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SOW ATTACHMENTS

1 Contract Discrepancy Report (CDR)

2 Performance Requirements Summary (PRS)

3 RPOSD GMS List of Requirements

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

1.1 Purpose

The purpose of this Statement of Work (SOW) is to define the scope, deliverables, and responsibilities associated with the development and implementation of a new Grants Management System (GMS) for the Los Angeles County Regional Park and Open Space District (RPOSD). The New GMS will replace RPOSD's Legacy GMS and is intended to modernize, streamline, and enhance RPOSD's grantmaking operations and stakeholder engagement.

1.2 Objectives

REI. (REI) shall be responsible for leading the implementation of the proposed New GMS and completing all specific Work Requirements included in Section 9 of this SOW. Through the completion of the requested implementation activities, RPOSD intends to achieve the following future state objectives:

1.2.1 Grants business process transformation: The Webgrants solution also known as GMS (Legacy GMS) requires RPOSD and external grantee users to complete manual processes within the system. This increases the time to complete business processes, duplicates user activities, and increases the likelihood of data entry errors. REI will implement a new GMS that streamlines and modernizes business processes by taking advantage of operational process automation, improved workflow functionality and streamlined workforce management, reduced need for manual data entry, and enhanced communications between RPOSD and grantees. By taking advantage of this business transformation opportunity, RPOSD envisions improving the relationship with grantees and providing enhanced value and benefits to the constituents of Los Angeles County.

1.2.2 Enhanced Self-Service Portal capabilities: RPOSD seeks to enhance grantee self-service capabilities with a grantee self-service portal that improves communication and coordination with RPOSD grant officers, enhances tracking of grant activities, grant reimbursement processing, account and user administration, and grantee reporting functionality.

1.2.3 Improved workflow functionality: The Legacy GMS has basic workflow capabilities that RPOSD seeks to improve by implementing a new GMS with enhanced workflow functionality that can help ensure that tasks are carried out quickly and efficiently by grantor and grantee users, with pre-defined activities and user notifications. Where possible, RPOSD also seeks to automate workflow activities to help reduce the number of routine tasks RPOSD resources and grantees must complete.

1.2.4 Improved reporting capabilities: RPOSD seeks to enable users to generate and modify their own reports without requiring technical support

from IT resources, while improving the quality of the standard reports available to users. Current reporting capabilities of the legacy GMS are limited and RPOSD desires improved reporting capabilities that can assist us in improving business operations and streamline financial, management, transactional, and compliance reporting.

1.2.5 Successful Data Migration and Transition: Ensure the accurate, secure, and complete migration of historical and active data from RPOSD's Legacy GMS into the New GMS, minimizing downtime, preserving data integrity, and supporting a seamless transition for internal users and external grantees.

1.3 Scope

REI shall provide all services, resources, project management, technology, and deliverables necessary to implement a comprehensive, scalable, secure, and user-friendly GMS in alignment with RPOSD's business and technical needs. The scope includes, but is not limited to:

1.3.1 Project Planning and Kickoff – including stakeholder alignment, detailed work plan, and final schedule.

1.3.2 System Configuration, Validation and Development – inclusive of workflows, business rules, templates, dashboards, and reports tailored to RPOSD's program needs.

1.3.3 System Integration – including integration with internal systems such as Esri GIS, eCAPS (County Financial System), and others as identified by RPOSD.

1.3.4 Data Migration – safe and accurate transfer of historical and active data from RPOSD's Legacy GMS to the new system.

1.3.5 Testing – encompassing system, integration, User Acceptance Testing (UAT), and resolution of identified issues.

1.3.6 Training – comprehensive training for system administrators, program staff, and external users.

1.3.7 Deployment and Go-Live Support – including production environment setup, go-live planning, and user onboarding.

1.3.8 Post-Implementation Stabilization – monitoring, bug resolution, and minor adjustments during the stabilization period.

1.3.9 Support Services – including system maintenance, user support, system updates, and long-term enhancements under agreed Service Level Agreements (SLAs).

1.4 Functional Requirements Compliance

REI shall deliver a system that satisfies the business, functional, and technical requirements outlined in Attachment 3 – RPOSD System Requirements of the RFP. REI's proposal identified each requirement as a fit or gap, and this response shall serve as the baseline for system delivery unless otherwise amended in writing during requirements validation.

1.5 Deliverables

REI shall be responsible for completing the below list of deliverables (see 'REI Deliverable Name' column) during the implementation and maintenance and support service periods requested by RPOSD. Additional details for the requested deliverables can be found in Section 9, Specific Work Requirements. Contractor Deliverables

REI will be responsible for completing the below list of deliverables (see 'REI Deliverable Name' column) during the implementation and maintenance and support service periods requested by RPOSD. Additional details for the requested deliverables can be found in **Section 9, Specific Work Requirements**.

SOW Section	Implementation or System Support Service	RPOSD Deliverable Name	REI Deliverable Name
9.2	Project Initiation Management	Project Control Document (PCD)	Project Management Plan (with project control approach)
		Weekly and monthly status report templates	Weekly and monthly status report templates
9.3	Requirements Validation	Validated requirements traceability matrix	Requirements Traceability Matrix
9.4	Security Design	Security architecture diagram	Security Architecture Diagram (to be included in the System Security Plan (SSP))
		System security detail documentation	Platform SSP Document
9.5	Design and Configure the Solution	Functional / configuration design documents	Functional Requirements Specifications
		Documentation of custom code	Technical Specifications Document
9.6	Technical Build	Complete inventory of integrations	Technical Design Document

		Technical design documents, including integration design documentation	Technical Design Document
		Final application architecture diagrams	Technical Design Document
9.7	Data Conversion and Migration	Data conversion strategy and plan	Data Conversion Plan
		Final data mapping	Data Mapping Document
		Conversion process design documents	Data Conversion Plan
9.8	Testing	Test strategy and plan	Test Strategy Document; Project Schedule (with Testing activities)
		Unit, integration, and end-to-end test cases	Requirements Traceability Matrix
		User acceptance test cases	UAT Scripts
		Test summary report (to be completed after each test cycle)	Test Summary Report
9.9	Organizational Change Management and Training (OCMT)	Validated future state business process flows	Functional Requirements Specifications (with To-Be process flows)
		Business process improvement report including KPIs	To be determined during functional requirements
		Training plan	Training Plan
		Training materials / GMS user guides	User Guides
		Completion of training delivery	Training to RPOSD staff, RPOSD Trainer, RPOSD Administrator, and RPOSD grantees.
9.10	Deployment and Cutover	Deployment / cutover plan	Deployment Cutover Plan
		Deployment criteria checklist	Deployment Cutover Plan
9.11	Acceptance and Warranty Period	Acceptance and warranty period report (final deployment acceptance)	Acceptance and Warranty Period Report

9.13	Maintenance and Support Services	Monthly support service report	Monthly Support Summary Report

2 TERM AND PROJECT SCHEDULE

2.1 Term of Agreement

The term of this Agreement shall commence upon the Effective Date of execution by all parties and shall remain in effect for five (5) years, unless terminated earlier in accordance with the terms of the Contract. The term includes both implementation and maintenance/support periods. RPOSD reserves the right to exercise three (3) optional one-year extensions, and up to six (6) additional month-to-month extensions, at its sole discretion, for a total potential term of eight (8) years and six (6) months.

2.2 Project Phases and Timeline

The project will be delivered in the following major phases:

Phase	Estimated Start Date	Estimated End Date
Project Kick-Off and Planning	July 2025	August 2025
Requirements Validation and Design	August 2025	October 2025
System Configuration and Deployment	October 2025	December 2025
Data Migration and Testing	November 2025	February 2026
Training and Deployment	January 2026	March 2026
Go-Live	March 2026	
Warranty/Stabilization Period	March 2026	June 2026
Maintenance and Support (Initial)	July 2026	June 2030

2.3 Schedule Adjustments

The above timeline is subject to adjustment upon mutual agreement between REI and RPOSD. REI shall notify RPOSD of any schedule risks or delays as early as reasonably possible and shall propose a recovery plan, subject to RPOSD approval.

2.4 Deliverable Schedule

Specific deliverables and their due dates will be documented in the Project Management Plan and reviewed during weekly and monthly status meetings. All deliverables are subject to review and formal acceptance by RPOSD.

3 ROLES AND RESPONSIBILITIES

This section outlines the respective roles and responsibilities of REI (Contractor) and the Los Angeles County Regional Park and Open Space District (RPOSD) throughout the life of the contract.

3.1 REI Responsibilities

REI shall:

3.1.1 Provide all labor, project management, technology, and materials necessary to fulfill the implementation and support of the New GMS in accordance with this SOW.

3.1.2 Lead all project phases including initiation, design, development, testing, deployment, training, and stabilization.

3.1.3 Provide all required documentation and deliverables outlined in Section 1.4 and Section 9.

3.1.4 Collaborate with RPOSD to finalize detailed requirements, configurations, and business process improvements.

3.1.5 Ensure that all staff assigned to the project have the appropriate skills and experience to perform the services outlined in this SOW.

3.1.6 Maintain continuous communication with RPOSD, including participation in weekly status meetings and timely reporting of issues, risks, and milestones.

3.1.7 Provide system training to RPOSD staff as outlined in the Training Plan and deliver training materials designed for external user onboarding.

3.1.8 Deliver post-implementation support in accordance with the defined Service Level Objectives (SLOs).

3.1.9 Comply with all County cybersecurity, data protection, and privacy policies as applicable.

3.2 REI Roles

3.2.1 Project Manager: Serves as the primary point of contact with RPOSD and is responsible for overall project planning, execution, timeline adherence, risk management, and communication. This individual will ensure coordination across workstreams and alignment with RPOSD's project objectives.

3.2.2 Functional / Business Lead: Leads requirements validation, business process analysis, and solution configuration to meet RPOSD's grantmaking needs. This role works closely with RPOSD stakeholders to ensure the system reflects current operations and future goals, and will oversee documentation of functional requirements.

3.2.3 Technical Lead: Responsible for system architecture, data migration, and integration development. Oversees technical design specifications and ensures successful connection with County systems such as Esri GIS and eCAPS. Also manages security configuration in line with County standards.

3.2.4 Training Lead: Develops and delivers tailored training plans and materials for RPOSD staff and grantee users. This role ensures users are prepared for go-live through instructor-led sessions, user guides, and post-training support.

3.2.5 Support Services Lead: Oversees post-deployment system maintenance and user support. This includes incident response, tracking of service-level metrics, and delivering regular maintenance updates and reporting in alignment with the Service Level Agreement (SLA).

3.3 RPOSD Responsibilities

RPOSD shall:

3.3.1 Assign a dedicated Project Manager who will serve as the primary point of contact for REI.

3.3.2 Provide access to necessary internal subject matter experts (SMEs), stakeholders, and technical resources.

3.3.3 Facilitate timely review and approval of deliverables.

3.3.4 Ensure coordination among RPOSD departments and external partners as needed for implementation activities.

3.3.5 Provide timely decisions and feedback to avoid project delays.

3.3.6 Support user outreach and participation for training, testing, and pilot activities.

3.3.7 Review and validate migrated data from the Legacy GMS in partnership with REI.

3.3.8 Fulfill responsibilities outlined in the Project Management Plan and change control process.

3.4 RPOSD Roles

RPOSD is committed to partnering with REI to deliver the successful implementation of a New GMS. To assist REI in completing the scope of services requested,

RPOSD, to the extent possible, shall provide the resources listed below. RPOSD understands that additional RPOSD resources may be necessary to complete this project. To aid RPOSD in planning for this resource commitment, REI should indicate in its implementation schedule, Section 9.12 Proposed Implementation Schedule, where RPOSD resources will be required, and the expected time commitment needed. Specific duties will include:

1.1.1 Project Director: Provides executive oversight and final approvals. Ensures the project aligns with the RPOSD's mission and priorities.

1.1.2 Project Manager: Manages internal coordination, ensures timely decision-making, and facilitates communication between internal stakeholders and REI. Assists with onboarding external users and supports training efforts.

1.1.3 Subject Matter Expert: Participates in requirements gathering, testing, training, and user adoption activities. Provides subject matter expertise on grant programs.

1.1.4 Legacy GMS Administrator: Supports data mapping, validation, and cleanup efforts related to data migration.

1.1.5 Technical Manager: Serves as the primary technical point of contact between RPOSD and REI. Responsible for coordinating technical tasks such as establishing network connectivity, firewall configurations, and security compliance reviews. Liaises with LA County's Internal Services Department (ISD) and other relevant County IT teams as needed to ensure successful integration, access, and system deployment.

4 DEFINITONS

For purposes of this Statement of Work (SOW), the following definitions apply:

4.1.1 **Acceptance Testing:** A formal phase of testing to verify that the system meets RPOSD's business and technical requirements.

4.1.2 **ArcGIS (Esri):** Geospatial mapping platform used to visualize and analyze location-based grant data. RPOSD utilizes ArcGIS for Park Portal and Park Investment Viewer.

4.1.3 **Business Process Improvement (BPI):** Activities designed to identify, analyze, and improve existing business processes within RPOSD to enhance efficiency and effectiveness.

4.1.4 **Configuration:** Adjustments or changes made to the GMS without custom coding, using built-in administrative tools and options to adapt the software to meet RPOSD's needs.

4.1.5 **Contractor:** Refers to REI., the firm selected to design, implement, and support the new Grants Management System (GMS) under this Agreement.

4.1.6 **County:** Refers to the County of Los Angeles, including the Regional Park and Open Space District (RPOSD), its departments, officers, employees, and authorized agents.

4.1.7 **Cutover:** The transition phase from the Legacy GMS to the new GMS where the old system is retired, and the new system becomes operational.

4.1.8 **Data Migration:** The process of transferring data from the Legacy GMS to the new GMS, including data extraction, transformation, loading, and validation.

4.1.9 **Deliverable:** A specific output or work product that REI is required to provide to RPOSD under the terms of this SOW.

4.1.10 **Documentum:** Countywide document management system used to store and manage electronic records in compliance with retention policies.

4.1.11 **eCAPS (County Financial System):** Los Angeles County's enterprise financial system for budgeting, encumbrance, and payment processing.

4.1.12 **End Users:** RPOSD staff, grantees, and other stakeholders who will interact with the GMS to perform grant-related functions.

4.1.13 **Functional Requirements Specifications:** Documentation describing what the GMS must do from a business perspective.

4.1.14 **GMS (Grants Management System):** The technology platform to be implemented under this contract to support RPOSD's grantmaking programs and operations.

4.1.15 **Go-Live:** The official launch date of the new GMS system when it becomes the primary production system for RPOSD's grantmaking activities.

4.1.16 **Integration:** The process of linking the GMS with other RPOSD or County systems, such as Esri GIS or eCAPS, to allow for seamless data exchange.

4.1.17 **KPI (Key Performance Indicators):** measurable values that demonstrate how effectively RPOSD's business processes, system functions, and desired outcomes are being achieved through the New GMS. KPIs may include, but are not limited to, indicators related to grant processing timelines, utilization of grant funds by time, geography, or grantee. Some KPIs are known at this time; however, additional KPIs may be defined during project discovery and implementation phases based on RPOSD's evolving business needs.

4.1.18 **Legacy GMS:** The existing grants management system currently used by RPOSD, which will be replaced by the new GMS developed and deployed by REI.

4.1.19 **Organizational Change Management (OCM):** A structured approach to transitioning individuals, teams, and organizations from a current state to a desired future state.

4.1.20 **Platform System Security Plan (SSP):** A comprehensive document detailing the security controls implemented to protect the GMS and its data.

4.1.21 **Production Environment:** The live system environment used for day-to-day grantmaking operations following the Go-Live date.

4.1.22 **Project Management Plan (PMP):** A formal, approved document that defines how the project is executed, monitored, and controlled.

4.1.23 **RPOSD:** Refers to the Los Angeles County Regional Park and Open Space District, a special district responsible for the administration of park-related grant programs.

4.1.24 **Scope of Work (SOW):** The contractual document that defines the work to be performed by REI, including deliverables, timelines, and responsibilities.

4.1.25 **Service Level Agreement (SLA):** The performance and service standards agreed upon between RPOSD and REI for ongoing support, including response times and issue resolution targets.

4.1.26 **Stakeholders:** Individuals or entities, including RPOSD staff, grantees, and County partners, who have a vested interest in the successful implementation and operation of the new GMS.

4.1.27 **System Configuration:** The setup and customization of the GMS to meet RPOSD's programmatic and operational needs.

4.1.28 **System Integration Testing (SIT):** Testing conducted to ensure that components of the GMS and integrated systems work together as expected.

4.1.29 **Technical Design Document (TDD):** A document detailing the system architecture, integration points, and technical configuration of the GMS.

4.1.30 **User Acceptance Testing (UAT):** A formal testing phase in which RPOSD end users validate that the system meets business requirements and is ready for production use.

4.1.31 **User Guides:** Training materials provided to RPOSD staff and grantees to assist in using the new GMS.

5 PROJECT MANAGEMENT AND COMMUNICATION

REI shall implement project management practices that ensure timely, transparent, and high-quality delivery of all contractual obligations under this Agreement. REI will assign a dedicated Project Manager who will oversee day-to-day operations, serve as the primary point of contact, and ensure coordination across technical, functional, and support teams.

5.1 Project Management Methodology

REI shall apply a hybrid Agile methodology tailored to meet RPOSD's specific project needs. This approach incorporates Agile sprint-based activities for configuration and development work, while maintaining the discipline of milestone-based tracking and deliverable reviews aligned to a master project plan.

5.2 Project Work Plan

REI shall develop and maintain a comprehensive Project Work Plan, which includes timelines, tasks, resources, milestones, and deliverables. This plan will be delivered in Microsoft Project format (or other format approved by RPOSD) and shall be updated and submitted on a monthly basis, or more frequently upon request.

5.3 Project Meetings and Communication

REI will conduct regular meetings and maintain open communication channels to ensure alignment with RPOSD, including:

5.3.1 Weekly Status Meetings: To review progress, discuss issues, and track action items.

5.3.2 Monthly Executive Steering Committee Meetings: To provide updates on overall status, risks, and strategic alignment.

5.3.3 Ad hoc Working Sessions: For targeted topics including data migration, workflow design, integration, and testing.

5.3.4 Issue and Risk Log: Maintained by REI and shared with RPOSD weekly to track the status of issues, risks, and mitigation strategies.

5.3.5 Communication Protocols: REI will follow an agreed communication matrix and escalation protocol.

5.4 Status Reporting

REI shall provide status reports on a bi-weekly basis during implementation and monthly during the maintenance and support period. These reports shall include, at a minimum:

1.1.6 Summary of progress made in the reporting period
1.1.7 Upcoming tasks and milestones
1.1.8 Identified risks and issues with proposed mitigation strategies
1.1.9 Resource availability
1.1.10 Action items and responsibilities

6 SYSTEM REQUIREMENTS AND TECHNICAL ARCHITECTURE

REI shall design, configure, and implement the New Grants Management System (GMS) to meet the functional, technical, and security requirements outlined by RPOSD and defined

in this SOW. The system shall be delivered as a Commercial-Off-the-Shelf (COTS), modular, cloud-based enterprise solution that is secure, scalable, and aligned with industry best practices.

6.1 Hosting and Architecture

6.1.1 The New GMS shall be hosted in a secure, FedRAMP-authorized cloud environment.

6.1.2 The system shall use a multi-tiered architecture that supports separation of application, data, and presentation layers.

6.1.3 The solution must support high availability, fault tolerance, and system redundancy.

6.1.4 REI will provide an architecture diagram as part of project documentation, to be updated with each major release or integration update.

6.2 System Access and Authentication

6.2.1 Internal RPOSD users shall authenticate via integration with the County's Active Directory/LDAP for Single Sign-On (SSO).

6.2.2 External grantee users shall authenticate via the GMS using secure, role-based credentials managed within the GMS.

6.2.3 The system shall support multi-factor authentication (MFA) for both internal and external users.

6.3 Performance and Scalability

6.3.1 The system shall support concurrent usage by at least 1,500 active users with no degradation in performance. Performance and scalability are dependent on underlying platform.

6.3.2 The architecture must support scalability to accommodate future growth in users, data volume, and grant programs.

6.3.3 Response times for most user interactions is estimated not to exceed 3 seconds under normal operating conditions.

6.4 Integration Requirements

REI shall collaborate with RPOSD to identify specific integration requirements and shall develop or configure necessary interfaces, APIs, data exchange formats, and protocols to ensure interoperability with the following systems:

6.4.1 Esri (ArcGIS) – to support geospatial data input and reporting through Park Portal, and ad-hoc reports.

6.4.2 eCAPS (County Financial System) – for budget and payment integration

6.4.3 Optional integrations: Any other systems identified during the discovery and requirements validation phases, including Investment Viewer and Documentum, may be considered for an additional fee.

In support of these integrations and overall system readiness, REI shall also conduct performance testing, including load testing, to ensure the system can handle expected volumes of data, users, and transactions under normal and peak conditions.

6.5 Browser and Device Compatibility

6.5.1 The system shall be fully compatible with modern browsers (Chrome, Edge, Safari) and optimized for desktop, laptop, and tablet access. Mobile support is preferred but not required for core functions.

6.6 Accessibility

6.6.1 The system must comply with WCAG 2.1 Level AA standards to ensure full usability by individuals with disabilities and be in alignment with ADA compliance requirements applicable to public-sector web platforms.

6.7 Data Security and Privacy

6.7.1 The system must include full encryption for data at rest and in transit.

6.7.2 Role-based access controls must restrict access to data based on user roles and permissions.

6.7.3 All system changes and data access shall be logged and auditable.

6.7.4 Security documentation, including a System Security Plan (SSP), must be submitted to RPOSD for review prior to go-live.

7 DATA MIGRATION AND CONVERSION

REI shall be responsible for designing, planning, and executing the secure and accurate migration of all necessary data from RPOSD's Legacy GMS to the New GMS. This includes coordination with RPOSD staff and the incumbent vendor to ensure continuity, data integrity, and minimal disruption to ongoing grant operations.

7.1 Scope of Migration

The data migration shall include, but is not limited to:

7.1.1 All historical and active grant records

7.1.2 Project and milestone information

7.1.3 Grantee contact and agency profiles

7.1.4 Funding allocations, budgets, and reimbursement requests

7.1.5 Uploaded documentation and file attachments

7.1.6 Reporting history and compliance records

7.2 Migration Approach

REI shall follow a structured, multi-phase approach to migration:

7.2.1 Discovery and Data Inventory: Collaborate with RPOSD to inventory data sources, formats, volumes, and quality issues.

7.2.2 Mapping and Transformation: Define data mappings from Legacy GMS to New GMS data schema, including cleansing and transformation logic.

7.2.3 Mock Migration and Testing: Execute mock data conversions and validate results with RPOSD staff prior to final migration.

7.2.4 Final Migration and Cutover: Perform final data load during the approved cutover window, with validation and reconciliation by RPOSD.

7.3 Migration Tools and Automation

REI will leverage automated data conversion tools to reduce manual entry and error risk. Tools must support the conversion of both structured and unstructured data and generate reports on completeness and accuracy.

7.4 Data Validation and Acceptance

7.4.1 REI shall provide detailed data validation reports following mock and final migrations.

7.4.2 RPOSD will review and approve migrated data based on pre-defined acceptance criteria.

7.4.3 Discrepancies identified during validation shall be corrected by REI prior to go-live.

7.5 Retention of Legacy System

RPOSD may retain access to the Legacy GMS in read-only mode for up to six (6) months following the go-live of the New GMS. REI shall coordinate with RPOSD and the Legacy system provider to ensure adequate overlap and provide data in the event that RPOSD wishes to revert to Legacy system.

7.6 Security and Confidentiality

7.6.1 All data transfers must occur via secure, encrypted channels.

7.6.2 REI shall not retain copies of any RPOSD data beyond the contractually agreed retention period or without RPOSD's explicit written consent.

7.6.3 Personally Identifiable Information (PII) and confidential data must be handled in accordance with County data privacy and security standards.

8 TESTING AND USER ACCEPTANCE

REI shall be responsible for managing and executing a comprehensive testing process to validate that the New GMS meets the functional, technical, and performance requirements as outlined in this Statement of Work. Testing will be conducted in close collaboration with RPOSD to ensure system readiness for deployment.

8.1 Testing Scope

The testing phases shall include, at a minimum:

8.1.1 Unit Testing: Conducted by REI to verify individual system components.

8.1.2 System Functional and Integration Testing (SIT): Validates that system functions operate as expected and that system components interact properly, including internal modules and integrations with external systems (e.g., Esri GIS, eCAPS, Documentum, RPOSD Parks Portal, and Investment Viewer). User Acceptance Testing (UAT): Conducted by RPOSD with support from REI, validating the system against business requirements and workflows.

8.1.3 Regression Testing: Ensures that updates or fixes do not adversely affect existing system functionality.

8.1.4 Performance Testing: Evaluates the system's ability to perform under expected load conditions and verifies response times, scalability, and system stability. REI will not provide a Performance Testing report as that is the responsibility of the underlying platform.

8.2 Test Plan and Scripts

REI shall:

8.2.1 Develop and submit a comprehensive Test Strategy and Plan detailing the test environment, test data, procedures, roles, and responsibilities.

8.2.2 Develop test cases and scripts for each testing phase in alignment with the requirements traceability matrix.

8.2.3 Submit a Test Summary Report after each major testing cycle, including status, defects, resolutions, and recommendations.

8.3 User Acceptance Testing (UAT)

8.3.1 RPOSD will lead UAT execution with support from REI. RPOSD will execute REI-provided UAT scripts, conduct free (exploratory) testing, and log issues. REI will track logged issues, assist with triage and prioritization, and provide timely resolution and retesting support as needed.

8.3.2 RPOSD shall have final approval authority over the successful completion of UAT and shall issue formal acceptance prior to go-live.

8.3.3 Any failed test cases must be corrected and re-tested until successful resolution.

8.4 Testing Environment

REI shall:

8.4.1 Provide and maintain a dedicated testing environment, separate from production.

8.4.2 REI will establish and maintain dedicated sandbox environments for UAT and training purposes. Each environment shall allow for controlled data refreshes on demand, as mutually agreed between the parties. These environments will mirror production system configurations to the extent practical and support effective testing, training, and issue resolution activities. Ensure test environments mirror production as closely as possible in configuration, security, and data structure.

8.5 Defect Management

8.5.1 REI shall establish a defect tracking and reporting system accessible to RPOSD.

8.5.2 All defects shall be logged with severity levels, and turnaround times for resolution shall be proposed and agreed upon in the Test Plan.

8.5.3 A root cause analysis shall be conducted for any high-severity defects that impact critical business functions.

8.6 Acceptance Criteria

System acceptance shall be contingent upon:

8.6.1 Successful completion of all testing phases.

8.6.2 Correction of critical and high-severity defects.

8.6.3 Submission and approval of the final Test Summary Report.

8.6.4 Written confirmation from RPOSD that the system is ready for production deployment.

9 SPECIFIC WORK REQUIREMENTS

9.1 Overview

This section defines the specific tasks, services, and deliverables REI shall provide to implement and maintain the New GMS for RPOSD. Each subsection corresponds to a phase of work with associated deliverables outlined in Section 1.4.

9.2 Project Initiation Management

REI shall lead project initiation activities, including stakeholder engagement, scheduling, and resource planning. REI will produce a detailed Project Management Plan that includes the project control approach, risk management framework, and communication protocols.

9.2.1 Deliverables

9.2.1.1 Project Management Plan (including project control approach)

9.2.1.2 Bi-weekly and monthly status report templates

9.2.1.3 Project Schedule (MS Planner, MS Project or equivalent format)

9.3 Requirements Validation

REI shall conduct a collaborative validation of all business, technical, and functional requirements with RPOSD stakeholders. These validated requirements shall be documented in a traceability matrix used throughout the project lifecycle.

9.3.1 Deliverables

9.3.1.1 Requirements Traceability Matrix

9.4 Security Design

REI shall define and document the New GMS system architecture in accordance with County cybersecurity policies. Security design activities include configuring user access roles, data privacy safeguards, encryption standards, and multi-factor authentication.

9.4.1 Deliverables

9.4.1.1 Security Architecture Diagram (as part of System Security Plan)

9.4.1.2 System Security Plan (SSP)

9.5 Design and Configuration

REI shall develop configuration specifications and solution designs for RPOSD's programs, including workflows, user roles, custom templates, and system dashboards. Technical customization will be kept to a minimum, with most functionality achieved through system configuration.

9.5.1 Deliverables

9.5.1.1 Functional Requirements Specifications (FRS)

9.5.1.2 Technical Specifications Document (TSD)

9.6 Technical Build

REI shall implement all approved configurations, extensions, and integrations necessary to meet RPOSD's functional and technical requirements. Implementation shall ensure that all system components work seamlessly with RPOSD's required internal and external systems, including but not limited to eCAPS, Esri GIS, County email systems, and any other platforms identified by RPOSD during discovery and requirements validation.

9.6.1 All technical documentation developed under this section shall be considered live documents, subject to refinement and updates through the deployment phase and finalized no later than system go-live, to accurately reflect the final system implementation. Given the COTS nature of the New GMS solution, REI shall collaborate with RPOSD to determine the appropriate level of detail necessary in technical documentation. Deliverables

9.6.1.1 Technical Design Document

9.7 Data Conversion and Migration

REI shall develop and execute a detailed data migration plan in collaboration with RPOSD and the current GMS vendor. Migration shall include legacy data mapping, cleansing, conversion, and validation.

9.7.1 Deliverables

9.7.1.1 Data Conversion Plan

9.7.1.2 Data Mapping Document

9.8 Testing

Testing shall be conducted in accordance with Section 8 of this SOW. REI shall lead all technical test planning and support UAT execution.

9.8.1 Deliverables

9.8.1.1 Test Strategy Document

9.8.1.2 Test Plan (with project schedule)

9.8.1.3 Requirements Traceability Matrix (test mapping)

9.8.1.4 UAT Scripts

9.8.1.5 Test Summary Reports

9.9 Organizational Change Management and Training (OCMT)

REI shall provide change management and training services to prepare RPOSD staff and external users for system adoption. This includes documentation of revised business processes and the creation of training materials.

9.9.1 Deliverables:

9.9.1.1 Functional Requirements Specifications (with To-Be process flows)

9.9.1.2 Business Process Improvement Report with KPIs (format TBD)

9.9.1.3 Training Plan

9.9.1.4 Training Materials / GMS User Guides

9.9.1.5 Completion of Training Sessions for all user roles

9.10 Deployment and Cutover

REI shall coordinate final production setup and cutover activities, ensuring a seamless transition to the live environment with minimal disruption to RPOSD operations.

9.10.1 Deliverables:

9.10.1.1 Deployment Cutover Plan

9.11 Acceptance and Warranty Period

The formal acceptance process shall begin after successful deployment. REI shall support system stabilization, address defects, and ensure business continuity during the warranty period.

9.11.1 Deliverables:

9.11.1.1 Acceptance and Warranty Period Report

9.12 Maintenance and Support Services

REI shall provide ongoing system support services including help desk response, routine maintenance, minor enhancements, and regular updates per SLAs.

9.12.1 Deliverables:

9.12.1.1 Monthly Support Summary Report

10 ACCEPTANCE CRITERIA

This section outlines the acceptance process and criteria that REI must meet for deliverables and phases to be accepted by RPOSD. Acceptance is contingent upon verification that all functional, technical, and performance standards, as outlined in this SOW and in REI's proposal, have been met to RPOSD's satisfaction.

10.1 Deliverable Review and Approval

RPOSD will review and either approve or reject each deliverable submitted by REI. Each deliverable must be complete, accurate, consistent with the agreed scope and format, and fulfill the requirements outlined in this SOW. RPOSD will provide REI with written feedback within five (5) business days of receipt of each deliverable. Deliverables not accepted will be returned with comments for correction and resubmission. REI will have five (5) business days to resubmit.

10.2 Deliverable acceptance is contingent on:

10.2.1 Alignment with the deliverable description and quality criteria outlined in Section 9.

10.2.2 Timely and complete submission.

10.2.3 Incorporation of RPOSD feedback (where applicable).

10.3 Milestone and Phase Acceptance

Each major project phase (e.g., Requirements Validation, System Configuration, UAT, Deployment) shall culminate in a formal milestone review. REI shall submit a milestone completion report summarizing deliverables produced, activities completed, and outcomes achieved. Milestone acceptance may be subject to approval by RPOSD's governance committee and/or District Administrator. RPOSD will provide written acceptance of the milestone based on:

10.3.1 Completion of all associated deliverables.

10.3.2 Successful testing (where applicable).

10.3.3 Sign-off from relevant stakeholders.

10.3.4 Resolution of all major defects or issues.

10.4 System Acceptance

Final system acceptance shall occur following successful completion of deployment, including cutover, user onboarding, and a minimum 30-day stabilization period. RPOSD will validate that the system operates in accordance with all documented

requirements, and that any critical issues identified during stabilization have been resolved. System acceptance is contingent upon:

10.4.1 Completion and approval of all deliverables (Sections 9.2–9.11).

10.4.2 Successful resolution of all Priority 1 and Priority 2 defects identified during testing and stabilization.

10.4.3 Confirmation that the system meets performance standards for functionality, security, and availability.

10.4.4 Delivery of the Acceptance and Warranty Period Report by REI.

10.5 Warranty Period

10.5.1 The warranty period shall commence upon RPOSD's written acceptance of the system and shall continue for 90 calendar days thereafter. During this period, REI shall:

10.5.1.1 Address all issues and defects at no additional cost.

10.5.1.2 Provide support for questions and configuration clarification.

10.5.1.3 Ensure full operational stability and user satisfaction.

11 SERVICE LEVEL OBJECTIVES

11.1 Purpose

This section outlines the minimum performance standards and response expectations that REI must meet during the warranty and post-implementation support periods. These Service Level Agreements are intended to ensure system availability, performance, and responsiveness to RPOSD's operational needs.

11.2 Scope

The SLAs apply to:

11.2.1 Issue resolution and support ticket response times.

11.2.2 System uptime and availability.

11.2.3 Scheduled maintenance and system updates.

11.2.4 Communication protocols and reporting requirements.

11.3 Issue Severity Definitions

11.3.1 Priority 1: Critical production issue resulting in complete system outage or data corruption. No workaround available.

11.3.2 Priority 2: Major functionality impaired with no acceptable workaround, but system remains operational.

11.3.3 Priority 3: Moderate issue or bug with a temporary workaround available.

11.3.4 Priority 4: Low impact issue such as cosmetic or minor user inconvenience.

11.4 Response and Resolution Timeframes

Initial response time is defined as the time between ticket submission and REI' acknowledgment and assignment of the issue.

Priority Level	Initial Response Time	Resolution Time
Priority 1	1 business hour	8 business hours
Priority 2	2 business hours	2 business days
Priority 3	4 business hours	5 business days
Priority 4	1 business day	As prioritized by mutual agreement

11.5 Uptime Commitment

REI shall ensure system uptime of 99.9% during business hours, excluding scheduled maintenance periods. Scheduled maintenance must be communicated at least 72 hours in advance and performed outside of RPOSD's standard operating hours, unless otherwise approved.

11.6 Reporting

REI shall provide a Monthly Support Summary Report to RPOSD, including:

11.6.1 All submitted tickets and their status.

11.6.2 Metrics on response and resolution time adherence.

11.6.3 Uptime and availability data.

11.6.4 Identified trends or recurring issues.

11.7 SLA Remedies

11.7.1 Failure to meet SLA thresholds may result in liquidated damages as outlined in Section 11.

11.7.2 Repeated or systemic failures may result in escalation to contract remedies including withholding of payments, corrective action plans, or termination.

12 PAYMENT SCHEDULE

12.1 Overview

This section outlines the payment structure for all implementation and post-implementation support services provided by REI. Payments shall be tied to the successful completion and acceptance of defined deliverables and milestones, in accordance with County fiscal and procurement policies.

12.2 Payment Terms

All payments shall be made on a **deliverable-based** basis. No payments shall be made in advance of work. Each payment is subject to RPOSD's formal written acceptance of the associated deliverable. Partial payments may be permitted for multi-phase deliverables, at the discretion of RPOSD. REI shall submit an invoice after the completion of each approved milestone and deliverable. All invoices must include the following:

12.2.1 Description of completed work and associated deliverables

12.2.2 Reference to the applicable section of the Statement of Work

12.2.3 Date of completion and acceptance confirmation

12.2.4 Invoice number and project identifier

12.2.5 Supporting documentation, if applicable

12.3 Deliverable-Based Payment Schedule

Phase	Deliverable(s)	Payment %
Project Initiation and Planning	Project Management Plan, PCD, status report templates	10%
Requirements Validation	Requirements Traceability Matrix	5%
Security Design	Security Architecture Diagram, Platform SSP Document	5%
Design and Configuration	Functional and Technical Specifications	10%
Technical Build	Technical Design Document, architecture diagrams	10%
Data Migration	Data Conversion Plan, Mapping, Migration Plan	10%
Testing	Test Strategy Document, UAT Scripts, Summary Report	10%

Training and Organizational Readiness	Training Plan, Training Delivery, User Guides	10%
Deployment and Cutover	Deployment Plan, Go-Live Criteria	10%
Warranty Period	Acceptance and Warranty Period Report	5%
Maintenance and Support (Year 1)	Monthly Support Summary Reports (paid in advance)	15%

12.4 Invoicing Instructions

Invoices must be submitted electronically to the RPOSD Contract Project Manager at the address designated in the final agreement. Payments will be processed within 30 calendar days following RPOSD's acceptance of the deliverable and receipt of an accurate invoice. RPOSD in its discretion may consider partial payment based on review of deliverables and progress.

13 CHANGE MANAGEMENT

13.1 Overview

This section defines the process through which any changes to the scope, deliverables, schedule, or terms of this Statement of Work (SOW) will be initiated, reviewed, approved, and implemented. The intent of this process is to ensure transparency, accountability, and alignment with the project's objectives while maintaining flexibility to adapt to RPOSD's evolving needs.

13.2 Change Request Initiation

A change request (CR) may be initiated by either REI or RPOSD at any point during the contract term. Each CR must be documented in writing and submitted to the RPOSD Project Manager using a mutually agreed upon Change Request Form. Each CR must include:

13.2.1 Description of the requested change

13.2.2 Rationale for the change

13.2.3 Impact analysis on scope, timeline, cost, resources, or deliverables

13.2.4 Proposed implementation strategy

13.2.5 Proposed acceptance criteria

13.3 Evaluation and Review

Upon receipt of a CR, RPOSD and REI will collaboratively assess the impact of the proposed change. The RPOSD Project Manager will determine whether the CR:

13.3.1 Falls within the scope of the existing agreement and can be executed without amendment; or

13.3.2 Requires formal amendment to the contract, Board approval, or revision to the payment schedule or project term.

13.3.3 No work related to a proposed change shall commence until written approval is obtained from RPOSD.

13.4 Change Control Log

A Change Control Log will be maintained by REI and reviewed regularly with RPOSD. The log will track the status of all CRs, including:

13.4.1 Requestor

13.4.2 Submission date

13.4.3 Description

13.4.4 Status (e.g., proposed, in review, approved, implemented, rejected)

13.4.5 Impacts (schedule, cost, scope)

13.4.6 Final disposition and approval

13.5 Emergency or Time-Sensitive Changes

In limited cases where urgent changes are necessary to prevent project disruption, RPOSD's Project Manager may authorize a temporary course of action while a formal CR is documented and submitted for full approval.

14 CONTRACTOR RESOURCES

14.1 Materials and Equipment

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

14.2 Contractor's Office

REI System's shall maintain an office with a telephone in the company's name where REI conducts business. The telephone line shall be staffed from 9:00 a.m. to 6:00 p.m., EDT, Monday through Friday, by at least one employee who can respond to inquiries and complaints regarding REI's performance of the Contract. Outside of business hours, REI must provide an email address for communication and/or an answering service to receive calls.

14.3 Hours/Day of Work

All project delivery activities will be conducted remotely, except for pre-agreed on-site meetings. REI work hours are from 9:00 am – 6:00 pm EDT.

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025
BOARD MEETING DATE	7/1/2025
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1st ☐ 2nd ☐ 3rd ☒ 4th ☐ 5th
DEPARTMENT(S)	Department of Children and Family Services (DCFS)
SUBJECT	15-year lease for 89,895 square feet of office space and 382 on-site parking spaces at 1500 Hughes Way, Long Beach, CA
PROGRAM	South County Regional Office
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No
	If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	None
COST & FUNDING	Total cost: $79,684,000. / Funding source: The rental costs will be funded by 45 percent State and Federal funds and 55 percent by net County cost (NCC). DCFS will not be requesting additional NCC for this action.
	TERMS (if applicable): The proposed lease will have an estimated maximum first year base rental cost is $3,183,000, but with a one-month rent abatement of $266,000, will equal $2,917,000, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building. If including TI and low-voltage costs, total 1st year cost is $15,324,000.
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to DCFS. DCFS has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DCFS.
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide a replacement South County Regional Office for DCFS.
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed lease at the Premises will serve as a relocation site for DCFS' existing location at 4060 Watson Plaza Drive, Lakewood due to DCFS outgrowing their space. DCFS will use this site for its South County Regional Office. Upon completion of the TIs and relocation of the program from the existing site, County will terminate the lease at 4060 Watson Plaza Drive.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov

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"

July 1, 2025

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

Dear Supervisors:

FIFTEEN-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
1500 HUGHES WAY, LONG BEACH
(FOURTH DISTRICT) (3 VOTES)

SUBJECT

Approval of a proposed new 15-year lease for 89,895 square feet of office space, and 382 on-site parking spaces for the Department of Children and Family Services (DCFS).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.

2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Omninet Freeway LP, a Delaware limited partnership (Landlord), for approximately 89,895 square feet of office space, and 382 on-site parking spaces located at 1500 Hughes Way, Long Beach (Premises) to be occupied by DCFS. This proposes a lease for a term of more than ten years, to wit, for a term of 15 years. The estimated maximum first year base rental cost is $3,183,000, but with a one-month rent abatement of $266,000, will equal $2,917,000. The estimated total proposed lease cost including Tenant Improvements (TI) and low-voltage is $79,684,000 over the 15-year term. The rental costs will be funded by 45 percent State and Federal funds and 55 percent by net County cost (NCC) that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to $10,338,000 for the County's TI contribution, to be paid in a lump sum.

4. Authorize the Director of DCFS, or his designee, to contract with and direct the Internal Services Department (ISD), in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed $8,500,000 to be paid in lump sum or $10,345,000 if amortized over five years at 8 percent interest per annum. The cost for the Low-Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.

5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights and any options to extend.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since March 1992, DCFS has occupied 4060 Watson Plaza Drive, Lakewood which has served as DCFS' South County Regional Office (SCRO). SCRO is the largest regional DCFS office that provides a comprehensive full service, direct child protection system dedicated to the safety of children in our care which has resulted in reduced timelines to permanency for children in our care, and reduced reliance on out-of-home care. These outcomes are achieved largely through the work of Emergency Response, Family Maintenance/Reunification, and Permanent Placement Children's Social Workers (CSWs) in collaboration with support staff, and staff from other County Departments, who are co-located in the SCRO. The Adoption units provide direct services and are responsible for assessing the child's adoptability, case management/supervision, and providing the services involved in finalizing a child's adoption. The Eligibility Workers provide support to the CSWs by assisting in finding placement for children who must be detained in out-of-home care. The Revenue Enhancement Eligibility Workers determine the financial eligibility of children serviced by DCFS. In addition, smaller programs that are designed to enhance direct services to the children and families DCFS serves will also be housed at the proposed Premises, including, but not limited to: Child and Family Team Decision, Department of Mental Health/DCFS collaboration for improving mental health and permanency outcomes for foster children, Resource Family Approval staff, Department of Public Social Services Linkages, and contracted Education Liaisons.

The proposed Premises is 89,895 square feet, which is an increase of 18,445 square feet when compared to the current location. DCFS has outgrown the current location and intends to completely vacate and terminate the existing lease once the proposed Premises is built out and delivered to DCFS. The proposed Premises will be a

replacement site for DCFS' SCRO.

DCFS will be implementing telework where possible. The proposed Premises will have 560 staff and about 500 workstations of which 21 are hoteling stations. Of the 560 staff, 165 positions will be on site full-time. The remaining 395 positions, which represents 71 percent of the staff, are on a telework schedule and are in the office at least two to three days per week depending upon the program. The programs are almost entirely public facing, with approximately 80 percent of services provided in-person and serving approximately 75 visitors daily.

The proposed lease will provide DCFS with sufficient and conveniently located office space, where activities will assist to improve the well-being of children and families in Los Angeles County. The facility is easily accessible to public transportation routes and the 405 and 710 freeways.

Implementation of Strategic Plan Goals

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

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

The proposed lease supports the above goals and objective by providing DCFS with a replacement regional office with adequate space for their SCRO which provides services to children and their families in the surrounding areas.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is $3,183,000, but with a one-month rent abatement of $266,000, will equal $2,917,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the initial term, including rent abatement, tenant improvements costs, and Low-Voltage Items is $79,684,000, as shown in Enclosure B. The proposed lease costs will be funded 45 percent by State and Federal funds and 55 percent by NCC that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to DCFS. DCFS has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DCFS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- The annual rental rate will be $35.40 per square foot, per year and is subject to annual increases based on the Consumer Price Index capped at 3 percent per annum.

- The Landlord has agreed to one month of rent abatement.

- Total TI costs are expected to be $15,732,000. The Landlord will provide $5,394,000 ($60 per square foot) base TI allowance.

- The County will reimburse the Landlord up to $10,338,000 ($115 per square foot) as the County's lump sum TI contribution.

- The County will pay up to $8,500,000 for the lump sum cost of the Low-Voltage Items. If DCFS elects to pay in installments, this amount will be amortized over five years with interest at 8 percent for a fully amortized amount not to exceed $10,345,000.

- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.

- There are 382 on-site parking spaces included in the base rent at no additional cost.

- The proposed lease includes a 15-year initial term with an option to extend the lease for an additional five years with no later than 12 months, nor earlier than nine months' notice, at market rental value. If this option is exercised, the total term of the proposed lease would be 20 years.

- The County has the right to terminate the proposed lease any time after the 12th year, with 180 days' prior written notice.

- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions. The monthly base rent during the holdover period will remain the same and is subject to the regular increases.

- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence upon completion of the TIs by the Landlord and acceptance of the Premises by the County.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website. None of the responses received were suitable for the Department's needs due to lack of available space or an unsuitable location, or the landlord lacked funding for TIs. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between $31.80 and $39 per square foot, per year. The base annual rental rate of $35.40 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature of services provided by DCFS at this location. The direct programs are almost entirely public facing.

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

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

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

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

ENVIRONMENTAL DOCUMENTATION

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

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Children and Family Services
Internal Services

ENCLOSURE A

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
1500 HUGHES WAY, LONG BEACH

Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?[2]	X		
	B	Does lease co-locate with other functions to better serve clients? [2]	X		
	C	Does this lease centralize business support functions?[2]			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person?[2] **160 sq. ft. per person due to high employee count and increased space design efficiencies, while still including all ancillary spaces.**		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?[2] **382 parking spaces will provide a 4.25/1,000 parking ratio.**		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?[2]	X		
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program? 55 percent NCC	X		
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report enclosed as Enclosure C?			X
	G	Was build-to-suit or capital project considered? [2]			X
3.	**Portfolio Management**				
	A	Did department use CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located?			
		1. ____ The program clientele requires a "stand alone" facility**.**			
		2. ____ No suitable County occupied properties in project area.			
		3**.** __X__ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease?[2]	X		
	F	Has growth projection been considered in space request?	X		
	G	[1]Has the Dept. of Public Works completed seismic review/approval?	X		

[1]As adopted by the Board of Supervisors 11/17/98

[2]If not, why not?

1500 HUGHES WAY, LONG BEACH
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Basic Lease Assumptions

Leased Area (sq.ft.)	89,895	
	Monthly	**Annual**
Base Rent	$2.95	$35.40
Rent Abatement	1	
Term	180	15
Annual Rent Adjustment (Initial Term)	3%	

Parking	**# of Spaces**
	382
Tenant Improvement Costs (Reimbursable)	**Lump Sum**
	$10,337,925

Low Voltage Costs (TESMA Labor & Materials) for Expansion Premises	**Lump Sum**	**Annual Interest Rate (IR)**	**Amortized Cost @ IR, 5 Yrs.**	**Difference**
	$8,500,000	8.00%	$10,340,961	$1,840,961

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year	11th Year	12th Year	13th Year	14th Year	15th Year	Total 15 Years Rental Costs
Annual Base Rent Costs	$3,183,000	$3,279,000	$3,378,000	$3,480,000	$3,585,000	$3,693,000	$3,804,000	$3,919,000	$4,037,000	$4,159,000	$4,284,000	$4,413,000	$4,546,000	$4,683,000	$4,824,000	**$59,267,000**
Rent Abatement	($266,000)															**($266,000)**
Rent Paid to Landlord	$2,917,000	$3,279,000	$3,378,000	$3,480,000	$3,585,000	$3,693,000	$3,804,000	$3,919,000	$4,037,000	$4,159,000	$4,284,000	$4,413,000	$4,546,000	$4,683,000	$4,824,000	**$59,001,000**
TI Allowance (Reimbursable)	$10,338,000															**$10,338,000**
Total Costs Paid to Landlord	$13,255,000	$3,279,000	$3,378,000	$3,480,000	$3,585,000	$3,693,000	$3,804,000	$3,919,000	$4,037,000	$4,159,000	$4,284,000	$4,413,000	$4,546,000	$4,683,000	$4,824,000	**$69,339,000**
Low Voltage Costs	$2,069,000	$2,069,000	$2,069,000	$2,069,000	$2,069,000											**$10,345,000**
Total Annual Lease Costs	$15,324,000	$5,348,000	$5,447,000	$5,549,000	$5,654,000	$3,693,000	$3,804,000	$3,919,000	$4,037,000	$4,159,000	$4,284,000	$4,413,000	$4,546,000	$4,683,000	$4,824,000	**$79,684,000**

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

ENCLOSURE C

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SPACE SEARCH – 3 MILE RADIUS
1500 HUGHES WAY, LONG BEACH

LACO	Name	Address	Ownership	Gross SqFt	Vacant
A350	Department of Animal Care and Control HQ	5898 Cherry Ave Long Beach 90808	Owned	12,450	NONE
A243	Probation – (AB – 109) South Bay Reg Office	1299 E Artesia Blvd Carson 90746	Leased	12,928	NONE
Y861	ML King – Plant Management Building	12021 S Wilmington Ave Los Angeles 90059	Owned	16,000	NONE
X351	Century Detention – Detention Administration	11705 S Alameda St. Lynwood 90262	Financed	20,706	NONE
X169	DPSS – Compton AP District Office	211 E Alondra Blvd Compton 90220	Owned	48,135	NONE
A959	DPSS – GAIN Region V/Paramount District	2959 E Victoria St. Rancho Dominguez 90221	Leased	54,000	NONE
12730	Jacqueline Avant Children and Family Center	1741 E 120th St. Los Angeles 90059	Owned	58,800	NONE
X349	Lynwood Regional Justice Center	11701 S Alameda St. Lynwood 90262	Owned	62,078	NONE
10335	DCFS-Regional – Adoptions, Child Protection	1 Civic Plaza Dr Carson 90745	Leased	91,277	NONE
C600	DPSS – South Family AP/Special District Offices	17600 Santa Fe Ave Rancho Dominguez 90221	Leased	133,000	NONE
6420	Compton Courthouse	200 W Compton Blvd Compton 90220	CA/Laco	576,466	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Children and Family Services – 1500 Hughes Way, Long Beach – Fourth District.

A. Establish Service Function Category – South County Regional Office, Adoption, Revenue Enhancement and Collaborative Staff

B. Determination of the Service Area – The proposed lease will provide a 15-year lease for multiple DCFS programs within Service Area 8.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population**:** Continued need for operation in SA 8 region for DCFS programs.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Long Beach Transit routes 4, 191 and 192, Metro A Line, and in close proximity to 405 and 710 freeways.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available that meet DCFS' space needs.
- Compatibility with local land use plans: The City of Long Beach has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is $79,684,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between $31.80 and $39 per square foot, per year. The base annual rental rate of $35.40 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 560 staff and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

OMNINET FREEWAY, LP A Delaware limited partnership

Landlord

1500 HUGHES WAY

Suites:

Pod B, 2nd Floor (Premises A)

Pod B, 4th Floor (Premises B)

LONG BEACH, CALIFORNIA

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EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the_____ day of _____, 20__ between OMNINET FREEWAY LP, a Delaware limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	OMNINET FREEWAY LP, a Delaware limited partnership 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour Email: Michael@omninet.com With a copy to: Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations Email: commercialoperations@omninet.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 89,895 rentable square feet,in the aggregate, designated as Pod B 2nd Floor

	(44,945 RSF) ("Premises A"), and Pod B 4th Floor (44,950 RSF) ("Premises B") in the Building (defined below) (collectively, Premises A and Premises B are referred to in this Lease as the "Premises"), as shown on Exhibit A attached hereto.
(d) Building:	The Building located at 1500 Hughes Way, Long Beach, California 90810 which is comprised of three separate connected buildings called "PODs" identified as POD "A", POD "B" and POD "C", which Building is currently assessed by the County Assessor as APN 7310-016-072 (collectively, the "Property").
(e) Term:	Fifteen (15) years, commencing on the first day of the first full calendar month following thirty (30) days after the date of Substantial Completion of Landlord's Work, delivery of Premises, and Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the fifteenth (15th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	April 1, 2026
(g) Irrevocable Offer Expiration Date: (see Section 33)	January 1, 2026
(h) Base Rent:	$2.95 per rentable square foot per month (i.e., $265,190.25 per month or $3,182,283.00 per year) and subject to annual adjustments as described in Section 5.3 below.
(i) Early Termination Date (see Section 4.4)	Provided that Tenant is not then in Default under this Lease, Tenant will have the one-time right to terminate this Lease upon delivering at least One Hundred and Eighty

	(180) days' prior written notice to Landlord at any time after the 12th annual anniversary of the Commencement Date of this Lease, subject to the terms of Section 4.4 herein.
(j) Rentable Square Feet in the Premises	Approximately 89,895 rentable sqare feet
(k) Initial Departmental Use:	Department of Children and Family Services for administrative offices with public intake, subject to Section 6.
(l) Parking Spaces:	382 unreserved parking spaces (i.e., 4.25 parking spaces/1,000 RSF) located in the Building's parking lot at no additional cost to Tenant; provided, however, up to one (1) of such unreserved parking spaces shall instead be used by Tenant as a reserved parking space. Landlord will designate the location of such reserved parking space and provide such reserved parking space at no additional cost.
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 1:00 p.m. on Saturdays DCFS to have the option to house their ERCP/CPHL units on a 24-hour basis including holidays so long as Tenant delivers at least twenty-four (24) hours' prior written notice to Landlord of such 24-hour usage, and Tenant shall be responsible for (i) the cost of HVAC usage outside Tenant's Hours of Operation, and (2) 24-hour security is provided by the Tenant, at Tenant's sole cost.
(n) Asbestos Report:	A report dated April 12, 2023 prepared by Hart Laboratory, Inc for 1500-A Hughes Way.
(o) Seismic Report	A report dated April 27, 2023 prepared by Los Angeles County Public Works for 1500-A Hughes Way
(p) Disabled Access Survey	A report dated March 25, 2023 prepared by CASp Experts LLC for 1500-A Hughes Way
(q) Building Systems Report	A report dated _____ prepared by
(r) Refurbishment Work	Subject to the terms of Section 4.5 herein, Landlord, at its sole cost and expense, shall

	repaint and install new carpet or other flooring, as applicable, throughout the Premises in accordance with Landlord's Building standard materials of a commercially reasonable standard and quality for high traffic commercial office areas within six (6) months following Landlord's receipt of Tenant's Refurbishment Election Notice (defined below), which request shall be delivered, if at all, by the one hundred twentieth (120th) month of the Term of this Lease, and shall be conditioned upon Tenant waiving Tenant's Early Termination option set forth in Section 4.4 below.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	$5,393,700.00 (i.e., $60.00 per rentable square foot of the Premises)
(b) Tenant's TI Contribution:	$10,337,925.00 (i.e., $115.00 per rentable square foot of the Premises)
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Not applicable

(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	Not applicable
(e) Tenant's Work Letter Representative:	An assigned staff person of the Chief Executive Office - Real Estate Division
(f) Landlord's Work Letter Representative:	William Molina or an assigned person of the Landlord
(g) Landlord's Address for Work Letter Notices:	**OMNINET FREEWAY, LP A Delaware limited partnership** 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour

	With a copy to: Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations
(h) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3 Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter Exhibit J - Designated Reserved Parking Exhibit K - Monument Signage Exhibit L - Eyebrow Signage

2. PREMISES

2.1 Lease of Premises

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

2.2 Intentionally Omitted

3. COMMON AREAS

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

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

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

(a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;

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

(c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;

(d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and

4.2 Termination Right For Delay of Commencement Date

If the Commencement Date has not occurred within two hundred seventy (270) days following the date of Landlord's receipt of the final governmental building permits granting Landlord the right to perform the Tenant Improvements in the Premises, subject to extension for Tenant Delay(s) and/or Force Majeure Delays, and/or Change Authorizations, as provided in Landlord's Work Letter executed concurrently herewith, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of at

least ninety (90) days prior written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

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

4.4 Early Termination as of the Early Termination Date

Subject to the terms and conditions of Section 4.5 below, Tenant shall have the one-time right to terminate this Lease at any time after the Early Termination Date specified in Section 1.1, by giving Landlord not less than One Hundred and Eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Early Termination Waiver

By the one hundred twentieth (120th) month of the Term of this Lease, Tenant shall deliver written notice to Landlord ("Refurbishment Election Notice") informing Landlord whether Tenant elects to have Landlord perform the Refurbishment Work (defined below). If Tenant elects to have Landlord perform the Refurbishment Work, then (1) Landlord shall perform the Refurbishment Work within six (6) months following the date of Landlord's receipt of the Refurbishment Election Notice and Tenant's approval of the material finishes provided from Landlord's Building standards, and (2) Tenant shall be deemed to have waived its right to exercise the early termination option set forth in Section 4.4 above (and accordingly, such Section 4.4 shall be of no further force or effect). If Tenant does not timely deliver the Refurbishment Election Notice to Landlord or if Tenant does not elect to have Landlord perform the Refurbishment Work, then (a) Landlord shall have no obligation to perform the Refurbishment Work and (b) the early termination option set forth in Section 4.4 shall remain in full force and effect. As used herein, "Refurbishemnt Work" means that Landlord shall, at Landlord's sole cost and expense, repaint and install new carpet or other flooring, as applicable, throughout the Premises in accordance with the Building standard materials of a commercially reasonable standard and quality for high traffic commercial office areas.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor-Controller (A-C) of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact

information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Method of Payment and Required Information

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

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

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

5.3 Base Rent Adjustments.

(a) CPI. From and after the first (1st) anniversary of the Commencement Date (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, for each portion of the Premises, Base Rent for Premises A, B and C shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month in which the Commencesment Date occurs.

(b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the Adjustment

Date occurs (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

(c) Illustration of Formula. The CPI Formula for determining the adjusted Base Rent shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \text{Base Rent at the Commencement Date} = \text{Adjusted Base Rent}$$

(d) Limitations on CPI Adjustment. In no event shall the monthly Adjusted Base Rent based upon the CPI Formula result in an annual increase greater than three percent (3%) per year of the Base Rent payable in the month preceding the applicable Adjustment Date. In no event shall the Adjusted Base Rent based upon the CPI Formula result in a lower monthly Base Rent than was payable during the previous year of the Lease.

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

6. USES

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

7. HOLDOVER

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

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in

effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

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

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

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

(a) Landlord shall have no obligation to restore the Premises;

(b) Landlord may retain all insurance proceeds relating to such destruction, and

(c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

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

(a) Declare a default hereunder, or

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

(a) Landlord represents to Tenant that, to Landlord's actual knowledge as of the date hereof and on the Commencement Date:

i. Subject to the reports provided to Tenant as described in Section 1.1 above, the Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

(b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

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

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

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

☐ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

(d) Landlord agrees to indemnify and hold harmless Tenant from all damages, reasonable costs, and expenses, which result from a material breach of

Landlord's representations contained in this Section 10.1, subject to the limitations set forth in this Lease.

10.2 Landlord Obligations

(a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:

i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;

ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;

iii. the Common Areas;

iv. exterior windows of the Building;

v. elevators serving the Building, and

vi. landscaping throughout the Building, the Building perimeter, and parking areas

(b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. For repairs that require the services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gases, etc., landlord shall retain the services of a qualified vendor that possess, at minimum qualifications of being a "Certified Industrial Hygenist" through the American Board of Industrial Hygiene and a minimum of 5 years of experience conducting mold investigationsLandlord's repair obligations include, without limitation, repairs to, or replacements of:

i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);

ii. interior partitions;

iii. doors, door frames and hardware;

iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);

v. signage;

vi. emergency exit signage and battery replacement;

vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and

viii. Light fixtures, bulbs, tubes and ballasts.

(c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

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

(a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;

(b) be at least equal in quality, value and utility to the original work or installation; and

(c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

(a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than seven (7) calendar days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) business days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

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

11. SERVICES AND UTILITIES

11.1 Services

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

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. If Tenant desires HVAC after or before Tenant's Hours of Operation, then Tenant shall pay to Landlord for such usage the rate of $50.00 per hour, per zone. Such charges shall be paid to Landlord within thirty (30) days after Landlord's delivery of an applicable invoice. In addition, Landlord shall furnish HVAC, at Tenant's expense, at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment. Landlord shall, as part of the work described in Landlord's Work Letter, install submeters in any and all mechanical rooms of the Premises which shall measure the amount of electricity consumed therein during hours other than Tenant's Hours of Operation. Landlord shall cause such sub-meters to be read on a monthly basis and Tenant shall pay to Landlord for the electricity consumed by the mechanical room(s) during hours other than Tenant's Hours of Operation within thirty (30) days after Landlord's delivery of an applicable invoice.

(b) Electricity

Landlord shall furnish to the floor on which the Premises is located the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall

provide the existing or new transformers or sub-panels on each floor for the Premises necessary for Tenant to utilize such capacity in the Premises; provided, however, any transformers or panels which may be required in order to accommodate Tenant's usage in the Premises of such seven (7) watts of electric current (connected load) shall be Tenant's sole cost and paid by Tenant as part of Tenant's TI Contribution.

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

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

(g) Pest Control

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

(h) Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension,

or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) business days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

(i) Landscaping

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

(j) Security

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

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

(a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;

(b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

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

(a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) from the installments of Base Rent next falling due;

(b) to pursue the remedy of specific performance;

(c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or

(d) to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

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

15.4 Limitation of Liability

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

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease. Notwithstanding the foregoing to the contrary, this Lease shall not be assigned to the Department of Corrections or Department of Probation to the extent such departments use the Premises for public facing purposes as opposed to administrative office use.

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the

transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

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

(a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).

(b) A signed letter from the new owner including the following information:

i. Name and address of new owner or other party to whom Base Rent should be paid

ii. Federal tax ID number for new owner

iii. Name of contact person and contact information (including phone number) for new owner

iv. Proof of insurance

(c) A W-9 form for new owner.

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

(a) complies with all laws;

(b) is not visible from the exterior of the Premises or Building;

(c) will not materially affect the systems or structure of the Building; and

(d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably

determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand ($25,000.00) dollars, and list any Tenant-required endorsement forms.

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

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

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

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

(b) Additional Insured Status and Scope of Coverage

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

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

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

(i) Per Occurrence Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Intentionally Omitted

20.3 Insurance Coverage Types And Limits

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

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

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

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

20.4 Landlord Requirements

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

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

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

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

(b) Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

ii. Be written for the full replacement cost of the Property, with a deductible no greater than $250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved and unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. Up to ten percent (10%) of Tenant's parking spaces may be provided as tandem

parking spaces, provided Landlord, at its sole cost and expense, includes a reasonable number of parking attendants for such tandem parking, and Landlord must give sixty (60) days' advance written notification to Tenant of Landlord's election to provide tandem parking spaces. Other than such ten percent (10%) allocation, no other tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. If required, Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 Remedies

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

(a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

(b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability,

corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

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

22.3 Tenant Indemnity

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

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

23. ESTOPPEL CERTIFICATES

Tenant shall, within thirty (30) business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver

any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

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

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within thirty (30) days after the Commencement Date, subject to any delay by Landlord's lender.

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in

a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

28.1 Eyebrow Signage.

Subject to governmental approvals if applicable, and Landlord's approval of the specifications (including without limitation, size, color, location and design), which approval shall not be unreasonably withheld conditioned, or delayed, Tenant shall have the right to install one (1) eyebrow signage on the Building in the area identified on Exhibit L (Eyebrow Signage). Any costs incurred in connection with the fabrication or instalation of Tenant's Eyebrow Signage shall be deducted from the Total TI Costs.

28.2 Directory Signage

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

28.3 Monument Signage

Subject to governmental approvals if applicable, and Landlord's approval of the specifications (including without limitation, size, color, location and design), which approval shall not be unreasonably withheld conditioned, or delayed, Tenant-shall have the right to request Landlord, at Tenant's expense, to provide monument signage space for Tenant at the street entrance to the campus.

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

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

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be

bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through

an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

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

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

32.3 Landlord Assignment

(a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

(b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void. It is hereby expressly agreed that a sale agreement which sets forth sale of the Building or an assignment agreement pursuant to which Landlord assigns its interest in this Lease in connection with a sale of the Building do not constitute a Security Agreement under this Lease.

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

(d) If Landlord shall be convicted by applicable Court of law of violating the provisions of Section 5951 of the California Government Code, such conviction, which is a requirement for Tenant to exercise its remedies

pursuant to Section 5954 of the California Government Code, will constitute a material breach of this Lease, upon which Tenant shall have the right to exercise the remedy set forth in such Section 5954 of the California Government Code. In addition, in the event Landlord is convicted of violating Section 5951 of the California Government Code, Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.

(f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, other than purchasers, lenders and prospective purchasers and lenders and all of their legal representatives and brokers on a need to know basis, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

(g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

(h) Notwithstanding any contrary provision contained in this Lease, Landlord shall have the right at any time and from time to time, to refinance the Building or transfer Landlord's right, title and interest in and to the Building or Property without Tenant's consent.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the

public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

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

34. OPTION TO EXTEND.

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

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

(i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than twelve (12) months, nor earlier than fifteen (15) months, prior to the end of the initial Term, and

(ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90) days after the expiration of the Term of this Lease as then in effect, Tenant shall be entitled to holdover at the holdover rental rate as

provided in this Lease. If Tenant fails to give written notice of its election to exercise the option to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its renewal option, and Tenant shall respond by the expiration of such ten (10) business day period by delivering written notice of its election to exercise such renewal option or election not to exercise such renewal option. Tenant's failure to notify Landlord of its election to exercise such renewal option, within ten (10) business day after receipt of such written notice shall terminate this Lease as of the Expiration Date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such Expiration Date, subject, however, to the provisions that expressly survive expiration or termination of this Lease.

(c) Terms and Conditions of the Extension Term. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to one hundred percent (100%) of Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, including, but not limited to, the comparable rental rate, escalation, abatement, tenant improvement allowances (after first reasonably deducting the value of the existing improvements) then being offered to renewing tenants leasing space in the Suburban Long Beach office sub-market area ("Market").

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

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

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the Market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent. For purposes hereof, the term "comparable Premises" shall mean premises in a building similar in size and location to the Building in the Market, taking into account any improvements installed by or on behalf of Tenant in the Building, the fact that Tenant is not required to pay operating expenses, insurance or taxes for the Premises and the fact that Tenant is not required to pay for electricity, water, sewer, trash and janitorial utilities and services for the Premises. In determining the Market Rental Value, additional appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from non-sublease, non-expansion, space for renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, and the fact that Tenant is not required to pay operating expenses, insurance or taxes pursuant to this Lease, parking rights and

obligations, signage rights, abatement provisions reflecting free rent, tenant improvements and any other tenant inducements then being offered to renewing tenants leasing space in the Market, however, the fact that brokerage commissions are or are not payable for such comparable transactions shall be excluded from such calculation.

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

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

[Signatures on the following page.]

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

LANDLORD:

OMNINET FREEWAY, LP,
A Delaware limited Partnership

By: OMNINET FREEWAY GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of Member

TENANT:

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

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

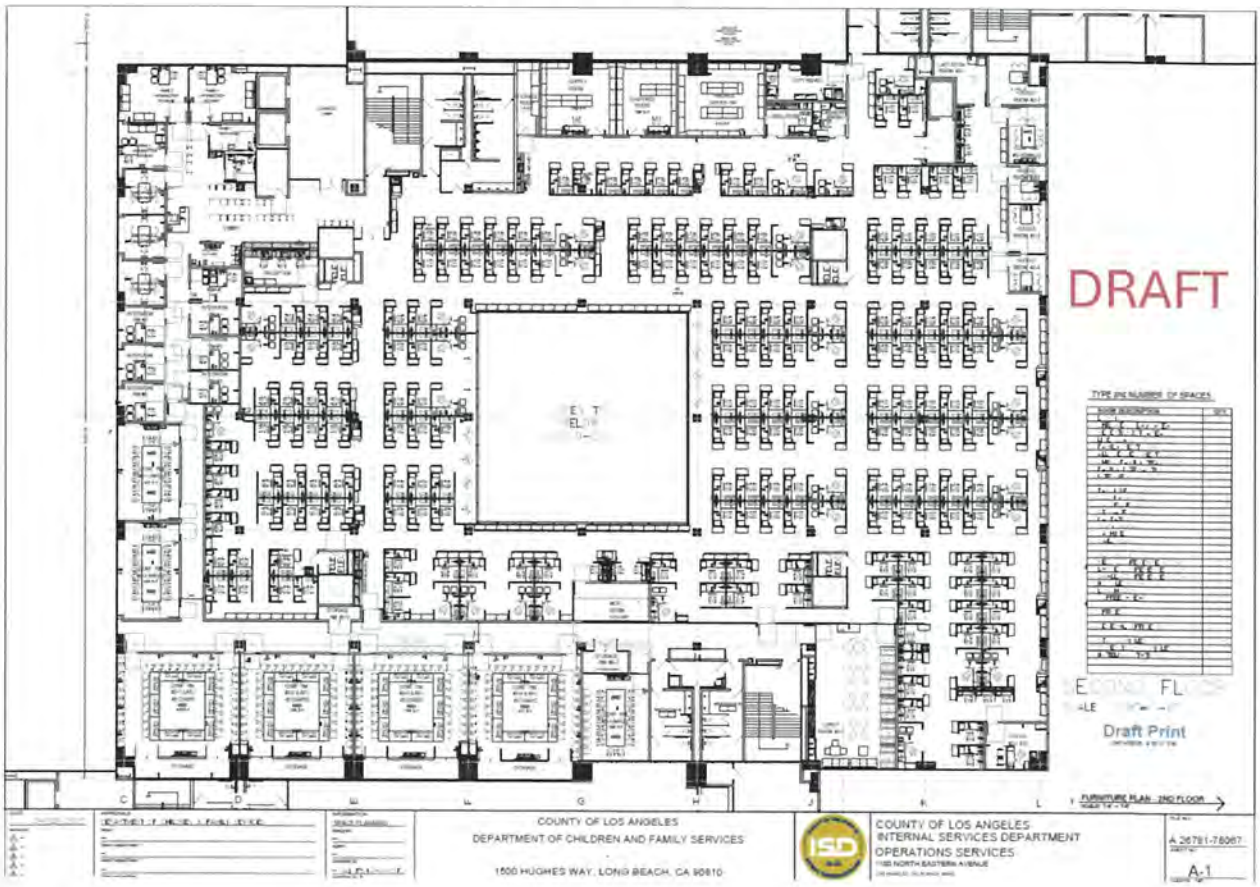


EXHIBIT B

COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and OMNINET FREEWAY, LP, A Delaware limited partnership, as tenants in common ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises commonly known as Premises A and Premises B, all in Pod "B" of the Building located at 1500 Hughes Way, Long Beach, CA 90810 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");

2) Tenant has accepted possession of the Premises and now occupies the same;

3) The Lease commenced on _____ ("Commencement Date"); and

4) The Premises contain 89,895 rentable square feet of space.

5) The initial Base Rent shall be $265,190.25 per month (or $3,182,283.00 per year) with annual CPI increases but not to exceed 3% thereafter.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name_____
Its_____

Landlord:

OMNINET FREEWAY, LP,
A Delaware limited partnership

By: OMNINET FREEWAY GP, LLC,
A California limited liability company
Its General Partner

By:_____
Michael Danielpour
Manager of General Partner

EXHIBIT C

HEATING, VENTILATION
AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.

2. Composition floors dust-mopped.

3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.

4. Waste baskets, other trash receptacles emptied.

5. Chairs and waste baskets returned to proper position.

6. Fingerprints removed from glass doors and partitions.

7. Drinking fountains cleaned, sanitized and polished.

8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

9. Bulb and tube replacements, as required.

10. Emergency exit signage and egress battery replacement (if applicable)

11. Graffiti expunged as needed within two working days after notice by Tenant

12. Floors washed as needed.

13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.

14. Non-exclusive day porter service from 7:00 a.m. to 5:00 p.m., Monday through Friday

B. WEEKLY

15. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.

16. Window sills, ledges and wood paneling and molding dusted.

C. MONTHLY

17. Floors washed and waxed in uncarpeted office area.

18. High-reach areas, door frames and tops of partitions dusted.

19. Upholstered furniture vacuumed, plastic and leather furniture wiped

20. Picture moldings and frames dusted.

21. Wall vents and ceiling vents vacuumed.

22. Carpet professionally spot cleaned as required to remove stains.

23. Intentionally Omitted.

D. QUARTERLY

24. Light fixtures cleaned and dusted, but not less frequently than quarterly.

25. Intentionally Omitted.

26. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.

27. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

28. Windows washed as required inside and outside but not less frequently than semi-annually.

29. All painted wall and door surfaces washed and stains removed.

30. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

31. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.

32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.

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

G. AS NEEDED

34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

    i. heavy traffic areas cleaned as needed, with a minimum frequency of of once every six (6) months [two (2) times per year];

    ii. moderate traffic areas cleaned as needed, with a minimum frequency of once every six (6) months [two (2) times per year]; and

    iii. clean light traffic areas a minimum of once per year.

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

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

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

H. GENERAL

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

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
320 W. Temple Street, 7th Floor)
Los Angeles, California 90012) **Space above for Recorder's Use**

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

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

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: _____
_____
_____
_____

To Borrower: OMNINET FREEWAY LP
9420 Wilshire Blvd., 4th Floor
Beverly Hills, CA 90212
Attention: Michael Danielpour

With a copy to:

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

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

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

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

By:_____
Name:_____
Title:_____

BORROWER:

OMNINET FREEWAY LP
A Delaware limited partnership

By: OMNINET FREEWAY GP, LLC,
a California limited liability company
Its General Partner

By: _____
Michael Danielpour
Manager of General Partner

LENDER: [*Insert name of Lender*],

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

_____

_____

_____

Attn: _____

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

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

1. Firm Name: _____

2. Address: _____

_____

_____

3. Contact Person/Telephone Number: _____

4. Total number of employees in the firm: _____

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

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

2. Total Number of Ownership/Partners, Etc.: _____

3. Provide the percentage of ownership in each category.	All Employees	Women
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		

III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

Is your firm currently certified as a minority owned business firm by the:

State of California? ☐ Yes ☐ No

City of Los Angeles? ☐ Yes ☐ No

Federal Government? ☐ Yes ☐ No

Section D. OPTION TO PROVIDE REQUESTED INFORMATION

American Indian/Alaskan Native			☐ We do not wish to provide the information required in this form. Firm Name: _____ Signature/Title: _____ Date: _____
All Others			

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between OMNINET FREEWAY, LP, a Delaware limited partnership (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

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

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

Dated: _____, 20__.

LANDLORD:

OMNINET FREEWAY, LP,
A Delaware limited partnership

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

By:

_____
Name: Michael Danielpour
Title: Manager of General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT I

LANDLORD'S WORK LETTER

LANDLORD'S WORK LETTER

For

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

COUNTY OF LOS ANGELES, as Tenant

OMNINET FREEWAY, LP A Delaware limited partnership

as Landlord

1500 HUGHES WAY

Suites:

Pod B, 2nd Floor (Premises A)

Pod B, 4th Floor (Premises B)

LONG BEACH, CALIFORNIA

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated _____, 20__, executed concurrently herewith, by and between OMNINET FREEWAY LP, a Delaware limited partnership, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

(a) Total TI Costs	$15,731,625.00 (i.e., $175.00 per rentable square foot of the Premises)
(i) Landlord's TI Allowance	$5,393,700.00 (i.e., $60.00 per rentable square foot of the Premises)
(ii) Tenant's TI Contribution	$10,337,925.00 (i.e., $115.00 per rentable square foot of the Premises)
(b) TI Amortization Rate and Change Authorization Amortization Rate:	Not Applicable
(c) Tenant's Work Letter Representative	An assigned staff person of the Chief Executive Office-Real Estate Division
(d) Landlord's Work Letter Representative	William Molina or an assigned staff person of the Landlord
(e) Landlord's Address for Work Letter Notices	OMNINET FREEWAY, LP 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: William Molina Email: williamm@omninet.com With a copy to: OMNINET FREEWAY, LP 9420 Wilshire Boulevard, Suite 400 Beverly Hills, California 90212 Attention: Michael Danielpour And to: Omninet Property Management, Inc. 9420 Wilshire Boulevard, Suite 400

Beverly Hills, California 90212
Attention: Commercial Operations

(f)	Tenant's Address for Work Letter Notices	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
(g)	Addenda	Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Preliminary and Final TI Cost Summary

2. Construction of the Building.

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall not be considered Tenant Improvements (as defined below) unless such changes or additions are specifically described in Addendum B hereto.

2.2 Additional Costs Not Total TI Costs.

(a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the Americans with Disabilities Act of 1990 (ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred if the Building had been in compliance with such codes, then such costs shall not be included in the calculation of Total TI Costs (as defined below), and Tenant shall have no financial responsibility for such costs.

(b) Landlord must identify all noncompliant code related items utilizing an independent third-party expert at Landlord's sole cost and expense. Any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Total TI Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) code compliance work required for the existing fire sprinkler system including existing main lines, existing branch lines and existing sprinkler heads, however, any modification to, relocation of or other upgrade of the existing main lines, existing branch lines and existing sprinkler heads located within the Premises shall be a cost deducted from the Total TI Costs, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease, nor (v) supervision or overhead costs of Landlord.

(c) Landlord shall be solely responsible for all costs and expenses necessary to increase and / or, maintain existing structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses. If Tenant's floor loading requirements exceeds the structural floor loading capacity of the Building, then all costs of increasing the floor loading shall be included as a Total TI Cost.

(d) Tenant shall have the right at any time prior to the Commencement Date to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2017, Method A, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. A copy of such measurement report shall be delivered to Landlord. Landlord and Tenant hereby agree there will be no modification made to the Base Rent if the remeasured square footage exceeds or is less than the amount set forth in Section 1.1(c) of the Lease. The cost of such measurement shall be a Total TI Cost.

2.3 Base Building Plans. Landlord has delivered to Tenant complete and accurate "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) and Adobe PDF electronic format. If Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below), but shall be deemed to be a delay caused by Landlord, and Landlord shall pay for any increased costs caused by such delay.

2.4 Survey. Where 'as-built' plans are missing, Landlord must perform a survey of existing space, which shall include existing floor plans and mechanical, electrical, and plumbing systems. The survey shall be at Landlord's sole cost and expense. Landlord shall submit such survey to the Tenant such that the initial Space Plan (as defined in Section 5.1) can be modified to conform to the existing conditions.

2.5 Refurbishment Work. Landlord, at its sole cost and expense, shall repaint and install new carpet or other flooring, as applicable, throughout the Premises in accordance with Building standard materials of a commercially reasonable standard and quality for high traffic commercial office areas within six (6) months after the 10th anniversary of the Commencement Date of the initial Term and Tenant's selection of Building standard finishes, provided Tenant waive, in writing to Landlord, its Early Termination option set forth in Section 4.4 of the Lease on or before the 10th anniversary of the Commencement Date of the initial Term.

3. Selection of Architect and Engineer. Landlord shall not proceed with any bid solicitation for architectural services until final space plan is furnished to the Landlord. Once Landlord receives the final space plan, Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects and engineers familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord and Tenant shall receive the bids conterminously from each of the (3) bidders and shall meet within five (5) business days of receiving the bids to jointly review the bids. Landlord shall select an architect and an engineer, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) business days after Landlord has submitted the name of the selected architect and the selected engineer to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an

architect (the "Architect") and an engineer (the "Engineer"), and Tenant's written acceptance has been delivered to and received by Landlord.

4. Selection of Contractor. The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form) to construct the Tenant Improvements depicted on the Final Plans. Landlord and Tenant shall receive the bids conterminously from each of the (3) bidders and shall meet within five (5) business days of receiving the bids to jointly review the bids. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

5. Preparation of Plans and Specifications and Construction Schedule.

5.1 Preparation of Space Plan. Concurrently with the execution of this Lease, Tenant shall submit to Landlord specifications for the Premises, which shall include a space plan, and when available, low voltage and furniture plans and shall depict, without limitation, all demising walls, corridors, entrances, exits, doors, and interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively, the "Space Plan").

5.2 Preparation and Review of Working Drawings. Within thirty (30) days after the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall (a) be consistent with the Space Plan and the Preliminary TI Cost Summary (as defined below), (b) be compatible with the design, construction and equipment of the Building, (c) comply with all applicable laws, (d) be capable of physical measurement and construction, (e) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (f) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times provided that a schedule to submit the Working Drawings is provided to, and approved by, the Tenant. Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely responsible for ensuring that the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.3 Preparation and Review of Engineering Drawings. As part of the Total TI Costs, Landlord shall cause the Architect to coordinate with the Engineer and to integrate all engineering drawings prepared by the Engineer, including but not limited to complete mechanical, electrical, HVAC, and plumbing plans ("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall, as part of the Total TI Costs, cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up of a web-based download link. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense and shall not be unreasonably withheld, conditioned, or delayed.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within twenty-one (21) calendar days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.

5.6 Schedule. Within thirty (30) calendar days of the Plan Submission Date, Landlord shall submit to Tenant a detailed baseline construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates of certain project milestones, including but not limited to completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement date, interim schedule milestone dates, and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, then Landlord shall provide a recovery schedule and/or request for a contract time extension.

5.7 Submittals. The Landlord or Contractor shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" include drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements.

"Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams, manufacturer specifications (if available) and other information furnished by the Landlord or Contractor to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

6. Landlord's TI Cost Summary and Payment of Total TI Costs.

6.1 Cost Summary. Within twenty-one 21 calendar days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within ten (10) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary". Tenant shall have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved by a separate written agreement executed by Landlord and Tenant. Tenant's failure to accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be rejected. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing, which approval shall not be unreasonably withheld, conditioned or delayed, and any delay by providing its approval of the Final TI Cost Summary shall extend the two hundred seventy (270) day time period set forth in Section 4.2 of the Lease on a day for day basis until Tenant provides its approval of the Final TI Cost Summary. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at a cost to be deducted from the Total TI Costs, to comply with the Preliminary TI Cost Summary, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall extend, on a day for day basis until the Tenant Improvements are redesigned and approved by Tenant, the two hundred seventy (270) day time period set forth in Section 4.2 of the Lease. If Tenant rejects the Preliminary TI Cost Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto.

6.2 Landlord's TI Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." Costs of Tenant Improvements shall include costs for furniture, telecommunications equipment, if any, soft costs, and any other costs approved in writing by Tenant (collectively "Total TI Costs"), all of which must not exceed the sum of Landlord's TI Allowance, Tenant's TI Contribution, and the cost of any Change Authorizations (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements, except for delays or costs arising from Tenant Delays, Force Majeure or Change Authorizations. Except as otherwise provided herein, all Total TI Costs shall be paid by Landlord and deducted from Landlord's TI Allowance. If the Total TI Costs exceed Landlord's TI Allowance, then Tenant may authorize Landlord to pay

the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

6.3 Method of Payment. Tenant shall pay Landlord that portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of the Landlord's TI Allowance in a lump sum, within sixty (60) calendar days after all of the following conditions have been met: (i) Tenant Improvements are Substantially Complete (as defined in the Lease); and (ii) Landlord has provided Tenant with all documentation substantiating all Tenant Improvements' expenses, including, without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved change orders, on a flow basis, so that Tenant may reconcile all Total TI Costs to determine and confirm the total TI Costs spent and the amount of Tenant's TI Contribution owed to Landlord.

6.4 Base Rent Credit for Unused Portions of Landlord's TI Allowance. If the Total TI Costs are less than the Landlord's TI Allowance, then the amount of any unused portion of the Landlord's TI Allowance shall be applied as a credit against the next installment(s) of Base Rent due under the Lease.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto, such work shall be considered a Base Building Improvement and shall be performed by Landlord at its own cost and expense and not included in the cost of Tenant Improvements.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after a minimum of three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain a minimum of three (3) bids from responsible and qualified bidders for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

7.3 Permits. As part of the Total TI Costs, Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans. Landlord shall obtain plan check approval prior to soliciting bids from contractors pursuant to Section 4 hereof.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within thirty (30) calendar days after the issuance of the necessary permits and governmental approvals. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below) and/or Tenant Delays.

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

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

(b) Decorating Decisions. As part of the Total TI Costs, all design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, flooring and base, and any other decor selection efforts required by Tenant, shall be provided by Landlord in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. As part of the Total TI Costs, Landlord shall cause the Contractor to issue a warranty stating that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion (as defined in the Lease); provided, however, Tenant may request that Contractor extend the one (1) year construction defect warranty for an additional one (1) year (for a total of two (2) years of construction defect warranty), in which case, Tenant shall pay, as part of the Tenant's TI Contribution, the cost charged by the Contractor for extending the construction defect warranty for an additional one (1) year. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items, subject to applicable warranties.

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

(e) Compliance with Laws. As part of the Total TI Costs, the Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.

(f) Access During Construction. Tenant shall have the right to conduct site visits to observe progress of the Tenant Improvements during the course of construction. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Premises upon delivery of written notice at least thirty (30) calendar days prior to the Commencement Date, for the sole purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within ten (10) business days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection, with the costs of such punch list items, if any, to be allocated to Landlord or Tenant, based on the party originally responsible for the cost of the item to be corrected. Any new or additional items added by Tenant to the punch list (which are not punch list items of deficiencies or incomplete work) shall be at Tenant's cost as part of Tenant's TI Contribution.

7.7 Conformed Plans. Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in an AutoCAD 2015 (or later version) format, along with one complete set of plans and specifications Adobe PDF electronic format via USB flash drive and set up of a web-based download link.

8. Requests for Change. Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). At the time a Request for Change, Landlord shall inform Tenant of the number of days of delay caused by the Change Authorization. The two hundred seventy (270) day period for Landlord to complete the work described in Section 4.2 of the Lease shall be extended on a day for day basis for each day of delay due to the Change Authorization and the Project Commencement Date shall be extended on a day for day basis for each day of delay due to the Change Authorization.

Only the County's Chief Executive Officer or his/her designee is authorized to execute Change Authorizations on behalf of Tenant. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant Requested Changes"), then any additional costs related thereto in excess of Landlord's TI Allowance shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant shall be obligated to pay Landlord for the Tenant Request for Change as part of Tenant's portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance as defined in Section 6.3. Such costs

shall be paid in a lump sum, within sixty (60) days as required under Section 6.3. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes or approved by the Chief Executive Officer or his/her designee, except for requirements of governmental agencies to achieve Tenant's approved tenant improvements. Landlord shall submit to the Chief Executive Officer or his/her designee with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously executed, and (iii) an estimate of the number of days by which the construction time will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and dated by tenant department, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

9. Furniture System.

9.1 Tenant shall deliver to Landlord within fourteen (14) calendar days after the date of full execution of this Work Letter, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package. Landlord shall order the modular furniture set forth in the Modular Specifications and install the same within the Premises, all of which shall be a Total TI Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package shall not be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. Total TI Costs Adjustment and Right to Audit. Within ten (10) business days of the issuance of a Certificate of Occupancy for the Premises, or a final sign-off by the City of Los Angeles building inspector, whichever occurs first, Landlord shall provide to Tenant a statement showing (a) all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (b) the amount of Total TI Costs that is in excess of Landlord's TI Allowance

and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Total TI Costs at any time until the fifth (5th) annual anniversary of the date of Tenant's Acceptance of the Premises (the "Audit Expiration Date") (and as of the Audit Expiration Date such audit right shall terminate and be of no further force or effect); provided, however, if this Lease shall be terminated prior to the Audit Expiration Date, then Tenant's audit right shall terminate as of the date of the termination of this Lease. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary for Landlord's review and confirmation. If Landlord confirms that Tenant is entitled to a reduction in the payment, then Landlord shall pay Tenant the amount of any over-payment made by Tenant within thirty (30) calendar days by business check. Landlord shall require the Contractor to include audit provisions in all subcontracts which allow Tenant to audit the subcontractors books and records with respect to the Tenant Improvements.

11. Telephone/Computer Room and Equipment. As part of the Total TI Costs, Landlord shall complete the telephone equipment room(s), including permanent power and HVAC, in compliance with the Space Plan, Low-Voltage Plan and specifications provided by Tenant, at least thirty (30) calendar days prior to the Estimated Commencement Date. During this thirty (30) day period, the Landlord shall be responsible for the security and protection of any telephone/data equipment delivered to the site prior to the Estimated Commencement Date.

12. Delay.

12.1 Tenant Delays and Force Majeure Delays and Change Authorization. Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Estimated Commencement Date set forth in the Lease and the two hundred seventy (270) day period to complete the Tenant Improvements set forth in Section 4.2 of the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein, but only to the extent such failures or refusals delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage, delay in the issuance of building permits or other required governmental approvals, or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)") or (c) Landlord's performance of the work described herein is delayed due to a Change Authorization. Notwithstanding any contrary provision contained herein, any delay of Substantial Completion which is due to or results from delays caused by vendors retained by Tenant to perform work or services required for Substantial Completion, including without limitation, the installation of any of Tenant's any low voltage, telephone or data equipment, then such delays shall also constitute a Tenant Delay.

12.2 Limitations.

(a) Notice. No Tenant Delay, Change Authorizations, or Force Majeure Delay shall be deemed to have occurred unless, Landlord has provided Tenant with written notice within two (2) days of the event giving rise to such claim, in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay

or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, efforts which Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed $1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, then the Estimated Commencement Date would be extended by only fourteen (14) calendar days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.

(d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Critical Path of the Construction Schedule.

(e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

13. Tenant Remedies. Subject to Section 8 and 12.1, if Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, then Tenant may, at its option:

13.1 Cancel the Lease upon thirty (30) calendar days' prior written notice to Landlord; or

13.2 Upon thirty (30) calendar days' prior written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

(a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto.

Any default by Landlord under the terms of this Work Letter beyond the expiration of all applicable notice and cure periods shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

14. Representatives.

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

15. Elevator Usage During Move-In. In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease as part of the Total TI Costs, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment. With the exception of Tenant's usage of a temporary construction elevator and hoist, any existing elevator usage provided under this Section 15 shall be at no cost to Tenant.

16. Construction Meetings. During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than three (3) calendar days after the date of the next construction meeting.

17. Delivery. Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.

18. Miscellaneous. This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter. This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section 30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

[Signatures on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

OMNINET FREEWAY, LP
A Delaware Limited Partnership

By: OMNINET FREEWAY GP, LLC
A California limited liability company
Its General Partner

By: _____
Michael Danielpour
Manager of General Partner

[Signatures continued on the following page.]

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
CHIEF EXECUTIVE OFFICER

By:_____
John T. Cooke
Assistant Chief Executive Officer

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

(a) the Building shell and exterior, including perimeter window systems and mullions in good condition. The second floor perimeter windows are to have a third row of window panes exposed (currently covered by drywall) along the perimeter throughout. If building has not been constructed or is still under construction, no tenant improvements work shall commence until building has been signed off by the City having jurisdiction and Certificate of Occupancy has been received.

(b) Must also include mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;

(c) one (1) set of toilet rooms in the common areas on any full and multi-tenant floors of the Premises, per code, including new toilet partitions, lavatories, floor tile, counter tops, sinks, and "touchless" faucets, soap dispensers, hand dryers, if needed, and necessary plumbing fixtures, ceramic tile floors, ceilings and lighting, with running hot and cold water;

(d) Furnish and/or upgrade any common area elevator lobby and common area corridor on any partial floor occupied by Tenant using Building standard materials, as well as, upgrade the elevator lobby on the 2nd floor and any full floors with Building standard finishes selected by Landlord, but reasonably approved by Tenant;

(e) Landlord to ensure that the roof and exterior windows are watertight;

(f) Drywall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:

(g) public stairways;

(h) passenger and freight elevators in good working order; Landlord to install secure controlled access system to freight elevator located in Pod B.

(i) parking facilities and all parking and exterior lights in good working order;

(j) ground floor lobby;

(k) finished elevator lobbies (with flooring, lights, finished walls and ceiling);

(l) loading dock and/or area;

(m) Install one (1) ADA compliant water bottle filling station on each floor within the Premises including within the public lobby;

(n) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;

(o) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on the 2nd floor, in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

(p) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;

(q) mechanical equipment room and existing ducting; provided, however, any new ducting for such mechanical exhaust system shall be Tenant's sole cost and paid by Tenant as part of Tenant's TI Contribution;

(r) concrete floors with troweled finish ready for tenants floor finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;

(s) Intentionally Omitted;

(t) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core ("Main Loop") shall be delivered in working order, provided, that, the cost of modifying the existing hot and cold air loops (as applicable) and ducting off the Main Loop pursuant to Tenant's Final Plans and the cost of relocating any portion of the Main Loop pursuant to Tenant's Final Plans shall be Tenant's sole cost and paid by Tenant as part of Tenant's TI Contribution. Prior to Tenant taking occupancy, Landlord at its sole cost and expense, shall have its 3rd party HVAC subcontractor certify the HVAC system is sufficient and air balanced in accordance with the HVAC requirements outlined in the Lease.

(u) Intentionally Omitted;

(v) primary fire sprinkler distribution, including existing secondary piping and existing sprinkler heads as required for the unoccupied Premises;

(w) existing primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution, as described in Section 2.2(b)(ii) above and in accordance with the cost allocation set forth therein;

(x) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and

(y) Drywall on the service core walls, columns and sills in the Premises.

(z) Demolition and removal of any existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises.

(aa) Landlord shall make available data (internet) and telecommunication fiber connectivity to the main point of entry (MPOE) room within the Building. Tenant shall pay for such internet services within the Premises.

(bb) Landlord shall provide Tenant with an Americans with Disabilities Act Report. Landlord and Tenant shall mutually agree on the scope of work for Landlord to cure any deficiencies found in the accessibility report performed by Landlord's accessibility sub-contractor.

(cc) Install missing window tint throughout exterior windows of the Premises.

(dd) To the extent not included as part of what is required for Landlord to obtain the building permit for the Tenant Improvements, Landlord shall modify the existing handrail extension, interior guardrails, and warning stripes within the POD "A" Exit Stairwells in the Premises at a cost to be shared equally by Landlord and Tenant.

(ee) In the event any demising walls are required on the 2nd floor and/or 4th floor, Landlord shall install full height demising walls and separate out any mechanical, electrical, and fire and life safety systems (as needed).

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements, to be paid by Tenant as part of Tenant's TI Contribution, shall include:

(a) Tenant ceilings and lighting;

(b) Any restrooms (other than the Common Area Restrooms) within the Premises requested by Tenant;

(c) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);

(d) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);

(e) Interior partitions, doors and hardware within the Premises;

(f) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;

(g) Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;

(h) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;

(i) Any and all signs for Tenant and the power therefor, including but not limited to, any Suite Signage, Monument Signage, and/or Eyebrow Signage;

(j) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;

(k) Additional and/or above standard electrical capacity; and

(l) Fiber optic access.

ADDENDUM C To Landlord's Work Letter

PRELIMINARY AND FINAL TI COST SUMMARY

___ Preliminary TI Cost Summary
___ Final TI Cost Summary

Lease No. _____
Address _____

Cost Category	
Architecture and Engineering Contract	$
Plan Check Fees & Permits	$
General Contractor	$
(Profit)	$
(Overhead)	$
Furniture	$
Other (Specify)	$
Total TI Costs	$

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025
BOARD MEETING DATE	6/17/2025
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Public Works
SUBJECT	South El Monte Assessor Office 1190 Roof Replacement Project
PROGRAM	Capital Projects
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why: N/A
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.**
DEADLINES/ TIME CONSTRAINTS	The roof repair is to begin in the early summer season so it can be completed before the next rainy season.
COST & FUNDING	Total cost: $2,546,000 / Funding source: South El Monte Assessor Office 1190 Roof Replacement Project, Capital Project No. 8A077. TERMS (if applicable): N/A Explanation: N/A
PURPOSE OF REQUEST	The existing roof has reached the end of its useful lifespan and is exhibiting issues with leaks throughout the facility. The roof has been patched and repaired throughout the years; however, constant leaking and increasing costs due to repairs have prompted the need to replace the damaged roof. The exterior windows are also leaking in rainwater. The repairs will prevent leakage and further damage to the building and improve the suitability, operational effectiveness, and cost-efficiency of the Assessor Office current and future use.
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed project is located at 1190 Durfee Avenue, South El Monte, CA 91733. The 36,861-square-foot, 2-story office building was built in 1980 and was purchased by the County in 2019.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Board Priority No. 5: Environmental Health Oversight and Monitoring. Replacing the leaky roof will prevent moisture from damaging the building and keep the environment safe from moisture-borne mold and bacteria.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

MARK PESTRELLA, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

June 17, 2025

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:

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
SOUTH EL MONTE ASSESSOR OFFICE 1190 ROOF REPLACEMENT PROJECT
APPROVE PROJECT, SCOPE, AND BUDGET
AUTHORIZE USE OF JOB ORDER CONTRACT
SPECS. 7983; CAPITAL PROJECT NO. 8A077
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 1)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval for the proposed South El Monte Assessor Office 1190 Roof Replacement Project, scope, and budget; and to authorize Public Works to deliver the project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed South El Monte Assessor Office 1190 Roof Replacement Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

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2. Approve the proposed South El Monte Assessor Office 1190 Roof Replacement Project, Capital Project No. 8A077, with a total project budget of $2,546,000.

3. Authorize the Director of Public Works or his designee to deliver the proposed project using Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to seek Board approval to find the proposed South El Monte Assessor Office 1190 Roof Replacement Project exempt from the California Environmental Quality Act (CEQA), approve the capital project and budget, and authorize Public Works to deliver the proposed project using a Board-approved Job Order Contract (JOC).

Project Description and Background

The proposed project is located at 1190 Durfee Avenue, South El Monte, CA 91733. The 36,861-square-foot, 2-story office building was built in 1980 and was purchased by the County in 2019.

The South El Monte Assessor Office's existing roof at 1190 Durfee Avenue has reached the end of its useful lifespan and is exhibiting issues with water pooling and deterioration, causing leaks throughout the facility. The roof has been patched and repaired throughout the years by the prior owner; however, constant leaking and increasing costs of repairs have prompted the need to replace the damaged roof. The proposed repair work includes the removal and replacement of the existing roof and mansard roof assemblies, including any damaged structural decking, drains, sheathing, flashing, coping, curbs, and parapets. In addition to the work, there will be the recaulking of the exterior windows, which are exhibiting water penetration.

Public Works is utilizing Board-approved on-call consultants for design and construction administration and is seeking approval from the Board to carry out the construction using a Board-approved JOC. It is anticipated that construction will begin in August 2025 and be completed in six months.

Green Building/Sustainable Design Program

The proposed project will support the Board's policy for Green Building/Sustainable Design Program by incorporating design features that will optimize energy efficiency as part of the building renovation.

DRAFT

Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal E, Economic Health, Strategy ii, Small Businesses; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by improving public infrastructure assets that will improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total cost for the proposed South El Monte Assessor Office 1190 Roof Replacement Project is estimated at $2,546,000, as noted in the Enclosure, which includes design, plan check, consultant services, construction, change order contingency, Civic Art allocation, and County services.

Sufficient appropriation is available in the Fiscal Year 2024-25 Capital Projects/Refurbishment Budget, Capital Project No. 8A077, to fully fund the proposed project. The proposed project is funded with $2,546,000 of net County cost derived from the departmental prior-year savings.

Operating Budget Impact

The proposed Scope of Work consists of repairs made to an existing building. Therefore, following the completion of the proposed project, Public Works and the Office of the Assessor do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Project would be constructed under a JOC previously approved by the Board. It contains a standard construction contract, which was reviewed and approved by County Counsel, and terms and conditions supporting the Board's ordinances, policies, and programs. These include, but are not limited to, the County's Greater Avenues for Independence and Skills and Training to Achieve Readiness for Tomorrow Program, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

The plans and specifications, including the contractual provisions and material requirements necessary for the proposed project, are on file with Public Works Business

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Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by Qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate implementation of the targeted hiring requirement of the policy.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project budget includes 1 percent of eligible design and construction costs in an estimated amount of $15,000 to be allocated to the Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the provisions of CEQA. It consists of repairing an existing office building, including replacing the roof, and is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a), (d), and (l); and 15302 (c) of the State CEQA Guidelines; and Classes 1 (c), (d), (h), and (i); and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for the repair, refurbishment, and minor alterations of existing facilities and replacement of the roof involving negligible or no expansion of existing use and where replacement features will have the same purpose and capacity. Additionally, the project will comply with all applicable regulations and is not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to California Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk and the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation in accordance with California Public Resources Code 21152 and will post the Notice of Exemption to the County's website pursuant to Section 21092.2.

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CONTRACTING PROCESS

Public Works is utilizing Board-approved, on-call consultants for design and construction administration and is requesting Board authorization to carry out the construction using a Board-approved JOC.

The proposed project scope includes repair work, and Public Works has determined that the use of JOC is the most appropriate contracting method to deliver the proposed project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current County services. The proposed project will be phased accordingly to minimize disruptions to current services during the construction phase.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:mm

Enclosure

c: Arts and Culture (Civic Art Division)
Assessor
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors

DRAFT

ENCLOSURE
June 17, 2025

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
SOUTH EL MONTE ASSESSOR OFFICE 1190 ROOF REPLACEMENT PROJECT
APPROVE PROJECT, SCOPE, AND BUDGET
AUTHORIZE USE OF JOB ORDER CONTRACT
SPECS. 7983; CAPITAL PROJECT NO. 8A077
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 1)
(3-VOTES)

I. PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	*Q2 2025
Jurisdictional Approval	Q3 2025
Construction	
Substantial Completion	Q1 2026
Project Acceptance	Q1 2026

*Indicates a completed activity.

II. PROJECT BUDGET

Budget Category	Budget
Construction	
Construction	$1,655,000
Change Order Contingency (15 percent)	$ 330,000
Civic Arts	$ 15,000
Subtotal	$2,000,000
Plans and Specifications	$ 200,000
Consultant Services	$ 40,000
Miscellaneous Expenditures	$ 11,000
Jurisdictional Reviews	$ 30,000
County Services	$ 265,000
Total	**$2,546,000**

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025
BOARD MEETING DATE	6/17/2025
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Chief Executive Office
SUBJECT	Request for Approval and Award of Insurance Brokers Program Master Agreements
PROGRAM	Insurance Program
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No
	If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	Current Master Agreement expires June 30, 2025.
COST & FUNDING	Total cost: N/A Funding source: Risk Management Insurance Budget
	TERMS (if applicable): Five years with four one-year optional extensions and one six-month optional extension.
	Explanation: There is no cost associated with executing the MAs. Cost will be incurred on each work order, under Risk's Insurance Budget.
PURPOSE OF REQUEST	Approval of the recommended actions will enable the County to establish agreements with qualified contractors to provide insurance brokerage services for the various insurance programs managed by the County. These services, as part of the Master Agreement, will support the risk management needs of all County departments and streamline the contracting process by consolidating multiple existing CEO agreements.
BACKGROUND (include internal/external issues that may exist including any related motions)	I don't think we have any internal/external issues. This master agreement will replace the Special Insurance Program (SIP) Master Agreement which was adopted July 2017 and set to expire June 30, 2025, the Aviation and Airports Insurance broker services contract and the Consolidated Property Insurances broker services contract, both of which the Board adopted December 2017 and set to expire December 31, 2025.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: The recommended actions support the Countywide Strategic Plan Goal Number 3, Realize Tomorrow's Government Today, by consolidating and streamlining the contracting process, and increasing contractor participation opportunities through the Master Agreement process.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Robert Chavez, Acting Manager, CEO, (213) 351-6433, rchavez@ceo.lacounty.gov Ansara J. Lewis, Chief Program Specialist, (213) 639-6072, ALewis@ceo.lacounty.gov

BOARD OF SUPERVISORS | Hilda L. Solis First District | Holly J. Mitchell Second District | Lindsey P. Horvath Third District | Janice Hahn Fourth District | Kathryn Barger Fifth District

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"

June 17, 2025

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 FOR APPROVAL AND AWARD OF INSURANCE BROKERS PROGRAM MASTER AGREEMENTS (ALL DISTRICTS) (3-VOTES)

SUBJECT

Request delegated authority to award and execute Insurance Brokers Program Master Agreements to provide insurance broker services for the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Executive Officer, or her designee, to execute Insurance Brokers Program Master Agreements with the vendors listed in Enclosure I, in a format substantially similar to the sample agreement, provided in Enclosure II, effective upon the Board's approval or July 1, 2025, whichever is later, for a five-year term, with four additional one-year extension options and one six-month extension option, for a total Master Agreement term of nine years and six months.

2. Authorize the Chief Executive Officer, or her designee, to: execute Master Agreements with new vendors that become qualified contractors throughout the term of the Master Agreement, suspend or terminate Master Agreements for administrative convenience, and execute Master Agreement Amendments to: (i) exercise renewal extension options, (ii) approve assignment and delegation of the Agreement resulting from acquisitions, mergers, or other changes in entity, (iii) make changes to the terms and conditions to align with Board policy changes/directive, and (iv) add/or delete service

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categories and/or applicable exhibits of the Master Agreement as they become necessary.

3. Authorize the Chief Executive Officer, or her designee, to execute Work Orders resulting from Work Order Solicitations conducted by the Chief Executive Office (CEO) up to the amount budgeted for services, amend or terminate Work Orders, and extend applicable Master Agreements automatically beyond their term where a Work Order for a critical project is issued with an expiration date of no more than 180 days past the expiration of the Master Agreement. CEO will report Master Agreement fiscal activities to the Board annually.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The 2025 Insurance Brokers Program Master Agreement will cover the broad spectrum of insurance programs administered by the County. The insurance brokerage services resulting from this Master Agreement will support the risk management needs of all County departments and include the following categories.

- Property Insurance
- Liability Insurance
- Parametric Earthquake
- Commercial Crime Insurance
- Accidental Death and Dismemberment
- Aviation/Airport Liability

If approved by the Board, this Master Agreement will streamline insurance broker services by consolidating several existing CEO agreements. Specifically, it will replace the Special Insurance Program (SIP) Master Agreement that your Board adopted in July 2017 and set to expire June 30, 2025, the Aviation and Airports Insurance Broker Services contract and the Consolidated Property Insurances broker services contract, both of which the Board adopted in December 2017 and set to expire December 31, 2025. This consolidation under a single Master Agreement is intended to simplify contract administration, improve efficiency and obtain competitive pricing throughout the Master Agreement term.

Once approved by your Board, a total of five (5) contractors met the minimum requirements and were qualified to be added to the Master Agreement list under various categories, following a robust engagement and outreach process that reached hundreds of potential vendors. The Request for Statement of Qualifications (RFSQ) will remain open and will continuously qualify for new vendors and add Service Categories to respond to emerging needs and Board priorities.

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Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan: North Star 3, Realize Tomorrow's Government Today, by consolidating and streamlining the contracting process, and increasing contractor participation opportunities through the Master Agreement process.

FISCAL IMPACT/FINANCING

Funds will be expended for insurance brokerage services as needed under a resulting Work Order award to procure services through the Master Agreement. Payments will be secured under the CEO Insurance Budget. CEO will report Master Agreement fiscal activities to the Board annually.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board may award contracts for services provided by an independent contractor or private firm, pursuant to Section 44.7 of the Los Angeles County Charter, Los Angeles County Code 2.121.250, and as authorized by Government Code Section 31000.8.

The County is obligated to purchase various types of insurance to reduce and transfer risk. To ensure CEO has access to a sufficient number of contractors, authority is being requested to execute Master Agreements with additional qualified firms who, during the term of the Master Agreement, submit Statement of Qualifications (SOQ) in accordance with the solicitation requirements. Information about the Master Agreement requirements and opportunity to submit qualifications are posted and will remain on the County website.

The recommended Insurance Brokers Program Master Agreement has been approved as to form by County Counsel and it includes appropriate terms and conditions to protect the County. The proposed Master Agreements include all Board-required programmatic provisions.

The proposed Master Agreements and work orders are not subject to the County's Living Wage Program.

CONTRACTING PROCESS

On March 11, 2025, CEO released a RFSQ soliciting SOQs from vendors with demonstrated experience in providing insurance brokerage services. CEO posted the solicitation and contracting opportunity announcement on the County's *Doing Business With Us website*, and also contacted the existing qualified contractors under Special Insurance Program. CEO released Addendum One to the RFSQ on March 25, 2025, to answer vendor questions.

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CEO received five SOQs by the initial due date of April 1, 2025. The SOQs were reviewed for compliance with requirements of the RFSQ. All vendors accepted the terms and conditions of the Master Agreement. As such, the vendors are being recommended for the award of a Master Agreement to become a qualified contractor in one or more Service Categories.

Thereafter, as brokerage services are needed, specific services, tasks, and deliverables will be determined at the time the County department(s) release work order solicitations which shall describe in detail the particular project and the work required for the performance thereof. Qualified contractors will be solicited under competitive conditions in the Service Categories where the qualified contractor has been prequalified. Work order awards will be made to the highest rated vendor, unless other selection criteria are set forth in the work order solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure County departments can obtain the professional insurance brokerage services they require. The Master Agreements will allow the County to continue insurance coverage for personnel and County assets. Implementation of these Master Agreements will not have any adverse impact on services currently being provided by County employees. The Master Agreements will allow the County the versatility to respond to any changing insurance needs that may occur during the term of these agreements.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:DC
RUC:AL:er

Enclosures

c: Executive Office, Board of Supervisors
County Counsel

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Enclosure I

LIST OF VENDORS RECOMMENDED FOR MASTER AGREEMENT AWARD

1. Alliant Insurance Services, Inc.
2. Aon Risk Insurance Services West, Inc.
3. Arthur J. Gallagher Risk Management Services, LLC
4. Marsh USA, LLC
5. Willis Towers Watson Insurance Services West, Inc.

Enclosure II

APPENDIX A

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

INSURANCE BROKERS PROGRAM

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EXHIBITS

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C Contractor's Administration
D Sample Work Order Formats
E Insurance Categories

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTOR]
FOR
INSURANCE BROKERS PROGRAM

This Master Agreement is entered into by and between the County of Los Angeles (hereafter "County") and [Contractor Name] (hereafter "Contractor")..

RECITALS

WHEREAS, the County may contract with firms for the Insurance Brokers Program when certain requirements are met; and

WHEREAS, the Contractor is a firm specializing in providing services for the Insurance Brokers Program; and

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

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through F are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Exhibits:

A Statement of Work
B County's Administration
C Contractor's Administration
D Sample Work Order Format
E Commission Compensation
F Insurance Categories

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and 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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Active Contractor**: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.

2.1.2 **Chief Executive Office (Department):** The Department of the Chief Executive Office of the County of Los Angeles

2.1.3 **Chief Executive Officer (CEO):** The Chief Executive Officer, or designee (collectively, CEO), of the County. The CEO has the authority to execute Agreements and Amendments to the this Master Agreement, as well as Work Orders, and Work Order Amendments.

2.1.4 **Contractor's Project Manager**: The individual designated by the

Contractor to administer the Master Agreement operations after the Master Agreement award.

2.1.5 **County's Project Manager**: Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

2.1.6 **County's Work Order Directors**: Responsible for coordinating and monitoring the Work Order.

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

2.1.8 **Department**: The County of Los Angeles Chief Executive Office which is entering into this Master Agreement on behalf of the County of Los Angeles.

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

2.1.10 **Insurance Premium**: The amount due in one sum or periodically for an insurance policy that includes all taxes and fees, but excludes broker's compensation.

2.1.11 **Master Agreement**: County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

2.1.12 **Qualified Contractor**: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ and has an executed Master Agreement with the Department.

2.1.13 **Request for Statement of Qualifications (RFSQ)**: A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.1.14 **Statement of Qualifications (SOQ)**: A Contractor's response to an RFSQ.

2.1.15 **Statement of Work**: A written description of tasks and/or deliverables desired by County for a specific Work Order.

2.1.16 **Total Maximum Amount**: The total amount to be paid to Contractor for work performed under an executed Work Order.

2.1.17 **Work Order**: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order must result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation, highest rated, qualified bid responding to the requirements of the proposed Work Order. No work will be performed by Contractors except in accordance with validly bid and executed Work Orders.

2.1.18 **Work Order Solicitation**: A solicitation for a Work Under this Master Agreement, submitted by County to Qualified Contractors who qualified under an Insurance Category. A Work Order Solicitation shall include the

requirements of County.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 Work Orders will generally conform to the format shown in Exhibit D, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be specified on each individual Work Order.

3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order term to Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.

3.4 County procedures for issuing and executing Work Orders are as set forth in this Paragraph. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation detailing line of insurance, limits and other information, to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must follow the submission requirements specified in the solicitation, including the submission timeframe. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order. The County may, at its sole discretion, elect to disqualify a Qualified Contractor from participating in a Work Order request if the County determines that awarding the Qualified Contractor may result in a conflict of interest.

3.5 County may include additional Contractor qualifications (including, but limited to, additional insurance limits and/or specific experience.) on Work Order Solicitations, whenever the scope and nature of the Work Order requires specific competencies.

3.6 Upon completion of evaluations, County will execute the Work Order by and through the Department staff identified in this Master Agreement with the highest rated Qualified Contractor. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.

3.7 Following selection, all Contractors selected must be available to meet with County immediately after execution of Work Order. Inability of Contractor to comply with such commencement may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Work Order Director.

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

4.0 TERM OF MASTER AGREEMENT

4.1 The term of this Master Agreement will commence upon execution by the CEO, as authorized by the Board of Supervisors (Board) for an initial term of five (5) years through June 30, 2030, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County will have the sole option to extend the Master Agreement term for up to four (4) additional one-year periods and one six (6) month period, for a maximum total Master Agreement term of nine (9) years and six (6) months. Each such option and extension will be exercised at the sole discretion of the CEO, or designee, as authorized by the Board.

4.3 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 Master Agreement term extension option.

4.4 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit B (County's Administration).

4.5 Notwithstanding any other provisions of this Paragraph 4.0, any Work Order issued hereunder prior to the expiration date of this Master Agreement which has a Work Order expiration date later than the Master Agreement expiration date shall automatically extend such Master Agreement expiration date up to one hundred eighty (180) days or to the Work Order expiration date, whichever occurs first. Such extended Master Agreement expiration date shall apply only to such Work Orders and shall not extend such date for any other purpose whatsoever, including issuing new Work Orders and or extending any other Work Order(s).

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such maximum annual expenditures for the duration of the Master Agreement is the Contract Sum.

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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any

other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

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

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order.

5.4.2 Payment for all work will be established on the Work Order and subject to the Total Maximum Amount less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).

5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

The policy period specified in Contractor's invoices must coincide with the period of performance or policy period specified in the applicable Work Order.

Each invoice submitted by Contractor must include:

- Work Order number and Contractor's Master Agreement number
- Contractor's Remittance Address
- Insurance Carrier(s) and Policy Number(s)
- Policy Period(s)
- Type of insurance coverage or the insurance description
- Total amount of the invoice
- Premium Cost(s)

- Applicable Fees, including stamping and surplus line fees;
- Commission Amount
- Administrative costs

5.4.7 Preference Program Enterprises – Prompt Payment Program

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).

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

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/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).

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

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

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

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

6.1 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement first person for Contractor to contact with any questions.

6.2 County's Work Order Director

A Work Order Director will be identified for each Work Order and is the chief contact person with respect to the day-to-day administration of each Work Order. The responsibilities of the Work Order Director include:

6.2.1 Ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;

6.2.2 Coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;

6.2.3 Monitoring, evaluating and reporting Contractor performance and progress on the Work Order; and

6.2.4 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit C (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

7.5.1 In accordance with all laws, at any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County will use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance or Contractor performed background clearance. The fees associated with obtaining the background information will be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to Paragraph 7.5, will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor agrees that all County Information, including but not limited to, data and information in any form such as documents, reports, algorithms, programs, graphics, cartographs, audiovisuals, and all other materials that are in possession of, belong to, or were obtained from the County; or originated, created, or developed by Contractor under the Contract (County Information), is confidential and proprietary to the County regardless of whether such information was disclosed intentionally or unintentionally, or marked as "confidential". Contractor will not disclose any County Information except as described under this Contract.

7.6.2 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.

7.6.3 Contractor may disclose County Information only as necessary to carry out its obligations and to those individuals who have a need to know, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County Project Manager and Contract Manager. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County Project Manager immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

7.6.4 Contractor agrees to immediately report to County any and all violations of these provisions by Contractor and staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder and/or by any other person of whom Contractor becomes aware.

7.6.5 If Contractor receives a request for the release of any data or information involving County Information, the Contractor must notify the County within three (3) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request.

7.6.6 Contractor must inform all its staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder of the Confidentiality provisions of this Contract and ensure compliance of these provisions.

7.6.7 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 Confidentiality provisions, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Confidentiality provisions 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 County's 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 County's 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.

7.6.8 Contractor acknowledges and agrees that due to the unique nature of

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

7.6.9 Contractor acknowledges that violation of these provisions may subject Contractor and Contractor's staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder to civil and/or criminal action and that the County may seek all possible legal redress.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 Master Agreements

8.1.1.1 **Board of Supervisors/Chief Executive Officer Changes** – The County's Board or CEO may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the CEO.

8.1.1.2 **Extensions of Time** – The CEO at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the CEO.

8.1.2 Addition of Service Categories – Addition of Skilled Categories/Technical Specializations and Amendment to the Master Agreement will be prepared and executed by the Contractor and by the CEO to add or delete Skilled Categories or Technical Specializations.

8.1.2.1 **Non-material Changes** – For any change which does not materially affect the scope of work, period of performance, price, or any other term or condition included under this Master Agreement, a Change Notice shall be issued in writing.

8.1.3 Work Orders

8.1.3.1 **Material Change** – The County may, at its sole discretion, amend active Work Orders issued during the term of the Master

Agreement. For any change affecting the scope, term, or cost of an active Work Order, an Amendment to the Work Order shall be executed by the Contractor and the CEO.

8.1.3.2 **Non-material Change** – For any change which does not materially affect the scope of work, period of performance, price, or any other term or condition of a Work Order, a Change Notice shall be issued in writing to Contractor(s) awarded the Work Order.

8.1.3.3 **Work Order Solicitation** – For any change to Work Order Solicitations affecting the Work Order Bid due date, evaluation criteria, or any attachment, an Addendum shall be issued in writing to all vendors that were issued the original Work Order Solicitation.

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 Master Agreement, 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 Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at 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 Master Agreement which may result in the termination of this Master Agreement. 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 Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.

8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all written responses must be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor must indemnify, defend, and hold harmless 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 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.

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

8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

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

8.6.4 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.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from 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.

- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such

employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. 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.

8.8.2 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 Master Agreement. 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 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement 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 Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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 Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 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 County.

8.11.3 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 Master Agreement 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 Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (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.

8.11.4 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 of Supervisors.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to Contractor's Subcontractors.

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

8.12.1 Contractor acknowledges that the County places a high priority on the implementation of 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, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Safely Surrendered Baby Law Poster (available in English/Spanish/Chinese/Korean) 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. The Contractor, and its Subcontractor(s), can access posters and other program material at www.babysafela.org.

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

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board

will include improvement/ corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Intentionally Omitted

8.16 Employment Eligibility Verification

8.16.1 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 Master Agreement 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.

8.16.2 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 Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

The County and 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 Master Agreement.

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

8.21.1 This Master Agreement 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.

8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work

pursuant to this Master Agreement 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 Master Agreement.

8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively, County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (Required Insurance) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to 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 Master Agreement.
- Renewal Certificates must be provided to County not less than 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 Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative

of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by 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 emailed to:

  Name: Ansara Lewis

  Email: alewis@ceo.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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 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 Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor’s Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, 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 Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor’s own policies, or must provide 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.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

8.24.3 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.

8.24.4 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than $5 million per claim and $5 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.24.5 **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than $5 million per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.24.6 **Cyber Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and $7 Million in the

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

8.25 Liquidated Damages

8.25.1 If, in the judgment of the CEO, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, 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 Chief Executive Officer, or their designee, in a written notice describing the reasons for said action.

8.25.2 If the CEO determines that there are deficiencies in the performance of this Master Agreement that the CEO, or her designee, deems are correctable by the Contractor over a certain time span, the CEO, or her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the CEO may:

- Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as may be specified in any Performance Requirements Summary ("PRS") Charts in future Work Orders, 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.

8.25.3 The action noted in Paragraph 8.25.2 will 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 Master Agreement.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

8.27.1 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.

8.27.2 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.

8.27.3 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.

8.27.4 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.

8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 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 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of 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 Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor must bring to the attention of the County's Work Order Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County's Work Order Director is not able to resolve the dispute, the CEO or designee will resolve it.

8.31 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.

8.32 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 C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits B (County's Administration) and C (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The CEO will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master

Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of 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.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", 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.

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing 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 Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the CEO or Designee. The County will not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. 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 Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, 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 will 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 Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement 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 Master Agreement.

8.39.2 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.

8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The CEO of designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.39.7 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.

8.39.8 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. The Contractor must ensure delivery of all such documents to:

Name: Ansara Lewis
Email: alewis@ceo.lacounty.gov
Subject: <Contractor Name> - Certificates of Insurance

8.40 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 8.13 (Contractor's Warranty of Adherence to County's Child Support

Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the CEO or designee:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (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.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, 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 Master Agreement to the extent not terminated under the provisions of this paragraph.

8.42.3 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 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of 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 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master

Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. 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.

8.43.2 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/.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of 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.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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 Section 2.160.010. 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

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

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

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 Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

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 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.

8.53 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 Master Agreement. 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 Master Agreement.

8.54 Intentionally Omitted

8.55 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.

8.56 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.

8.57 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.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Data Destruction

Contractor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at:

http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) 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 stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization.* Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.4 Local Small Business Enterprise (LSBE) Preference Program

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

9.4.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.4.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

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

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.5 Social Enterprise (SE) Preference Program

9.5.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.5.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.5.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

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

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.6 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.6.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County of this information prior to responding to a solicitation or accepting a Master Agreement award.

10.0 CONDITIONAL TERMS AND CONDITIONS

The applicability of the terms and conditions set forth herein shall be determined solely by the County and expressly delineated within each individual Work Order. The Contractor shall be obligated to comply only with those terms and conditions explicitly stated in the Work Order. It is the Contractor's responsibility to thoroughly review each Work Order for any additional terms and conditions that may be applicable.

10.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the

Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit G in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit G, “Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11.0 SURVIVAL

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

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 5.3	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding
Paragraph 11.0	(Survival)

AUTHORIZATION OF MASTER AGREEMENT FOR
INSURANCE BROKER PROGRAMS SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Chief Executive Officer, _____ Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20__.

COUNTY OF LOS ANGELES

By_____

By_____
Contractor
Signed:_____
Printed: _____
Title: _____

APPROVED AS TO FORM:

_____
DAWYN R. HARRISON
County Counsel
By_____
Deputy County Counsel

Exhibit A
STATEMENT OF WORK

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STATEMENT OF WORK

1.0 Policy Administration

1.1 Contractor shall review policies, binders and endorsements to assure that policy language is appropriate, correct any deficiency or non-compliance and deliver all policies within the timeframe specified in each Work Order. Contractor shall evidence this comprehensive review by affixing the signature of an authorized officer of their company to each page of the coverage documents.

1.2 Contractor shall evaluate and continue to monitor corresponding insurers' financial status, evaluate the impact to the County, advise County immediately of any downgrading of insurers' financial status, evaluate impact to the County, and recommend or provide action steps to be taken to protect the County's interests.

1.3 Contractor shall provide early warning of anticipated rate and coverage changes and probable impact on insurance placements; recommend coverage changes, when indicated; assist with mid-term coverage additions and changes; and secure confirming endorsements from insurers.

1.4 Contractor shall service each policy issued to the County under each Work Order. This includes, but is not limited to, processing all changes and endorsements and verifying the accuracy of invoices.

1.5 Contractor shall assist with the resolution of coverage questions for insurances it has brokered, at the request of the County, and when necessary, consult with the County regarding the coverages placed.

1.6 Contractor shall process in a timely manner and be responsible for any funds to or from the County that are entrusted to the Contractor until the entrusted funds are disbursed and received by the designated payee. This responsibility shall continue beyond the Contract's expiration date until all the entrusted funds are received by the payees.

1.7 Contractor shall provide information and documents electronically and in hard copy as requested by County and required herein.

1.8 Contractor shall provide periodic reports as required and requested by the County to enable analysis of risks and coverage, compliance with insurance requirements and monitoring of claims for insurance placements. The reports shall include but not be limited to assessments of risks, updating of insured values, listing of claims, allocation of premiums, listing of certificates issued, update and listing of insured facilities, etc.

1.9 Contractor shall provide premium renewal estimates as required for County budgeting purposes.

1.10 Contractor shall issue certificates of insurance on policies placed by Contractor requested by the County within one (1) business day of receipt

of request.

1.11 Contractor shall review invoices received from carriers to determine accuracy and use best efforts to resolve accounting differences or discrepancies.

1.12 Contractor shall provide coverage opinions on policies placed by Contractor under each Work Order.

1.13 Contractor shall attend meetings with County Risk Management staff and other County personnel as requested by County.

1.14 Contractor shall at least annually review County exposures in relations to the scope and limits of the County's insurance placements under each Work Order and provide recommendations for change and submit a report on the County's exposure in relations to the scope and limits of such placements, including recommendations for change to the County's Project Manager.

1.15 Contractor shall assist with mid-term coverage additions and changes and secure confirming endorsements from insurers.

2.0 Renewal of Coverage

2.1 Contractor shall periodically assess insurance market conditions and determine impact on program renewal. Recommend actions to be taken to minimize the impact of a "hard" market and the opportunity of a "soft" market. Alert the County to signs of severe market tightening whenever such signs appear.

2.2 Contractor shall conduct or arrange for studies, reviews, analyses and/or inspections that may be needed by underwriters or to determine adequacy of coverage and limits, or as requested by County.

2.3 Contractor shall review program structure to ensure required coverage and limits are at competitive pricing and that there are no gaps or overlaps in policies.

2.4 Contractor shall not later than 90 calendar days prior to policy expiration, develop, with input from County Risk Management staff, a renewal marketing plan that includes goals and strategies for:

2.4.1 Coverage enhancements;

2.4.2 Deductible options;

2.4.3 Program structure changes;

2.4.4 Insurers to approach;

2.4.5 Price targets.

2.5 Contractor shall not later than 60 calendar days before the anniversary date of the expiring program year, obtain quotations, and place or recommend required insurance coverage with financially secure companies that meet County's requirements.

2.6 Contractor shall assist with insurance policy language, amendments or endorsements to meet the needs of the County as necessary.

2.7 Contractor shall control or limit commissions and fees charged by wholesalers and other intermediaries, if wholesalers or other intermediaries are used.

2.8 Contractor shall provide County with copies of all quotations received from insurers.

3.0 Claims Services

Contractor shall assist the County in management of claims and litigation to conclusion; ensure resolution in a timely manner and indemnification of County to the fullest extent permitted under the policy. The full range of claims services are to be provided at no additional costs. This would include, at a minimum, the following:

3.1 Review adequacy and timeliness of all loss runs and reports; make changes as needed.

3.2 Provide expert assistance on coverage and policy interpretation relative to claims and litigation.

3.3 Assist the County in resolving all outstanding disputes and collect any resulting judgment and settlements owed the County in a timely manner.

3.4 Attend meetings as required regarding the program's claims process or relating to any claim or litigation submitted under this insurance program.

3.5 Monitor claims filed by the County against insurance policies placed by Broker. Contractor shall not be responsible for notifying carriers unless requested in writing by County.

3.6 Assist the County with resolving coverage, claim and insurance-related issues arising from policies placed by the Broker.

4.0 Other Services

4.1 Contractor shall advise and/or recommend other insurance products/coverage if requested by the County or if Contractor deems in their judgment County may need such products.

4.2 Contractor shall market new insurance programs with commercial coverage sources with financially secure companies that meet County's requirements.

4.3 Contractor shall provide, with the concurrence or at the request of the County's Program Manager, seminars and training sessions for the benefit of County personnel relating to commercial insurance programs.

4.4 Contractor shall prepare an annual stewardship report related to the County's corresponding insurance placement by the timeframe specified in each Work Order.

4.5 Contractor shall provide an annual disclosure report of any and all

commissions, rebates, or other earnings on County placements related to the County's corresponding insurance placement by the timeframe specified in each Work Order each year.

Exhibit B
COUNTY'S ADMINISTRATION

Master Agreement Number_____

COUNTY'S PROJECT MANAGER

Name:

Title:

Address:

Telephone:

E-mail:

COUNTY'S WORK ORDER DIRECTOR

Name:

Title:

Address:

Telephone:

E-mail:

Exhibit C
CONTRACTOR'S ADMINISTRATION

Contractor's Name: Contractor's Name
Master Agreement Number: Master Agreement Number

CONTRACTOR'S PROJECT MANAGER

Name:
Title:
Address:
Telephone:
E-mail:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:
Title:
Address:
Telephone:
E-mail:

Name:
Title:
Address:
Telephone:
E-mail:

NOTICES TO CONTRACTOR

Name:
Title:
Address:
Telephone:
E-mail:

Exhibit D
SAMPLE WORK ORDER FORMAT

INSURANCE BROKER PROGRAMS MASTER AGREEMENT

Work Order Number ___ **Master Agreement Number ___**

This Work Order is undertaken between the County of Los Angeles (hereafter "County") and **Contractor** (hereafter "Contractor") for Insurance Broker Programs pursuant to the above Master Agreement (hereafter "Master Agreement").

1.0 Services

Vendor shall perform broker services as detailed in Exhibit A of the above Master Agreement, and any additional work prescribed in Section 1.1 of this Work Order.

1.1 Additional Work Requirements

2.0 Policy Requirements

1. Policy Description	
2. Policy Delivery *(Reference SOW 1.1.1)*	
3. Annual Stewardship Report *(Reference SOW 1.4.4)*	
4. Annual Disclosure Report *(Reference SOW 1.4.5)*	
5. Policy Annual Start Date	
6. Coverage Description	
7. Policy Form	
8. Insured Values	
9. Listing of Insured Units	
10. Who is Covered	
11. Policy Limits (Description)	
12. Deductible	
13. Self-insured Retention	
14. Major Exclusions & Restrictions	

15. County Work Order Director	

Payment

Payment to Contractor shall be in arrears and based upon the approval and acceptance of services/deliverables as set forth in Section 1.0 (Services) of this Work Order, not to exceed Total Maximum Amount reflected in Attachment I, Payment Schedule.

Invoices

Contractor shall submit all invoices for this Work Order in accordance with Paragraph 5.4 (Invoices and Payments) of the abovementioned Master Agreement.

Term

The Term of this Work Order will be one (1) year from the date of execution by the CEO or designee. The County will have the sole option to extend this Work Order term for up to one (1) additional one-year period. Such an option will be exercised at the sole discretion of the CEO of Designee.

Conditional Terms and Conditions

____ The HIPAA provisions in sub-paragraph 10.1 of the above Master Agreement are in effect for this Work Order

Attachment I

Pricing Schedule

(Year __)

Payment for this Work Order shall not exceed the fees and commission % listed below.

Commission
Commission %: ___
Commission compensation shall be a percentage of the insurance premium.

Additional Costs
Administrative Costs: $____
Applicable Fees: $____

Total Maximum Amount $_____

Regardless of any oral promise made to Contractor by any County personnel whatsoever; all terms of the Master Agreement shall remain in full force and effect. The Terms of the Master Agreement shall govern and take precedence over any conflicting terms and/or conditions in this Work Order. Neither the rates or any other specifications in this Work Order are valid or binding if they do not comply with the terms and conditions of the Master Agreement.

	COUNTY OF LOS ANGELES **CHIEF EXECUTIVE OFFICE**		**CONTRACTOR** **[CONTRACTOR]**
By:	[Signature]	By:	[Signature]
	[PRINTED NAME]		[PRINTED NAME]
Title:		Title:	

Contractor

Insurance Brokers Program

Master Agreement No. ___

Insurance Categories

Master Agreement Insurance Categories	Contractor Qualified
Property Insurance	
Liability Insurance	
Parametric Earthquake Insurance	
Commercial Crime Insurance	
Accidental Death and Dismemberment (AD&D)	
Aviation/Airport Liability	